

# City Council Agenda

OCTOBER 12, 2021

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



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

**PERSONS WHO ATTEND THE MEETING ARE ASKED TO READ AND FOLLOW THE CURRENT STATE OF CALIFORNIA PUBLIC HEALTH GUIDANCE AT:**

**[www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/What-Will-June-15-Look-Like.pdf](http://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/What-Will-June-15-Look-Like.pdf)**

**AND AT:**

**[www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx#June15guidance](http://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx#June15guidance)**

**LISTING STATE-IMPOSED REQUIREMENTS FOR ATTENDING IN PERSON**

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

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

**OR**

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

**WEBINAR ID: 849 2462 9186**

**OR**

**JOIN BY TELEPHONE: 669-900-6833\***

**WEBINAR ID: 849 2462 9186**

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

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Mayor  
**Amy Bublak**

Council Members

**Nicole Larson**  
**Andrew Nosrati**

**Rebecka Monez**  
**Pam Franco**  
Vice Mayor

Acting City Manager  
**Dan Madden**  
Interim City Clerk  
**Kellie E. Weaver**  
Interim City Attorney  
**George A. Petrulakis**

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

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

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

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

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

1. CLOSED SESSION:

*The Closed Session item(s) for this meeting have been agendized and will be heard toward the latter part of the meeting.*

2. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

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

- A. Presentation: Turlock Airport Presentation by Todd Smith, President, Turlock Regional Aviation Association
- B. Recognition: Introduction of Isaac Moreno, New City of Turlock Finance Director
- C. Appointment: City/County Disaster Council, Alternate Member

4. PUBLIC PARTICIPATION

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

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

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

5. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE

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**6. CONSENT CALENDAR:**

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

- A. Resolution: Accepting Weekly Demands of 9/23/21 in the amount of \$1,483,248.37; Weekly Demands of 9/30/21 in the amount of \$1,968,496.43
- B. Motion: Accepting Minutes of the Special Meeting of September 28, 2021; Minutes of Regular Meeting of September 28, 2021
- C. Motion: Approving the Final Map and Subdivision Improvement Agreement with JKB Living, conditioned upon construction of improvements for the Legends North No. 3 subdivision (Development Project No. 7045), developed by JKB Living
- D. Motion: Approving a Five-Year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager to execute the MOU  
Resolution: Appropriating \$20,000 to account number 110-10-112.47243 "Stanislaus Alliance" from Fund 110 "General Fund" Unassigned Reserves to increase the total contribution to Opportunity Stanislaus to \$50,000
- E. Resolution: Authorizing the acceptance of an allocation of funds, execution of a grant agreement, and the commitments necessary to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$60,000, appropriating said funds into Fund 266 "Police Grants" Program 352 "OTS Step Grant" revenue account number 266-20-255-352.35720 and expenditure accounts 266-20-255-352.41100\_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$54,275, 266-20-255-352.47095\_014 "Training Step Grant #PT22092" in the amount of \$2,062, and 266-20-255-352.51109\_002 "Equipment – STEP Grant #PT22092" in the amount of \$3,663, for FY 2021-2022, and authorizing the City Manager to sign all documents required to apply for and accept this grant on behalf of the City of Turlock
- F. Resolution: Authorizing the retirement of Turlock Police Department Canine "Keyser" and selling the retired canine to his current handler, Officer Queray McMihelk, in the amount of one dollar (\$1.00)
- G. Resolution: Authorizing the acceptance of \$20,000 in grant funds from the San Joaquin Valley Air Pollution Control District's Public Benefit Grant, and appropriating grant funds into revenue account number 506-00-000-221.37235 "Vehicle/Equipment Replacement" for the Parks, Recreation and Public Facilities department, and approving the purchase of one (1) eTuatara all-electric vehicle from the sole source provider, Zeronox, in the amount of \$20,400, from expense account number 506-00-000-221.51020 "Equipment Replacement" for the Parks, Recreation and Public Facilities department from unassigned reserve in Fund 506
- H. Resolution: Accepting the Turlock Downtown Property Owners Association 2020-2021 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650
- I. Resolution: Approving the submission of a grant application for the American Rescue Plan Act (ARPA) funding, accepting the ARPA Airport Grant in the amount of \$32,000, appropriating the grant funds to account number 401-10-125.34308 (Airport Administration, Airport - FAA ARPA Airport Grant Revenue), and authorizing the City Manager to sign and execute all documents related to the grant

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- J. Motion: Awarding RFB No. 21-026 and approving an Agreement between the City of Turlock and ABS Direct, Inc. for Laser Printing and Mailing Services of Utility Billing, Business License Renewals, and Delinquent Notices for the Municipal Services Department, Finance Division, for a period of twenty-four (24) months, with an option to extend agreement for three (3) additional one-year terms, for a total not-to-exceed amount of \$280,000 over the 2-year term of the agreement
  - K. Resolution: Appropriating \$1,875 to account number 240-00-000-203.51005\_001 “Communications Equipment Funded by PEG Fees” from Fund 240 “Small Equipment Replacement-Cable Franchise PEG Fee” unassigned reserves for computer equipment for the Yosemite Room Council Chambers
  - L. Resolution: Approving modifications to pay ranges of part-time classifications, establishing \$15.00 per hour as the minimum hourly rate of pay, in accordance with California Department of Industrial Relations minimum wage increase that will go into effect on January 1, 2022
  - M. Resolution: Reaffirming the Proclamation of a Local Emergency by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services)

7. **FINAL READINGS:** None

8. **PUBLIC HEARINGS:**

- A. Request to adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Rezone 2021-01, Planned Development 280 (PD 280) AND amend the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2021-01 Planned Development 280 (Balisha Ranch)] AND establish Conditions of Approval for Planned Development 280 (Balisha Ranch) (*Quintero*)

***Recommended Action:***

Resolution: Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Rezone 2021-01, Planned Development 280 (PD 280)

*Introduction of the Ordinance:*

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2021-01 Planned Development 280 (Balisha Ranch)]

*To be considered at the October 26, 2021 City Council Meeting*

Resolution: Establishing Conditions of Approval for Planned Development 280 (Balisha Ranch)

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**9. ACTION ITEMS:**

- A. Request to approve Contract Change Order No. 2 in the amount of \$280,697 (Fund 218) with Granite Construction, of Fresno, California, for City Project No. 17-53 "Golden State Rehabilitation 20th Century Boulevard to Main Street," bringing the contract total to \$2,066,892.01, AND approve a Cost Sharing Agreement with Turlock Inn to defray expenses associated with the road section improvements on 20th Century Boulevard as part of City Project No. 17-53 "Golden State Boulevard Rehabilitation," AND appropriate \$260,697 to account number 215-40-420.51210 "Federal Streets Projects" to be funded from Fund 118 "Measure A" unallocated reserves to provide the necessary funding for the increased scope on City Project No. 17-53 "Golden State Rehabilitation 20th Century Boulevard to Main Street." (*Quintero*)

***Recommended Action:***

Motion: Approving Contract Change Order No. 2 in the amount of \$280,697 (Fund 218) with Granite Construction, of Fresno, California, for City Project No. 17-53 "Golden State Rehabilitation 20th Century Boulevard to Main Street," bringing the contract total to \$2,066,892.01

Motion: Approving a Cost Sharing Agreement with Turlock Inn to defray expenses associated with the road section improvements on 20th Century Boulevard as part of City Project No. 17-53 "Golden State Boulevard Rehabilitation"

Resolution: Appropriating \$260,697 to account number 215-40-420.51210 "Federal Streets Projects" to be funded from Fund 118 "Measure A" unallocated reserves to provide the necessary funding for the increased scope on City Project No. 17-53 "Golden State Rehabilitation 20th Century Boulevard to Main Street"

- B. Request to authorize use of staff time and City resources to research and prepare an Ordinance to allow Pedicabs to operate in the City of Turlock. (*Quintero*)

***Recommended Action:***

Motion: Authorizing use of staff time and City resources to research and prepare an Ordinance to allow Pedicabs to operate in the City of Turlock

- C. Request to reconsider concurrence by City Council on September 14, 2021, to develop an ad hoc committee consisting of two Councilmembers and City staff to research and prepare a staff report on establishing guidelines in support of existing Youth Drug Abuse Awareness and Prevention Program(s) funded by cannabis derived revenues AND authorize the establishment of an ad hoc committee consisting of Councilmembers Larson and Nosrati, to identify ideas and/or proposals for the use of cannabis derived revenue identified in Resolution No. 2020-003 (Attachment 1), for Youth Drug Abuse Awareness and Prevention Program(s). (*Franco*)

***Recommended Action:***

Motion: Reconsidering concurrence by City Council on September 14, 2021, to develop an ad hoc committee consisting of two Councilmembers and City staff to research and prepare a staff report on establishing guidelines in support of existing Youth Drug Abuse Awareness and Prevention Program(s) funded by cannabis derived revenues

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Motion: Authorizing the establishment of an ad hoc committee consisting of Councilmembers Larson and Nosrati, to identify ideas and/or proposals for the use of cannabis derived revenue identified in Resolution No. 2020-003 (Attachment 1), for Youth Drug Awareness and Prevention Program(s)

**10. CITY MANAGER REPORTS/UPDATES**

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

- A. Administrative Services
  - 1. Administrative Update (*Madden*)

**11. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

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

**12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS**

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

**13. CLOSED SESSION:**

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

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- B. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)  
*“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.”*  
Potential Case(s): (1 case)
- C. Liability Claims, Cal. Gov't Code §54956.95  
*“For the purposes of [Section 54956.9], ‘existing facts and circumstances’ shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.”*  
Claimant: Joodel and Juana Buenrostro  
Agency Claimed Against: City of Turlock
- D. Liability Claims, Cal. Gov't Code §54956.95  
*“For the purposes of [Section 54956.9], ‘existing facts and circumstances’ shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.”*  
Claimant: Erin Nussbaumer  
Agency Claimed Against: City of Turlock
- E. Liability Claims, Cal. Gov't Code §54956.95  
*“For the purposes of [Section 54956.9], ‘existing facts and circumstances’ shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.”*  
Claimant: Albert Ahid  
Agency Claimed Against: City of Turlock

**14. REPORTS FROM CLOSED SESSION**

**15. ADJOURNMENT**

# ***City Council Appointments***

***October 12, 2021***



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To: Mayor and Councilmembers

From: Mayor Amy Bublak

Prepared by: Kellie E. Weaver, Interim City Clerk

Subject: Appointing a member of City staff to an unexpected vacancy on the City/Council Disaster Council

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## **MAYOR BUBLAK'S RECOMMENDED APPOINTMENT**

- City/County Disaster Council –  
Interim Fire Chief Michael Botto, Alternate



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }  
WEEKLY DEMANDS OF 9/23/21 IN THE }  
AMOUNT OF \$1,483,248.37; }  
WEEKLY DEMANDS OF 9/30/21 IN THE }  
AMOUNT OF \$1,968,496.43 }

RESOLUTION NO. 2021-

WHEREAS, the City has received demands for ratification and approval.

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

Demands of:	In the Amount of:
9/23/21	\$1,483,248.37
9/30/21	\$1,968,496.43

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2021, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

# Payment Register

From Payment Date: 9/17/2021 - To Payment Date: 9/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
131355	09/20/2021	Open			Accounts Payable	OLIVER THOMAS AND PIERCE INVESTIGATIONS, INC	\$23,256.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	21859		06/30/2021		Oliver Thomas, Pierce Investigation		\$3,313.15		
	21826		06/30/2021		Oliver Thomas, Pierce Investigation May 13		\$7,982.50		
	21854		06/30/2021		Oliver, Thomas & Pierce Investigations June 14		\$3,083.30		
	21908		06/30/2021		Legal Investigation		\$155.00		
	21909		06/30/2021		Legal Investigation		\$1,856.80		
	21910		06/30/2021		Legal Investigation		\$4,528.70		
	21911		06/30/2021		Legal Investigation		\$2,337.30		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$23,256.75		
131356	09/20/2021	Open			Accounts Payable	OLIVER THOMAS AND PIERCE INVESTIGATIONS, INC	\$7,860.35		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	21910 - FY 21/22		09/20/2021		Legal Investigation		\$4,258.05		
	21908 - FY 21/22		09/20/2021		Legal Investigations		\$1,145.10		
	21909 - FY 21-22		09/20/2021		Legal Investigations		\$1,062.20		
	21911 - FY 21-22		09/20/2021		Legal Investigations		\$1,395.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$7,860.35		
131357	09/23/2021	Open			Accounts Payable	A-Z BUS SALES INC	\$339.96		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	02P483193		09/17/2021		WIRE HARNESS		\$74.86		
	02P484333		09/17/2021		PC BOARD KIT		\$265.10		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$339.96		
131358	09/23/2021	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	\$14,988.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2000528110FY2122		09/16/2021		July 1 - August 6, 2021		\$2,035.00		
	2000386410		06/30/2021		April 4 - July 3, 2020		\$9,253.75		
	2000528110		06/30/2021		May 8 - June 30, 2021		\$3,700.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$14,988.75		
131359	09/23/2021	Open			Accounts Payable	AFLAC	\$4,006.64		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	062818		09/21/2021		INDIVIDUAL SEPTEMBER 2021		\$4,006.64		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$4,006.64		
131360	09/23/2021	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$1,110.15		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	A167772800		09/21/2021		GROUP SEPTEMBER 2021		\$1,110.15		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$1,110.15		

# Payment Register

From Payment Date: 9/17/2021 - To Payment Date: 9/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131361	09/23/2021	Open			Accounts Payable	ALL STAR TROPHY & SIGN LLC	\$738.65		
		Invoice	Date	Description			Amount		
	35264		09/17/2021	Winter Watering Signs			\$738.65		
		Paying Fund		Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$738.65		
131362	09/23/2021	Open			Accounts Payable	ALTA Language Services, Inc.	\$66.00		
		Invoice	Date	Description			Amount		
	IS542494		09/15/2021	Bilingual Test			\$66.00		
		Paying Fund		Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$66.00		
131363	09/23/2021	Open			Accounts Payable	ASCAP	\$881.00		
		Invoice	Date	Description			Amount		
	2021		09/10/2021	ACCT #500578768 - MUSIC LICENSING FEE 1/1/22-12/31/23			\$881.00		
		Paying Fund		Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$881.00		
131364	09/23/2021	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$100.00		
		Invoice	Date	Description			Amount		
	00000019581		09/16/2021	SR02, 14-44 Intersec Improve at W Main St & Tegner Rd - Aug 2021			\$100.00		
		Paying Fund		Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$100.00		
131365	09/23/2021	Open			Accounts Payable	AT&T MOBILITY	\$40.73		
		Invoice	Date	Description			Amount		
	7796X09162021		09/22/2021	992507796 / PD-IT Line			\$40.73		
		Paying Fund		Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$40.73		
131366	09/23/2021	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC	\$1,840.88		
		Invoice	Date	Description			Amount		
	60281		09/17/2021	BACKFLOW PARTS			\$1,840.88		
		Paying Fund		Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,840.88		
131367	09/23/2021	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$20,738.16		
		Invoice	Date	Description			Amount		
	1447384		09/17/2021	POSITIVE DISPLACEMENT RESIDENTIAL AND TURBINE METERS			\$10,458.42		
	1451317		09/17/2021	POSITIVE DISPLACEMENT RESIDENTIAL AND TURBINE METERS			\$10,279.74		
	Paying Fund		Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			\$20,738.16		
131368	09/23/2021	Open			Accounts Payable	BONANDER TRUCKS	\$2,263.96		
		Invoice	Date	Description			Amount		
	252902		09/17/2021	PF13-4411			\$1,207.84		
	252903		09/17/2021	PF13-4411			\$55.45		
	253023		09/17/2021	POL08-1282			\$315.66		
	863826		09/17/2021	ST99-7003			\$685.01		
	Paying Fund		Cash Account			Amount			

# Payment Register

From Payment Date: 9/17/2021 - To Payment Date: 9/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
							\$1,578.95		
							\$685.01		
131369	09/23/2021	Open			Accounts Payable	BRISCO ENTERPRISES INC	\$61,599.00		
	Invoice		Date	Description			Amount		
	30916		09/20/2021	7/6/2021-7/31/2021 RWQCF Refuse and Disposal of Biosolids			\$61,599.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$61,599.00		
131370	09/23/2021	Open			Accounts Payable	BSK & ASSOCIATES	\$10,934.75		
	Invoice		Date	Description			Amount		
	0096212		09/16/2021	SR02, 20-027 City Wide Chlorination (Drinking Water) August 2021			\$10,934.75		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$10,934.75		
131371	09/23/2021	Open			Accounts Payable	CDW LLC	\$49.50		
	Invoice		Date	Description			Amount		
	K113532		09/22/2021	M570 WIRELESS MOUSE			\$49.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$49.50		
131372	09/23/2021	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$1,229.56		
	Invoice		Date	Description			Amount		
	175482		09/16/2021	Materials			\$621.15		
	170609		09/17/2021	UT- AGGREGATE, ASPHALTIC CONCRETE, & RELATED MATERIALS			\$604.21		
	CM170609		09/17/2021	CREDIT FOR INVOICE #170609			(\$604.21)		
	171463		09/17/2021	UT- AGGREGATE, ASPHALTIC CONCRETE, & RELATED MATERIALS			\$608.41		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,229.56		
131373	09/23/2021	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$427.50		
	Invoice		Date	Description			Amount		
	69425		09/22/2021	REPAIR @ PSF - IT SERVER ROOM A/C #2			\$427.50		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$427.50		
131374	09/23/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$594.57		
	Invoice		Date	Description			Amount		
	0703380091621		09/22/2021	8203 13 001 0703380 / IT Internet 1411 Shady LN			\$70.00		
	0000051091121		09/22/2021	8203 13 680 0000051 / City Hall (TV service)			\$524.57		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$46.71		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$32.10		
	420 - WATER			420.11000 (Cash)			\$32.10		
	501 - Information Technology			501.11000 (Cash)			\$483.66		
131375	09/23/2021	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$13,088.00		
	Invoice		Date	Description			Amount		
	29739420		09/22/2021	ESSENTIAL CLEAN SERVICE - FINANCE			\$180.00		
	MW-7-21		09/23/2021	WEED CONTROL SERVICES - JULY 2021			\$4,009.00		

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	MW-8-21		09/23/2021		WEED CONTROL SERVICES - AUG 2021		\$4,009.00		
	QP-7-21		09/23/2021		QTRLY PEST CONTROL SERVICES JUL - SEP 2021		\$1,710.00		
	MP-7-21		09/23/2021		MONTHLY PEST CONTROL SERVICES JULY 2021		\$1,590.00		
	MP-08-21		09/23/2021		MONTHLY PEST CONTROL SERVICES AUG 2021		\$1,590.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,356.66		
	205 - Sports Facilities				205.11000 (Cash)		\$140.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$809.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$28.34		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$7,834.00		
	420 - WATER				420.11000 (Cash)		\$1,510.00		
	426 - Transit				426.11000 (Cash)		\$120.00		
	505 - Fleet				505.11000 (Cash)		\$290.00		
131376	09/23/2021	Open			Accounts Payable	CONDOR EARTH TECH INC	\$5,664.50		
	Invoice		Date	Description		Amount			
	85515		09/16/2021	July 24 - August 23, 2021		\$5,664.50			
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,664.50		
131377	09/23/2021	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES dba CPS HR Consulti	\$15,900.00		
	Invoice		Date	Description		Amount			
	0003632		06/30/2021	5/30/21-6/30/21		\$15,900.00			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$15,900.00		
131378	09/23/2021	Open			Accounts Payable	CRESCENT SURPLUS INC	\$1,852.90		
	Invoice		Date	Description		Amount			
	312209		09/15/2021	LG BLK MA-1 FLIGHT/JCKT CLINT YESUI		\$59.32			
	K12209		09/15/2021	36/32 DN FLEX WORK PANT CLINT YESUI		\$37.75			
	312185		09/15/2021	30/32 DN FLEX WORK PANT ANDY KHOUNLIVONG		\$37.75			
	064208		09/15/2021	GEAR/SUPPLIES CLINT YESUI		\$219.37			
	064205		09/15/2021	GEAR/SUPPLIES ANDY KHOUNLIVONG		\$372.49			
	064240		09/15/2021	GEAR/SUPPLIES DOMINIC RIOS		\$733.69			
	K12210		09/15/2021	CLOTHING SUPPLIES CLINT YESUI		\$273.89			
	K12185		09/15/2021	ACADEMY PANT ANDY KHOUNLIVONG		\$118.64			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,852.90		
131379	09/23/2021	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$4,811.40		
	Invoice		Date	Description		Amount			
	64300		09/15/2021	CH Security - 9/7/21-9/10/21		\$583.20			
	64263		09/15/2021	CH Security - 8/30/21-9/3/21		\$729.00			
	64301		09/17/2021	Unarmed Security Services for Transit Center 9/6-9/12/21		\$3,499.20			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,312.20		
	426 - Transit				426.11000 (Cash)		\$3,499.20		
131380	09/23/2021	Open			Accounts Payable	CUMMINS PACIFIC LLC	\$106.84		
	Invoice		Date	Description		Amount			
	Y9-78802		09/17/2021	ELEMENT CRAN		\$106.84			

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	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$106.84		
131381	09/23/2021	Open			Accounts Payable	DELL MARKETING LP	\$2,277.16		
	Invoice		Date		Description		Amount		
	10518526833		09/22/2021		MONITORS FOR SCADA SYSTEM		\$2,277.16		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$2,277.16		
131382	09/23/2021	Open			Accounts Payable	DF ENGINEERING INC	\$10,380.00		
	Invoice		Date		Description		Amount		
	23792		09/07/2021		16-60 Eng & Surveying Svcs for Linwood Ave ATP - thru 7/31/21		\$10,380.00		
	Paying Fund				Cash Account		Amount		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$10,380.00		
131383	09/23/2021	Open			Accounts Payable	DOCUSCRIPT, LLC	\$1,162.90		
	Invoice		Date		Description		Amount		
	1676		09/22/2021		JULY 2021		\$538.30		
	1702		09/22/2021		AUGUST 2021		\$624.60		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,162.90		
131384	09/23/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$133.15		
	Invoice		Date		Description		Amount		
	S5359876.001		09/16/2021		Gloves		\$133.15		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$133.15		
131385	09/23/2021	Open			Accounts Payable	EQUIFAX	\$54.42		
	Invoice		Date		Description		Amount		
	6493617		09/15/2021		EQUIFAX-CREDIT CHECK SERVICES		\$54.42		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$54.42		
131386	09/23/2021	Open			Accounts Payable	EXPRESS PRESS	\$7,118.86		
	Invoice		Date		Description		Amount		
	45201		09/10/2021		EXPRESS PRESS - T SHIRTS		\$7,118.86		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,016.98		
	270 - Recreation Grants				270.11000 (Cash)		\$6,101.88		
131387	09/23/2021	Open			Accounts Payable	FALANY FENCE COMPANY	\$392.00		
	Invoice		Date		Description		Amount		
	14338		09/10/2021		FALANY FENCE - IRON FENCE REPAIR		\$392.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$392.00		
131388	09/23/2021	Open			Accounts Payable	FASTENAL COMPANY INC	\$1,202.40		
	Invoice		Date		Description		Amount		
	CATUR175309		09/16/2021		4ft ladder		\$101.44		
	CATUR174853		09/17/2021		High Speed Gas Saw		\$1,100.96		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,202.40		

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131389	09/23/2021	Open			Accounts Payable	FEDERAL EXPRESS	\$51.09		
	Invoice		Date	Description		Amount			
	7-504-35324		09/22/2021	SHIPPING CHARGES 9/17/21		\$51.09			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$31.45			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$19.64			
131390	09/23/2021	Open			Accounts Payable	FIRST CHOICE INDUSTRIAL SUPPLY INC, DBA NORCAL SUPPLY CO	\$615.47		
	Invoice		Date	Description		Amount			
	078865		09/17/2021	JANITORIAL SUPPLIES		\$615.47			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$615.47			
131391	09/23/2021	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$501.41		
	Invoice		Date	Description		Amount			
	2015427		09/16/2021	LAB SUPPLIES		\$501.41			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$501.41			
131392	09/23/2021	Open			Accounts Payable	GARTON TRACTOR INC	\$4,985.22		
	Invoice		Date	Description		Amount			
	CT97625		09/17/2021	VEHICLE 7003		\$251.16			
	CT97296		09/17/2021	OP03-690		\$692.79			
	CT97114		09/17/2021	SP00-4070		\$43.99			
	CT97125		09/17/2021	PED03-943		\$260.70			
	ST37058		09/17/2021	690 HYD PUMP REPLACEMENT		\$3,736.58			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$260.70			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$251.16			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,473.36			
131393	09/23/2021	Open			Accounts Payable	GARY'S RENT A CAN INC	\$313.98		
	Invoice		Date	Description		Amount			
	A-99768		09/10/2021	GARY'S - PORTABLE TOILET RENTAL PED		\$313.98			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$313.98			
131394	09/23/2021	Open			Accounts Payable	GCR TIRES & SERVICE	\$1,504.72		
	Invoice		Date	Description		Amount			
	858-46341		09/17/2021	ITEM NO 005374		\$134.99			
	858-46133		09/17/2021	ITEM NO TD15225E		\$876.13			
	858-46308		09/17/2021	ITEM NO NTMISCPAS		\$493.60			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,504.72			
131395	09/23/2021	Open			Accounts Payable	GENFARE	\$3,995.00		
	Invoice		Date	Description		Amount			
	90176883		06/30/2021	Data System Training for City and Storer Staff		\$3,995.00			
	Paying Fund			Cash Account		Amount			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$1,997.52			
	426 - Transit			426.11000 (Cash)		\$1,997.48			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131396	09/23/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$3,721.21		
			Date	Description			Amount		
			09/16/2021	Annual Biosolids			\$926.42		
			09/16/2021	Sludge			\$141.69		
			09/16/2021	Monthly Waste Water			\$212.10		
			09/16/2021	Biosolids Annual Fecal			\$728.00		
			09/16/2021	FOG Study			\$273.00		
			09/16/2021	Algae			\$1,440.00		
				Cash Account			Amount		
				410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$3,721.21		
131397	09/23/2021	Open			Accounts Payable	GILLIG LLC	\$1,545.66		
			Date	Description			Amount		
			09/17/2021	TRA19-1065PP			\$21.94		
			09/17/2021	TRA18-1058PP			\$857.96		
			09/17/2021	TRA18-1058PP			\$277.21		
			09/17/2021	TRA18-1058PP			\$388.55		
				Cash Account			Amount		
				426 - Transit	426.11000 (Cash)		\$1,545.66		
131398	09/23/2021	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$29,348.78		
			Date	Description			Amount		
			09/22/2021	Fuel for Fire #3			\$1,268.24		
			09/22/2021	CUST #24090 - Fuel Expense for 8/16/21 - 8/31/21			\$28,080.54		
				Cash Account			Amount		
				110 - General Fund	110.11000 (Cash)		\$15,216.38		
				205 - Sports Facilities	205.11000 (Cash)		\$452.40		
				217 - Streets - Gas Tax	217.11000 (Cash)		\$1,939.10		
				246 - Landscape Assessment	246.11000 (Cash)		\$1,482.31		
				255 - CDBG	255.11000 (Cash)		\$48.35		
				405 - Building	405.11000 (Cash)		\$149.26		
				410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$3,822.99		
				420 - WATER	420.11000 (Cash)		\$2,700.57		
				426 - Transit	426.11000 (Cash)		\$3,294.38		
				502 - Engineering	502.11000 (Cash)		\$243.04		
131399	09/23/2021	Open			Accounts Payable	GRAINGER INC, W W	\$588.07		
			Date	Description			Amount		
			09/17/2021	DEPARTMENT SUPPLIES			\$21.16		
			09/17/2021	STEEL SAFETY PIN			\$12.38		
			09/17/2021	ALKALINE BATTERY			\$4.50		
			09/17/2021	DEPARTMENT SUPPLIES			\$60.41		
			09/17/2021	DEPARTMENT SUPPLIES			\$56.31		
			09/17/2021	LITHIUM BATTERY			\$27.42		
			09/17/2021	DEPARTMENT SUPPLIES			\$86.22		
			09/17/2021	JANITORIAL SUPPLIES			\$204.61		
			09/17/2021	DEPARTMENT SUPPLIES			\$115.06		
				Cash Account			Amount		
				110 - General Fund	110.11000 (Cash)		\$39.80		
				410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$548.27		



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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131400	09/23/2021	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD	\$2,723.14		
	Invoice		Date		Description		Amount		
	717199		09/16/2021		Differential pH Sensor		\$2,498.46		
	678834		09/17/2021		DEPARTMENT SUPPLIES		\$224.68		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,723.14		
131401	09/23/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$200.39		
	Invoice		Date		Description		Amount		
	500943		09/16/2021		WQC Materials for Safety Gate		\$35.45		
	500940		09/16/2021		WQC Materials for Safety Gate		\$164.94		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$200.39		
131402	09/23/2021	Open			Accounts Payable	HILMAR READY MIX	\$223.84		
	Invoice		Date		Description		Amount		
	11064		09/16/2021		Shooting Range Gates		\$126.75		
	11011		09/17/2021		SEWER JOB - HEDSTROM		\$97.09		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$223.84		
131403	09/23/2021	Open			Accounts Payable	INTERSTATE TRUCK CTR	\$303.67		
	Invoice		Date		Description		Amount		
	02P337078		09/17/2021		ST99-7003		\$303.67		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$303.67		
131404	09/23/2021	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,471.66		
	Invoice		Date		Description		Amount		
	OCT 2021		09/14/2021		JCS -MOBILE HOME RENT SUBSIDY PROGRAM		\$1,471.66		
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$1,471.66		
131405	09/23/2021	Open			Accounts Payable	JOHNSON CONTROLS INC	\$8,641.00		
	Invoice		Date		Description		Amount		
	1-106909627856		09/15/2021		PLANNED SERV AGREEMENT SERV PERFORMED 8.11.21-8.10.22		\$8,641.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$8,641.00		
131406	09/23/2021	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$18.27		
	Invoice		Date		Description		Amount		
	10297775		09/22/2021		Acct #9020101104 - Translation services for Police Department		\$18.27		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$18.27		
131407	09/23/2021	Open			Accounts Payable	LC ACTION POLICE SUPPLY, LTD	\$2,037.81		
	Invoice		Date		Description		Amount		
	429239		09/15/2021		G21 GEN GNS GLOCK .45 PISTOL (4)		\$2,037.81		
	Paying Fund				Cash Account		Amount		
	266 - Police Services Grants				266.11000 (Cash)		\$2,037.81		

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131408	09/23/2021	Open			Accounts Payable	LEHIGH HANSON INC	\$391.52		
			Date	Description		Amount			
	2279281		09/10/2021	LEHIGH - ASPHALT FOR STREETS		\$78.57			
	2279793		09/10/2021	LEHIGH - ASPHALT FOR STREETS		\$80.54			
	2280297		09/10/2021	LEHIGH - ASPHALT FOR STREETS		\$78.57			
	2281797		09/10/2021	LEHIGH - ASPHALT FOR STREETS		\$153.84			
				Paying Fund	Cash Account	Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$391.52			
131409	09/23/2021	Open			Accounts Payable	LINCOLN EQUIPMENT INC	\$1,949.22		
			Date	Description		Amount			
	D8748318		09/10/2021	LINCOLN - PULSAR CEPEX CHECK VALVE		\$78.81			
	49728882		09/10/2021	LINCOLN - PULSAR PLUS BRIQUETTES		\$1,870.41			
				Paying Fund	Cash Account	Amount			
	110 - General Fund			110.11000 (Cash)		\$1,949.22			
131410	09/23/2021	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$499.28		
			Date	Description		Amount			
	MS OCT 2021		09/14/2021	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM		\$499.28			
				Paying Fund	Cash Account	Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$499.28			
131411	09/23/2021	Open			Accounts Payable	N & S TRACTOR INC	\$1,660.42		
			Date	Description		Amount			
	IT16733		09/17/2021	CORRECTED TAX INVOICE - REFERENCE IT13722		\$1,660.42			
	CT19831		09/17/2021	CREDIT DUE TO INCORRECT TAX		(\$1,648.96)			
	IT13722		09/17/2021	ST 4385A		\$1,648.96			
				Paying Fund	Cash Account	Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$1,660.42			
131412	09/23/2021	Open			Accounts Payable	NAPA AUTO PARTS	\$49.29		
			Date	Description		Amount			
	770641		09/17/2021	ST90-728		\$49.29			
				Paying Fund	Cash Account	Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$49.29			
131413	09/23/2021	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$655.37		
			Date	Description		Amount			
	0110033258518		09/16/2021	Water Resource Building 8/7/21-9/6/21		\$40.34			
	0110033242389		09/16/2021	Waste Mgmt Water Treatment 8/7/21-9/6/21		\$216.45			
	0110033309543		09/16/2021	Facility Maintenance 8/7/21-9/6/21		\$90.96			
	0110033242397		09/16/2021	Electrical Maintenance 8/7/21-9/6/21		\$101.63			
	0110033242363		09/16/2021	Utilities 8/7/21-9/6/21		\$140.56			
	0110033242330		09/16/2021	Fleet Maintenance 8/7/21-9/6/21		\$65.43			
				Paying Fund	Cash Account	Amount			
	110 - General Fund			110.11000 (Cash)		\$45.48			
	246 - Landscape Assessment			246.11000 (Cash)		\$45.48			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$564.41			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131414	09/23/2021	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,968.54		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
			8577-361764	09/17/2021	CFI 89071		\$75.18		
			8577-361934	09/17/2021	Credit Memo		(\$259.39)		
			8577-361593	09/17/2021	PK17-4603		\$17.80		
			8577-361865	09/17/2021	SP00-4070		\$59.27		
			8577-362062	09/17/2021	Parks Auto Parts		\$124.53		
			8577-361878	09/17/2021	PLN07-355		\$17.30		
			8577-361873	09/17/2021	PD Auto Parts		\$49.95		
			8577-362023	09/17/2021	ST06-7054		\$43.47		
			8577-362022	09/17/2021	ST90-728		\$14.53		
			8577-361858	09/17/2021	OP15-615		\$58.16		
			8577-361931	09/17/2021	OP15-614		\$58.16		
			8577-361500	09/17/2021	NOTE 1323		\$188.65		
			8577-361501	09/17/2021	NOTE 1052PPP		\$34.70		
			8577-361378	09/17/2021	EL13-689		\$166.81		
			8577-361380	09/17/2021	PD Auto Parts		\$6.95		
			8577-361245	09/17/2021	SC03-9014		\$122.02		
			8577-361343	09/17/2021	POL09-1289		\$26.79		
			8577-361290	09/17/2021	NOTE 676		\$136.97		
			8577-361584	09/17/2021	NOTE 4411		\$13.67		
			8577-361767	09/17/2021	NOTE 1114		\$4.93		
			8577-361723	09/17/2021	Transit Auto Parts		\$7.97		
			8577-361662	09/17/2021	POL15-1139		\$74.54		
			8577-361556	09/17/2021	POL08-1284		\$74.84		
			8577-361729	09/17/2021	PF13-4411		\$53.00		
			8577-361655	09/17/2021	Parks Auto Parts		\$50.76		
			8577-362165	09/17/2021	TRA18-1059PP		\$671.33		
			8577-362210	09/17/2021	PK02-4112		\$46.40		
			8577-361914	09/17/2021	ST90-728		\$15.58		
			8577-361946	09/17/2021	POL08-1282		\$13.67		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$763.78		
			205 - Sports Facilities		205.11000 (Cash)		\$122.02		
			217 - Streets - Gas Tax		217.11000 (Cash)		\$73.58		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$219.98		
			426 - Transit		426.11000 (Cash)		\$789.18		
131415	09/23/2021	Open			Accounts Payable	NV5 INC.	\$9,113.00		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
			000000218531	06/30/2021	SR05, 20-011 City Trench Utility Repair 2020 - thru 5/22/21		\$9,113.00		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$4,556.50		
			420 - WATER		420.11000 (Cash)		\$4,556.50		
131416	09/23/2021	Open			Accounts Payable	OREILLY AUTO PARTS	\$658.21		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
			2800-134909	09/17/2021	FIRST AID KIT		\$86.79		
			2800-134424	09/17/2021	Credit for Inv #2800-134272		(\$54.31)		
			2800-134272	09/17/2021	POL11-1114		\$162.94		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2800-134322		09/17/2021		WIPER BLADE		\$43.23		
	2800-132372		09/17/2021		TRA15-1039PPP		\$30.46		
	2800-134003		09/17/2021		POL11-1114		\$47.08		
	2800-133898		09/17/2021		POL11-1114		\$211.66		
	2800-132816		09/17/2021		PF13-4411		\$130.36		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$627.75		
	426 - Transit				426.11000 (Cash)		\$30.46		
131417	09/23/2021	Open			Accounts Payable	OTIS ELEVATOR CO INC	\$259.35		
	Invoice			Date	Description		Amount		
	SW16877001		09/15/2021		ELEVATOR 1, DOORS STUCK OPEN		\$259.35		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$259.35		
131418	09/23/2021	Open			Accounts Payable	P G & E	\$11,192.13		
	Invoice			Date	Description		Amount		
	9-2-21		09/14/2021		Acct. #0264740842-2 - 901 High St., #1 - 9/2/21		\$16.30		
	FIRE #4 9/15/21		09/22/2021		7556584382-0 / 2820 N Walnut-Fire #4		\$23.02		
	TRANSIT2 9/14/21		09/22/2021		9448303839-7 / 1418 N Golden State Blvd Ste 2		\$16.67		
	PSF 9/14/21		09/22/2021		8391988340-1 / 244 N Broadway-PSF		\$3,991.00		
	WLNT#A 9/14/21		09/22/2021		3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$6,183.97		
	CNG 9/14/21		09/22/2021		8466606707-3 / 901 S Walnut Rd CNG		\$916.20		
	TRANSIT1 9/14/21		09/22/2021		0913752739-7 / 1418 N Golden State Blvd Ste 1		\$16.67		
	701 WLNT 9/14/21		09/22/2021		6224543828-8 / 701 S Walnut Rd		\$28.30		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,014.02		
	255 - CDBG				255.11000 (Cash)		\$16.30		
	426 - Transit				426.11000 (Cash)		\$6,217.31		
	505 - Fleet				505.11000 (Cash)		\$944.50		
131419	09/23/2021	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$2,952.95		
	Invoice			Date	Description		Amount		
	057097185		09/17/2021		Pipe and Pipe Fittings		\$453.11		
	056992112		09/17/2021		Pipe and Pipe Fittings		\$2,499.84		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,499.84		
	420 - WATER				420.11000 (Cash)		\$453.11		
131420	09/23/2021	Open			Accounts Payable	Platt Electric Supply	\$500.41		
	Invoice			Date	Description		Amount		
	1X15049		09/16/2021		SL Restock Material		\$342.04		
	1X15439		09/16/2021		Supplies to Repair Wire @ WQC		\$158.37		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$342.04		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$158.37		
131421	09/23/2021	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$2,552.01		
	Invoice			Date	Description		Amount		
	51337		09/17/2021		pol16-1300		\$2,552.01		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,552.01		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131422	09/23/2021	Open			Accounts Payable	PRO FORCE LAW ENFORCEMENT	\$390.40		
			Invoice	Date	Description		Amount		
			458568	09/15/2021	WRP BOLAWRAP 100 CART BLK		\$390.40		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$390.40		
131423	09/23/2021	Open			Accounts Payable	PROTECH SECURITY/ELEC INC	\$1,245.00		
			Invoice	Date	Description		Amount		
			12483	09/22/2021	CHLORINE BLDG QUARTERLY MONITORING - OCT-NOV-DEC 2021		\$150.00		
			12482	09/22/2021	SWITCH GEAR BLDG QUARTERLY MONITORING - OCT-NOV-DEC 2021		\$150.00		
			12481	09/22/2021	CITY HALL MONTHLY MONITORING - SEPT 2021		\$98.00		
			12480	09/22/2021	PSF MONTHLY MONITORING - SEPT 2021		\$490.00		
			12478	09/22/2021	TRANSIT CENTER -BURGLARY ALARM MONITORING - OCT/NOV/DEC 2021		\$120.00		
			12479	09/22/2021	TRANSIT CENTER QUARTERLY FIRE MONITORING - OCT/NOV/DEC 2021		\$237.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$588.00		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$300.00		
			426 - Transit		426.11000 (Cash)		\$357.00		
131424	09/23/2021	Open			Accounts Payable	QuestMark Information Management, Inc.	\$25,272.31		
			Invoice	Date	Description		Amount		
			1005795	09/21/2021	UT DELINQ - SEP 14 2021 DD28		\$119.76		
			1005793	09/21/2021	UT STATEMENT - SEP 13 2021 DD28		\$2,246.75		
			1005776	09/21/2021	UT DELINQ - SEP 8 2021 DD21		\$80.88		
			1005665	09/21/2021	UT DELINQ - AUG 25 2021 DD14		\$92.54		
			1005645	09/21/2021	UT DELINQ - AUG 19 2021 DD7		\$94.33		
			1005608	09/21/2021	UT DELINQ - AUG 11 2021 DD28		\$111.04		
			1005596	09/21/2021	UT DELINQ - AUG 5 2021 DD21		\$83.58		
			1005499	09/21/2021	UT DELINQ - JUL 27 2021 DD14		\$87.16		
			1005480	09/21/2021	UT DELINQ - JUL 20 2021 DD7		\$93.13		
			1005437	09/21/2021	UT DELINQ - JUL 12 2021 DD28		\$105.07		
			1005414	09/21/2021	UT DELINQ - JUL 6 2021 DD21		\$75.22		
			1005663	09/21/2021	BUSINESS LICENSE DELINQUENT 7/1/21-12/31/21		\$366.99		
			1005412	09/21/2021	UT STATEMENT - JUL 6 2021 DD21		\$2,586.65		
			1005428	09/21/2021	UT STATEMENT - JUL 9 2021 DD28		\$2,118.75		
			1005473	09/21/2021	UT STATEMENT - JUL 19 2021 DD7		\$2,272.85		
			1005494	09/21/2021	UT STATEMENT - JUL 26 2021 DD14		\$2,435.08		
			1005594	09/21/2021	UT STATEMENT - AUG 3 2021 DD21		\$2,547.80		
			1005606	09/21/2021	UT STATEMENT - AUG 10 2021 DD28		\$2,376.63		
			1005643	09/21/2021	UT STATEMENT - AUG 18 2021 DD7		\$2,216.49		
			1005661	09/21/2021	UT STATEMENT - AUG 24 2021 DD14		\$2,397.34		
			1005767	09/21/2021	UT STATEMENT - SEP 7 2021 DD21		\$2,764.27		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$8,421.13		
			204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		\$45.55		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$8,099.37		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER			420.11000 (Cash)			\$8,706.26		
131425	09/23/2021	Open			Accounts Payable	REED INC, GEORGE	\$174.56		
	Invoice		Date	Description		Amount			
	100247293		09/10/2021	GEORGE REED - ASPHALT		\$89.74			
	100247411		09/10/2021	GEORGE REED - ASPHALT		\$84.82			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$174.56			
131426	09/23/2021	Open			Accounts Payable	Roadrunner Drilling & Pump Company Inc	\$96,059.69		
	Invoice		Date	Description		Amount			
	986.1-20		09/23/2021	Well Rehabilitation Services		\$96,059.69			
	Paying Fund			Cash Account		Amount			
	422 - Well Remediation			422.11000 (Cash)		\$96,059.69			
131427	09/23/2021	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$1,622.78		
	Invoice		Date	Description		Amount			
	3024824806		09/17/2021	ST99-4818 / 4819		\$640.45			
	3024821684		09/17/2021	PK12-4408		\$428.96			
	3024751105		09/17/2021	PD Auto Parts		\$329.13			
	3024786372		09/17/2021	PD Auto Parts		\$100.91			
	3024814576		09/17/2021	POL15-1136		\$6.76			
	3024762534		09/17/2021	POL15-1136		\$116.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$982.33			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$640.45			
131428	09/23/2021	Open			Accounts Payable	SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC	\$13,281.10		
	Invoice		Date	Description		Amount			
	RET/CP1759		06/30/2021	17-59 Pedestrian Intersection Improvements - Retention Release		\$13,281.10			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$13,281.10			
131429	09/23/2021	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,136.00		
	Invoice		Date	Description		Amount			
	529580		09/15/2021	FINGERPRINTING AUG 2021		\$1,136.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,136.00			
131430	09/23/2021	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$134,217.95		
	Invoice		Date	Description		Amount			
	8861T		09/17/2021	Management and Operation of Turlock Transit Services Aug 2021		\$134,217.95			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$134,217.95			
131431	09/23/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice		Date	Description		Amount			
	09152021BECCHETT		09/17/2021	9-15-21 PAYROLL ATTACHMENT		\$439.13			
	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
131440	09/23/2021	Open			Accounts Payable	US BANK-VISA	\$110,595.66		
	Invoice		Date		Description		Amount		
	8/23/21X9452		09/20/2021		Procurement-card Charges - 8/23/21 Statement		\$110,595.66		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$36,159.46		
	201 - Asset Forfeiture				201.11000 (Cash)		\$2,340.00		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$416.56		
	204 - AB 939 Integrated Waste Mgmt				204.11000 (Cash)		\$88.97		
	205 - Sports Facilities				205.11000 (Cash)		\$6,540.05		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$3,883.21		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$5,565.37		
	226 - Traffic Tax				226.11000 (Cash)		\$485.44		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$25.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$2,457.56		
	266 - Police Services Grants				266.11000 (Cash)		\$1,155.64		
	270 - Recreation Grants				270.11000 (Cash)		\$3,513.61		
	301 - Capital Improvements				301.11000 (Cash)		\$250.00		
	405 - Building				405.11000 (Cash)		\$279.69		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$32,441.62		
	420 - WATER				420.11000 (Cash)		\$9,828.39		
	426 - Transit				426.11000 (Cash)		\$2,992.36		
	501 - Information Technology				501.11000 (Cash)		\$354.00		
	502 - Engineering				502.11000 (Cash)		\$1,682.37		
	505 - Fleet				505.11000 (Cash)		\$136.36		
131441	09/23/2021	Open			Accounts Payable	VALLEY BALANCING & AUTO	\$1,357.87		
	Invoice		Date		Description		Amount		
	119428		09/17/2021		SC03-9027		\$1,357.87		
	Paying Fund				Cash Account		Amount		
	205 - Sports Facilities				205.11000 (Cash)		\$1,357.87		
131442	09/23/2021	Open			Accounts Payable	VALLEY PETCARE	\$1,449.00		
	Invoice		Date		Description		Amount		
	1935234		09/15/2021		August 2021		\$1,449.00		
	Paying Fund				Cash Account		Amount		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$809.00		
	266 - Police Services Grants				266.11000 (Cash)		\$640.00		
131443	09/23/2021	Open			Accounts Payable	VERIZON WIRELESS	\$5,713.24		
	Invoice		Date		Description		Amount		
	9887682050		09/15/2021		POLICE AUG 4- SEPT 3		\$5,713.24		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$5,713.24		
131444	09/23/2021	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$12,361.00		
	Invoice		Date		Description		Amount		
	00339.05-56		09/16/2021		DMC Monitoring Support - July 2021		\$12,361.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$12,361.00		



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131445	09/23/2021	Open			Accounts Payable	WALLACE KUHL & ASSOCIATES	\$9,441.71		
	Invoice		Date	Description			Amount		
	202103134		09/16/2021	SR04, 16-60 Linwood Avenue ATP Improvements through 8/28/21			\$2,552.24		
	202103135		09/16/2021	SR 05, 21-021 Pedras Road Rehabilitation - through 8/28/21			\$4,269.74		
	202103136		09/16/2021	SR 06, 21-018 Lander Avenue Rehabilitation through 8/28/21			\$2,619.73		
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$6,821.98		
	218 - Measure L			218.11000 (Cash)			\$2,619.73		
131446	09/23/2021	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,030.29		
	Invoice		Date	Description			Amount		
	WV OCT 21		09/14/2021	WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM			\$1,030.29		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$1,030.29		
131447	09/23/2021	Open			Accounts Payable	WESTFORK ESTATES	\$634.12		
	Invoice		Date	Description			Amount		
	WES OCT 2021		09/14/2021	WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM			\$634.12		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$634.12		
131448	09/23/2021	Open			Accounts Payable	WEXBANK	\$414.83		
	Invoice		Date	Description			Amount		
	74010937		09/22/2021	SHELL FUEL - 9/15/21 STATEMENT			\$414.83		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$414.83		
131449	09/23/2021	Open			Accounts Payable	WHITE BRENNER LLP	\$16,169.72		
	Invoice		Date	Description			Amount		
	41473		06/30/2021	Personnel Rules			\$16,500.00		
	CM-7/14/21		06/30/2021	Credit Memo for overpaid services			(\$330.28)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$16,169.72		
131450	09/23/2021	Open			Accounts Payable	YONAN, ERIC	\$500.00		
	Invoice		Date	Description			Amount		
	21-006		09/13/2021	SEPTIC CLOSURE REFUND - 694 NINTH ST			\$500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$500.00		

Type Check Totals:  
AP - Accounts Payable Totals

96 Transactions

\$1,483,248.37

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$1,483,248.37	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$1,483,248.37	\$0.00

# Payment Register

From Payment Date: 9/17/2021 - To Payment Date: 9/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	96	\$1,483,248.37	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>96</b>	<b>\$1,483,248.37</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	96	\$1,483,248.37	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>96</b>	<b>\$1,483,248.37</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	96	\$1,483,248.37	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>96</b>	<b>\$1,483,248.37</b>	<b>\$0.00</b>	

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
131451	09/28/2021	Open			Utility Management Refund	CAMPANELLA, TINA	\$153.58		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		241474-008	MOVE-OUT CREDIT	09/28/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$153.58		
131452	09/28/2021	Open			Utility Management Refund	CARMICHAEL, CONNIE, MAE	\$11.44		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		151602-003	MOVE-OUT CREDIT	09/28/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$11.44		
131453	09/28/2021	Open			Utility Management Refund	CASTILLO, DANIELLE	\$248.33		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		457604-006	MOVE-OUT CREDIT	09/28/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$248.33		
131454	09/28/2021	Open			Utility Management Refund	CHANDLER, DAVID, G	\$100.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		431222-003	MOVE-OUT CREDIT	09/28/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$100.00		
131455	09/28/2021	Open			Utility Management Refund	ELVING, JON	\$226.95		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		163074-002	MOVE-OUT CREDIT	09/28/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$226.95		
131456	09/28/2021	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$69.48		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001227-001	MOVE-OUT CREDIT	09/28/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$69.48		
131457	09/28/2021	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$63.50		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001233-001	MOVE-OUT CREDIT	09/28/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$63.50		
131458	09/28/2021	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$165.95		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001234-001	MOVE-OUT CREDIT	09/28/2021	Refund			

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131459	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$165.95		
	09/28/2021	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$63.29		
<u>Account Type</u>			<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
Single Family Res Metered			001232-001	MOVE-OUT CREDIT	09/28/2021	Refund			
Paying Fund			Cash Account			Amount			
420 - WATER			420.11000 (Cash)			\$63.29			
131460	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$63.29		
	09/28/2021	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$164.80		
<u>Account Type</u>			<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
Single Family Res Metered			001235-001	MOVE-OUT CREDIT	09/28/2021	Refund			
Paying Fund			Cash Account			Amount			
420 - WATER			420.11000 (Cash)			\$164.80			
131461	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$164.80		
	09/28/2021	Open			Utility Management Refund	FINSTERBUSCH, WILMA, LEE	\$34.76		
<u>Account Type</u>			<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
Single Family Res Metered			535001-002	MOVE-OUT CREDIT	09/28/2021	Refund			
Paying Fund			Cash Account			Amount			
420 - WATER			420.11000 (Cash)			\$34.76			
131462	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$34.76		
	09/28/2021	Open			Utility Management Refund	GARCIA, MAX, MANUEL	\$313.79		
<u>Account Type</u>			<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
Single Family Res Metered			360287-006	MOVE-OUT CREDIT	09/28/2021	Refund			
Paying Fund			Cash Account			Amount			
420 - WATER			420.11000 (Cash)			\$313.79			
131463	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$313.79		
	09/28/2021	Open			Utility Management Refund	IGNACIO, RONNIE	\$424.24		
<u>Account Type</u>			<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
Single Family Res Metered			41289-002	MOVE-OUT CREDIT	09/28/2021	Refund			
Paying Fund			Cash Account			Amount			
420 - WATER			420.11000 (Cash)			\$424.24			
131464	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$424.24		
	09/28/2021	Open			Utility Management Refund	JING, JESSICA	\$252.55		
<u>Account Type</u>			<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
Single Family Res Metered			242888-006	MOVE-OUT CREDIT	09/28/2021	Refund			
Paying Fund			Cash Account			Amount			
420 - WATER			420.11000 (Cash)			\$252.55			
131465	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$252.55		
	09/28/2021	Open			Utility Management Refund	JONES, NIKKI	\$209.74		
<u>Account Type</u>			<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
Single Family Res Metered			766410-008	MOVE-OUT CREDIT	09/28/2021	Refund			
Paying Fund			Cash Account			Amount			
420 - WATER			420.11000 (Cash)			\$209.74			
131466	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$209.74		
	09/28/2021	Open			Utility Management Refund	KOT, KEVIN, H	\$148.63		
<u>Account Type</u>			<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
Single Family Res Metered			000490-003	MOVE-OUT CREDIT	09/28/2021	Refund			

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131467	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$148.63			
	09/28/2021	Open			Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	\$199.29		
<u>Account Type</u>			<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
Single Family Res Metered			150371-010		MOVE-OUT CREDIT	09/28/2021	Refund		
Paying Fund			Cash Account		Amount				
420 - WATER			420.11000 (Cash)		\$199.29				
131468	09/28/2021			Open		Utility Management Refund	MATTHEWS, BILLIE	\$25.00	
	<u>Account Type</u>			<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	
	Single Family Res Metered			196843-004		MOVE-OUT CREDIT	09/28/2021	Refund	
Paying Fund			Cash Account		Amount				
420 - WATER			420.11000 (Cash)		\$25.00				
131469	09/28/2021			Open		Utility Management Refund	MILLER, DANIEL, A	\$184.49	
	<u>Account Type</u>			<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	
	Single Family Res Metered			430072-008		MOVE-OUT CREDIT	09/28/2021	Refund	
Paying Fund			Cash Account		Amount				
420 - WATER			420.11000 (Cash)		\$25.00				
131470	09/28/2021			Open		Utility Management Refund	NEW BRIDGE MANAGEMENT	\$26.71	
	<u>Account Type</u>			<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	
	Single Family Res Metered			000485-008		MOVE-OUT CREDIT	09/28/2021	Refund	
Paying Fund			Cash Account		Amount				
420 - WATER			420.11000 (Cash)		\$184.49				
131471	09/28/2021			Open		Utility Management Refund	REINOSO, JOSE	\$257.09	
	<u>Account Type</u>			<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	
	Single Family Res Metered			184500-004		MOVE-OUT CREDIT	09/28/2021	Refund	
Paying Fund			Cash Account		Amount				
420 - WATER			420.11000 (Cash)		\$26.71				
131472	09/28/2021			Open		Utility Management Refund	RIVERA, KENNETH	\$259.38	
	<u>Account Type</u>			<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	
	Single Family Res Metered			608092-001		CUSTOMER REQUEST	09/28/2021	Refund	
Paying Fund			Cash Account		Amount				
420 - WATER			420.11000 (Cash)		\$259.38				
131473	09/28/2021			Open		Utility Management Refund	WEBBER, NICHOLAS	\$209.73	
	<u>Account Type</u>			<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	
	Single Family Res Metered			203246-005		MOVE-OUT CREDIT	09/28/2021	Refund	
Paying Fund			Cash Account		Amount				
420 - WATER			420.11000 (Cash)		\$209.73				
131474	09/30/2021			Open		Accounts Payable	AMERICA'S AUTO GLASS	\$444.76	
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>	<u>Amount</u>			
	1962			09/24/2021	POL16-1301	\$444.76			

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$444.76		
131475	09/30/2021	Open			Accounts Payable	APB General Engineering	\$21,119.73		
	Invoice			Date	Description		Amount		
				06/30/2021	14-30 Sewer Line Rep on Angelus/Bothun/Castor - Retention Release		\$21,119.73		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$21,119.73		
131476	09/30/2021	Open			Accounts Payable	Aramark Uniform Services	\$2,935.42		
	Invoice			Date	Description		Amount		
				08/31/21	09/27/2021 UNIFORM RENTAL & LAUNDRY SERVICES - AUGUST 2021		\$2,935.42		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$992.30		
	205 - Sports Facilities			205.11000 (Cash)			\$127.79		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$191.40		
	246 - Landscape Assessment			246.11000 (Cash)			\$206.96		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$854.69		
	420 - WATER			420.11000 (Cash)			\$232.88		
	426 - Transit			426.11000 (Cash)			\$121.60		
	505 - Fleet			505.11000 (Cash)			\$207.80		
131477	09/30/2021	Open			Accounts Payable	AT&T / CALNET 3	\$5,170.88		
	Invoice			Date	Description		Amount		
				09/27/2021	MULTI 9/30/21 Multiple COT accounts paid on 9/3021 (Aug - Sep 2021)		\$3,724.52		
				09/27/2021	000017044438 BAN #9391034901 (T1 LINE - 4-way split) (8/13/21 - 9/12/21)		\$166.16		
				09/27/2021	000017044292 BAN #9391034842 / PSF Phones 2096323265 (8/13/21 - 9/12/21)		\$539.21		
				09/27/2021	000017044296 BAN #9391034847 /City-wide system 2096682612957 (8/13- 9/12/21)		\$740.99		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,207.32		
	205 - Sports Facilities			205.11000 (Cash)			\$39.59		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$4.62		
	246 - Landscape Assessment			246.11000 (Cash)			\$4.62		
	255 - CDBG			255.11000 (Cash)			\$17.74		
	405 - Building			405.11000 (Cash)			\$66.82		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$246.45		
	420 - WATER			420.11000 (Cash)			\$137.54		
	426 - Transit			426.11000 (Cash)			\$250.26		
	501 - Information Technology			501.11000 (Cash)			\$126.63		
	502 - Engineering			502.11000 (Cash)			\$34.43		
	505 - Fleet			505.11000 (Cash)			\$34.86		
131478	09/30/2021	Open			Accounts Payable	AT&T/SBC	\$33.36		
	Invoice			Date	Description		Amount		
				09/27/2021	PD 9/7/21 Acct# 234 371-3447 543 0/ Police Dept		\$33.36		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$33.36		

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131479	09/30/2021	Open			Accounts Payable	Banner Bank	\$20,833.75		
	Invoice		Date		Description		Amount		
	RET PP11/CP20009		09/22/2021		Escrow #1811 for CP 20-009 Well 38 - Retention Pmt 11 (July2021)		\$4,192.50		
	RET PP12/CP20009		09/22/2021		Escrow#1811 for CP20-009 Well 38-Retention Pmt 12 (7/26-8/25/21)		\$16,641.25		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$20,833.75		
131480	09/30/2021	Open			Accounts Payable	California Dept of Transportation	\$5,569.12		
	Invoice		Date		Description		Amount		
	SL220093		06/30/2021		Signals & Lighting Billing APR-JUN 2021		\$5,569.12		
	Paying Fund				Cash Account		Amount		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$5,569.12		
131481	09/30/2021	Open			Accounts Payable	CAROLLO ENGINEERS	\$160,303.49		
	Invoice		Date		Description		Amount		
	FB13350		09/22/2021		15-39D SECONDARY CLARIFIER NO. 5 & DENITRI MGMNT THRU 7/31/21		\$7,163.98		
	FB13875		09/22/2021		18-69 Surface Water Distribution System Improve through 7/31/21		\$79,861.57		
	FB13468		09/22/2021		18-69 Surface Water Distribution System Improve through 7/31/21		\$49,428.94		
	FB10669		06/30/2021		Key Activities Completed in April 2021		\$23,849.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$23,849.00		
	413 - WQC-Capital Expansion Reserve				413.11000 (Cash)		\$7,163.98		
	420 - WATER				420.11000 (Cash)		\$129,290.51		
131482	09/30/2021	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$506.50		
	Invoice		Date		Description		Amount		
	69338		09/27/2021		CITY HALL - ALARM GOING OFF A/C UNIT #4		\$142.50		
	69254		06/30/2021		Preventative Maintenance & Filter Change-out - JUNE 2021		\$364.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$142.50		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$79.00		
	501 - Information Technology				501.11000 (Cash)		\$285.00		
131483	09/30/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$483.98		
	Invoice		Date		Description		Amount		
	0465535092221		09/27/2021		8203 13 001 0465535 / Admin Internet		\$84.98		
	0461088091821		09/27/2021		8203 13 001 0461088 / City Hall		\$399.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$84.98		
	501 - Information Technology				501.11000 (Cash)		\$399.00		
131484	09/30/2021	Open			Accounts Payable	CLARK BROS INC	\$568,005.00		
	Invoice		Date		Description		Amount		
	PP6/CP20027		09/22/2021		20-027 City Wide Chlorination 8/1/21 - 8/31/21		\$568,005.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$568,005.00		

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131485	09/30/2021	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$610.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	28816461		06/30/2021		POLICE PEST SINGLE SERVICE 4.28.21		\$610.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$610.00		
131486	09/30/2021	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES dba CPS HR Consulti	\$13,576.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0003456		06/30/2021		HR Consultation 5/2/21-5/29/21		\$13,576.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$13,576.25		
131487	09/30/2021	Open			Accounts Payable	CRAIG SAFETY GROUP	\$2,437.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	21870 FY2021		06/30/2021		Consulting Services through June 24, 2021		\$2,437.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,437.50		
131488	09/30/2021	Open			Accounts Payable	CRESCENT SURPLUS INC	\$36.66		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	K12186		09/20/2021		ACADEMY ANDY KHOUNLIVONG TROUSERS		\$25.87		
	064271		09/20/2021		ACADEMY ANDY KHOUNLIVONG BELT		\$10.79		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$36.66		
131489	09/30/2021	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$3,265.92		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	64341		09/27/2021		Unarmed Security Services for Transit Center 9/13/21-9/19/21		\$3,265.92		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$3,265.92		
131490	09/30/2021	Open			Accounts Payable	CULLIGAN INC	\$589.38		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7/31/21		09/23/2021		Acct #180900 DE-IONIZED WATER FOR WQC LAB-AUG 2021		\$250.38		
	8/31/21		09/23/2021		Acct #180900 DE-IONIZED WATER FOR WQC LAB-SEP 2021		\$339.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$589.38		
131491	09/30/2021	Open			Accounts Payable	DELL MARKETING LP	\$19,371.34		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10519595173		09/27/2021		LAPTOP FOR 3D SCANNER		\$4,016.50		
	10519595181		09/27/2021		2 QTY-POWEREDGE R540 SERVERS FOR SCADA		\$15,354.84		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	206 - Traffic Safety				206.11000 (Cash)		\$4,016.50		
	420 - WATER				420.11000 (Cash)		\$15,354.84		
131492	09/30/2021	Open			Accounts Payable	FASTENAL COMPANY INC	\$1,590.01		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	CATUR175713		09/23/2021		Misc Supplies WQC		\$649.01		
	CATUR175641		09/24/2021		DEPARTMENT SUPPLIES		\$941.00		



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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,590.01		
131493	09/30/2021	Open			Accounts Payable	FEDERAL EXPRESS	\$35.60		
	Invoice		Date	Description			Amount		
	7-511-11592		09/27/2021	SHIPPING CHARGES - 9/24/21			\$35.60		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$35.60		
131494	09/30/2021	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$1,229.28		
	Invoice		Date	Description			Amount		
	1846391		09/23/2021	LAB SUPPLIES			\$791.99		
	1718137		09/23/2021	LAB SUPPLIES			\$108.42		
	2463290		09/23/2021	LAB SUPPLIES			\$237.41		
	2739819		09/23/2021	LAB SUPPLIES			\$91.46		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,229.28		
131495	09/30/2021	Open			Accounts Payable	GCR TIRES & SERVICE	\$2,065.00		
	Invoice		Date	Description			Amount		
	858-46376		09/24/2021	ITEM 1133281255			\$867.95		
	858-46436		09/24/2021	Tires			\$1,090.34		
	858-46437		09/24/2021	ITEM 005345			\$106.71		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,090.34		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$867.95		
	420 - WATER			420.11000 (Cash)			\$106.71		
131496	09/30/2021	Open			Accounts Payable	GDR ENGINEERING INC	\$7,000.00		
	Invoice		Date	Description			Amount		
	27267		09/22/2021	SR04, 20-001 Southeast Quadrant Road Rehabilitation July 2021			\$7,000.00		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			\$7,000.00		
131497	09/30/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$10,309.08		
	Invoice		Date	Description			Amount		
	H1H1603		09/23/2021	Lead and Copper			\$67.28		
	H1I1305		09/23/2021	Process Control-Well 31			\$98.42		
	H1H0403		09/23/2021	Quarterly Wastewater Samples			\$54.45		
	H1H0504		09/23/2021	Quarterly Acute Bioassay			\$1,318.96		
	H1H0305		09/23/2021	Wastewater Quarterly Samples			\$5,593.00		
	H1I0702		09/23/2021	Quarterly Wastewater Sample			\$54.50		
	H1I0105		09/23/2021	PRS Station Monitoring W8			\$523.16		
	H1I0804		09/23/2021	Monthly Wastewater Samples			\$168.94		
	H1I0805		09/23/2021	Monthly Waste Water			\$54.50		
	H1H2604		09/23/2021	FOG Study			\$809.64		
	H1H1703		09/23/2021	Lead and Copper			\$67.28		
	H1I1306		09/23/2021	Process Control - Well 35			\$98.42		
	H1G1311		09/24/2021	Drinking Water Well Analysis			\$1,400.53		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$8,053.99		
	420 - WATER			420.11000 (Cash)			\$2,255.09		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131498	09/30/2021	Open			Accounts Payable	GILLIG LLC	\$803.18		
	Invoice		Date	Description			Amount		
	40845922		09/24/2021	TRA18-1061PP			\$803.18		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$803.18		
131499	09/30/2021	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$1,690.00		
	Invoice		Date	Description			Amount		
	44368		09/27/2021	Fuel for Fire #3			\$1,690.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,690.00		
131500	09/30/2021	Open			Accounts Payable	GRAINGER INC, W W	\$157.39		
	Invoice		Date	Description			Amount		
	9054659462		09/24/2021	DEPARTMENT SUPPLIES			\$157.39		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$157.39		
131501	09/30/2021	Open			Accounts Payable	Granberg & Associates	\$22,776.95		
	Invoice		Date	Description			Amount		
	40		09/22/2021	SRWA Contract General Manager for 2021-22 for August 2021			\$22,776.95		
	Paying Fund			Cash Account			Amount		
	950 - SRWA			950.11000 (Cash)			\$22,776.95		
131502	09/30/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$325.00		
	Invoice		Date	Description			Amount		
	503260		09/23/2021	Supplies			\$325.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$325.00		
131503	09/30/2021	Open			Accounts Payable	HSQ INC	\$2,000.00		
	Invoice		Date	Description			Amount		
	204997		09/23/2021	RTU Field Conversion & Testing			\$2,000.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,000.00		
131504	09/30/2021	Open			Accounts Payable	HUNT & SONS, INC.	\$2,170.62		
	Invoice		Date	Description			Amount		
	56846		09/24/2021	Lubricating Oil and Miscellaneous Products			\$2,170.62		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$628.42		
	426 - Transit			426.11000 (Cash)			\$1,542.20		
131505	09/30/2021	Open			Accounts Payable	IMAGE UNIFORMS(STANS) INC	\$569.54		
	Invoice		Date	Description			Amount		
	142147		09/20/2021	COLTON BICKLE SHIRT PANT			\$278.30		
	142151		09/20/2021	SHIRT AND PANT PAUL HERNANDEZ			\$291.24		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$569.54		
131506	09/30/2021	Open			Accounts Payable	KLEINFELDER INC	\$888.00		
	Invoice		Date	Description			Amount		
	001344987		09/22/2021	SR06, 18-54 Inter Improve at Tully @ Tuolumne Rd 8/16/21-9/12/21			\$888.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$888.00		
131507	09/30/2021	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$229.47		
	Invoice			Date	Description		Amount		
				09/24/2021	TRA19-10650		\$229.47		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$229.47		
131508	09/30/2021	Open			Accounts Payable	MIWALL CORPORATION	\$6,767.43		
	Invoice			Date	Description		Amount		
				09/20/2021	HORN 40 S&W 175GR FLX DUTY 50		\$6,767.43		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6,767.43		
131509	09/30/2021	Open			Accounts Payable	MME	\$2,607.63		
	Invoice			Date	Description		Amount		
				06/30/2021	Credit for inv #154155		(\$321.00)		
				06/30/2021	CL20-860		\$142.55		
				09/24/2021	CL03-836		\$647.44		
				09/24/2021	CL03-836		\$2,138.64		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			(\$321.00)		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,928.63		
131510	09/30/2021	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$21,629.33		
	Invoice			Date	Description		Amount		
				06/30/2021	TAIL COAT AND PANT		\$13,518.33		
				06/30/2021	TAIL COAT AND PANT		\$8,111.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$21,629.33		
131511	09/30/2021	Open			Accounts Payable	NAPA AUTO PARTS	\$22.80		
	Invoice			Date	Description		Amount		
				09/24/2021	AC19-1334		\$22.80		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$22.80		
131512	09/30/2021	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$596.42		
	Invoice			Date	Description		Amount		
				09/24/2021	NOTE 624		\$8.73		
				09/24/2021	HPK 47355		\$26.81		
				09/24/2021	CFI 84502		\$68.22		
				09/24/2021	NOTE 4408		\$55.06		
				09/24/2021	ST91-711		\$47.11		
				09/24/2021	AD17-4508		\$28.49		
				09/24/2021	JANITORIAL SUPPLIES		\$105.20		
				09/24/2021	CFI 89071		\$25.06		
				09/24/2021	BEP 48H6		(\$23.90)		
				09/24/2021	RFI R95140		(\$1.23)		
				09/24/2021	POL16-1143		\$188.65		
				09/24/2021	CFI 85372		\$68.22		

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	Paying Fund			Cash Account			Amount		
					110.11000 (Cash)		\$355.02		
					217.11000 (Cash)		\$47.11		
					246.11000 (Cash)		\$28.49		
					410.11000 (Cash)		\$140.74		
					426.11000 (Cash)		\$25.06		
131513	09/30/2021	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$18,261.13		
	Invoice		Date	Description		Amount			
	18431		09/22/2021	SR03, 21-021 Pedras Rd Rehab through 8/31/21		\$18,261.13			
	Paying Fund			Cash Account			Amount		
					215.11000 (Cash)		\$18,261.13		
131514	09/30/2021	Open			Accounts Payable	NV5 INC.	\$9,074.50		
	Invoice		Date	Description		Amount			
	000000232496		09/22/2021	SR 06, 19-50 Sanitary Sewer Lift 9, 42, & 55 thru 8/28/21		\$9,074.50			
	Paying Fund			Cash Account			Amount		
					410.11000 (Cash)		\$9,074.50		
131515	09/30/2021	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$24,886.37		
	Invoice		Date	Description		Amount			
	3751201		09/22/2021	19-51 Design Services for Columbia Pool Improve 8/2/21-9/5/21		\$24,886.37			
	Paying Fund			Cash Account			Amount		
					301.11000 (Cash)		\$24,886.37		
131516	09/30/2021	Open			Accounts Payable	OREILLY AUTO PARTS	\$395.49		
	Invoice		Date	Description		Amount			
	2800-138740		09/24/2021	WIPER BLADE		\$64.85			
	2800-138752		09/24/2021	POL18-1327		\$269.72			
	2800-138450		09/24/2021	VEHICLE 3585		\$60.92			
	Paying Fund			Cash Account			Amount		
					110.11000 (Cash)		\$334.57		
					410.11000 (Cash)		\$60.92		
131517	09/30/2021	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$5,565.34		
	Invoice		Date	Description		Amount			
	057017601-2		09/24/2021	Pipe and Pipe Fittings		\$1,660.66			
	057146483-1		09/24/2021	Pipe and Pipe Fittings		\$3,904.68			
	Paying Fund			Cash Account			Amount		
					420.11000 (Cash)		\$5,565.34		
131518	09/30/2021	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$145,169.30		
	Invoice		Date	Description		Amount			
	582		06/30/2021	2021-10743 Homelessness Policy		\$23,280.00			
	583		06/30/2021	2021-10745 Project Hornet		\$2,220.00			
	584		06/30/2021	2021-10747 Parks, Recreation & Public Facilities		\$2,940.00			
	585		06/30/2021	2021-10752 Development Services		\$480.00			
	586		06/30/2021	2021-10753 Municipal Services		\$228.50			
	587		06/30/2021	2021-10754 Housing		\$180.00			
	588		06/30/2021	2021-10755 SRWA		\$457.50			
	589		06/30/2021	2021-10757 Agenda Review		\$5,970.00			

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590	06/30/2021			2021-10758	Land Acquisition	3500 N Quincy	\$240.00		
591	06/30/2021			2021-10762	City Council		\$3,900.00		
592	06/30/2021			2021-10742	General Municipal		\$3,777.50		
593	06/30/2021			2021-10743	Homelessness Policy		\$9,150.00		
594	06/30/2021			2021-10745	Project Hornet		\$570.00		
595	06/30/2021			2021-10747	Parks, Recreation, & Public Facilities		\$4,740.00		
596	06/30/2021			2021-10750	Police Dept		\$30.00		
606	06/30/2021			2021-10788	Assessment District - Turlock Auto Plaza		\$60.00		
608	06/30/2021			2021-10795	County Property Tax Split		\$1,260.00		
609	06/30/2021			2021-10742	General Municipal		\$8,520.00		
610	06/30/2021			2021-10743	Homelessness Policy		\$6,210.00		
611	06/30/2021			2021-10745	Project Hornet		\$1,380.00		
612	06/30/2021			2021-10752	Development Services		\$1,380.00		
614	06/30/2021			2021-10755	SRWA		\$750.00		
616	06/30/2021			2021-10758	Land Acquisition - 3500 N. Quincy		\$90.00		
617	06/30/2021			2021-10762	City Council		\$3,660.00		
619	06/30/2021			2021-10777	Redistricting Council Districts		\$120.00		
621	06/30/2021			2021-10782	Water		\$2,190.00		
622	06/30/2021			2021-10783	Assessment Districts Recalibration		\$240.00		
623	06/30/2021			2021-10788	Assessment District- Turlock Auto Plaza		\$210.00		
624	06/30/2021			2021-10795	County Property Tax Split		\$780.00		
625	06/30/2021			2021-10801	TCP		\$150.00		
754	06/30/2021			2021-10770	Human Resources		\$3,990.00		
763	06/30/2021			2021-10770	Human Resources		\$2,934.50		
764	06/30/2021			2021-10780	Cannabis Regulation		\$840.00		
765	06/30/2021			2021-10793	Measure A Roads Program		\$1,428.50		
762	06/30/2021			2021-10768	Public Records Act		\$90.00		
761	06/30/2021			2021-10762	City Council		\$3,420.00		
760	06/30/2021			2021-10758	Land Acquisition 3500 N. Quincy		\$593.50		
758	06/30/2021			2021-10751	Agenda Review		\$3,090.00		
756	06/30/2021			2021-10777	Redistricting Council Districts		\$540.00		
755	06/30/2021			2021-10780	Cannabis Regulation		\$540.00		
751	06/30/2021			2021-10755	SRWA		\$1,195.00		
749	06/30/2021			2021-10757	Agenda Review		\$3,685.00		
766	06/30/2021			2021-10788	Assessment District - Turlock Auto Plaza		\$810.00		
750	06/30/2021			2021-10742	General Municipal		\$10,596.80		
644	06/30/2021			2021-10795	County Property Tax Split		\$1,440.00		
636	06/30/2021			2021-10762	City Council		\$3,450.00		
637	06/30/2021			2021-10764	Meetings		\$1,440.00		
638	06/30/2021			2021-10770	Human Resources		\$4,410.00		
639	06/30/2021			2021-10777	Redistricting Council Districts		\$570.00		
640	06/30/2021			2021-10780	Cannabis Regulation		\$690.00		
641	06/30/2021			2021-10783	Assessment Districts Recalibration		\$750.00		
643	06/30/2021			2021-10793	Measure A Roads Program		\$240.00		
634	06/30/2021			2021-10757	Agenda Review		\$6,720.00		
635	06/30/2021			2021-10758	Land Acquisition 3500 N. Quincy		\$660.00		
632	06/30/2021			2021-10753	Municipal Services		\$60.00		
631	06/30/2021			2021-10752	Development Services		\$660.00		
630	06/30/2021			2021-10750	Police		\$450.00		
629	06/30/2021			2021-10747	Parks, Recreation & Public Facilities		\$300.00		

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	628		06/30/2021	2021-10745	Project Hornet		\$390.00		
	627		06/30/2021	2021-10743	Homelessness Policy		\$3,360.00		
	752		06/30/2021	2021-10754	Housing		\$32.50		
	633		06/30/2021	2021-10754	Housing		\$630.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000	(Cash)		\$134,696.30		
	117 - Cannabis			117.11000	(Cash)		\$930.00		
	118 - Measure A			118.11000	(Cash)		\$1,668.50		
	246 - Landscape Assessment			246.11000	(Cash)		\$2,070.00		
	255 - CDBG			255.11000	(Cash)		\$842.50		
	410 - WATER QUALITY CONTROL (WQC)			410.11000	(Cash)		\$288.50		
	420 - WATER			420.11000	(Cash)		\$4,673.50		
131519	09/30/2021	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$1,031.31		
	Invoice		Date	Description		Amount			
	51851		09/24/2021	POL16-1302		\$1,031.31			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000	(Cash)		\$1,031.31		
131520	09/30/2021	Open			Accounts Payable	R3 Consulting Group, Inc.	\$1,612.50		
	Invoice		Date	Description		Amount			
	10585		09/20/2021	Solid Waste Rate Study-August 2021		\$1,612.50			
	Paying Fund			Cash Account			Amount		
	204 - AB 939 Integrated Waste Mgmt			204.11000	(Cash)		\$1,612.50		
131521	09/30/2021	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$6,025.00		
	Invoice		Date	Description		Amount			
	19226		09/20/2021	TURLOCK PD CONTRACT JULY 2021		\$1,000.00			
	19274		09/20/2021	PRE-COE PSYCHOLOGICAL SCREENING		\$225.00			
	19275		09/20/2021	PRE-COE PSYCHOLOGICAL SCREENING		\$225.00			
	19283		09/20/2021	PRE-EMP PSCYCH SCREENING		\$475.00			
	19279		09/20/2021	PRE-COE PSYCHOLOGICAL SCREENING		\$225.00			
	19278		09/20/2021	PRE-COE PSYCHOLOGICAL SCREENING		\$225.00			
	19277		09/20/2021	PRE-COE PSYCHOLOGICAL SCREENING		\$225.00			
	19276		09/20/2021	PRE-COE PSYCHOLOGICAL SCREENING		\$225.00			
	19320		09/20/2021	TURLOCK PD CONTRACT AUGUST 2021		\$1,000.00			
	19424		09/20/2021	POST OFFER SCREENING		\$300.00			
	19417		09/20/2021	TURLOCK PD CONTRACT SEPTEMBER 2021		\$1,000.00			
	19487		09/20/2021	POST OFFER SCREENING		\$300.00			
	19468		09/20/2021	POST OFFER SCREENING		\$300.00			
	19452		09/20/2021	POST OFFER SCREENING		\$300.00			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000	(Cash)		\$6,025.00		
131522	09/30/2021	Open			Accounts Payable	SAFE-T-LITE CO INC	\$6,207.26		
	Invoice		Date	Description		Amount			
	375792		06/30/2021	SAFE T LITE - 514097		\$6,207.26			
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000	(Cash)		\$6,207.26		
131523	09/30/2021	Open			Accounts Payable	SEEGERS PRINTING INC	\$162.94		
	Invoice		Date	Description		Amount			
	0137187-IN		09/27/2021	Transit Division Business Cards		\$162.94			

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$162.94		
131524	09/30/2021	Open			Accounts Payable	SHARPENING SHOP	\$1,075.38		
	Invoice		Date	Description			Amount		
	360741		09/24/2021	TS420			\$1,075.38		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,075.38		
131525	09/30/2021	Open			Accounts Payable	SPRINT	\$1,901.98		
	Invoice		Date	Description			Amount		
	637094318-237		09/27/2021	SPRINT (8/8/21 - 9/7/21)			\$1,901.98		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$644.47		
	120 - Tourism			120.11000 (Cash)			\$45.28		
	205 - Sports Facilities			205.11000 (Cash)			\$111.50		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$224.61		
	246 - Landscape Assessment			246.11000 (Cash)			\$45.75		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$450.56		
	420 - WATER			420.11000 (Cash)			\$337.16		
	505 - Fleet			505.11000 (Cash)			\$42.65		
131526	09/30/2021	Open			Accounts Payable	STANISLAUS COUNTY	\$475.50		
	Invoice		Date	Description			Amount		
	56814		09/22/2021	ENCROACHMENT PERMIT NO 441-2021			\$475.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$475.50		
131527	09/30/2021	Open			Accounts Payable	STERICYCLE INC	\$140.00		
	Invoice		Date	Description			Amount		
	3005308520		06/30/2021	ST#3 STERI-SAFE MONTHLY TREATMENT			\$35.00		
	3005346626		06/30/2021	ST#3 STERI-SAFE MONTHLY TREATMENT			\$35.00		
	3005498915		06/30/2021	ST#2 STERI-SAFE MONTHLY TREATMENT			\$35.00		
	3005573740		06/30/2021	ST#2 STERI-SAFE MONTHLY TREATMENT			\$35.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$140.00		
131528	09/30/2021	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$1,111.18		
	Invoice		Date	Description			Amount		
	SI63708		09/24/2021	EL21-628 / 629			\$1,111.18		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,111.18		
131529	09/30/2021	Open			Accounts Payable	T I D	\$387,765.49		
	Invoice		Date	Description			Amount		
	083201 - SEP 21		09/30/2021	TID STATEMENT - SEP 2021 ACC#0832010000			\$9,974.23		
	183201 - SEP 21		09/30/2021	TID STATEMENT - SEP 2021 ACC#1832010000			\$3,446.03		
	383201 - SEP 21		09/30/2021	TID STATEMENT - SEP 2021 ACC#3832010000			\$5,794.86		
	283201 - SEP 21		09/30/2021	TID STATEMENT - SEP 2021 ACC#2832010000			\$5,466.61		
	483201 - SEP 21		09/30/2021	TID STATEMENT - SEP 2021 ACC#4832010000			\$200,420.40		
	683201 - SEP 21		09/30/2021	TID STATEMENT - SEP 2021 ACC#6832010000			\$5,057.40		
	973201 - SEP 21		09/30/2021	TID STATEMENT - SEP 2021 ACC#9732010000			\$135,980.18		
	773201 - SEP 21		09/30/2021	TID STATEMENT - SEP 2021 ACC#7732010000			\$11,698.39		

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	873201 - SEP 21		09/30/2021		TID STATEMENT - SEP 2021 ACC#8732010000		\$9,927.39		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$34,025.78		
	205 - Sports Facilities				205.11000 (Cash)		\$4,365.47		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$26,671.27		
	246 - Landscape Assessment				246.11000 (Cash)		\$13,377.46		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$172,327.02		
	416 - Recycled Water Sales				416.11000 (Cash)		\$66.63		
	420 - WATER				420.11000 (Cash)		\$132,912.48		
	426 - Transit				426.11000 (Cash)		\$864.39		
	505 - Fleet				505.11000 (Cash)		\$3,154.99		
131530	09/30/2021	Open			Accounts Payable	TBA AUTO PARTS		\$3,109.69	
	Invoice		Date		Description		Amount		
	5-063370		06/30/2021		auto parts		(\$213.86)		
	July 2021		09/24/2021		July 1- July 30, 2021		\$3,323.55		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,065.58		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$19.32		
	420 - WATER				420.11000 (Cash)		\$19.32		
	426 - Transit				426.11000 (Cash)		\$5.47		
131531	09/30/2021	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC		\$4,816.40	
	Invoice		Date		Description		Amount		
	287290		09/23/2021		Liquid Chlorine - EMPTIES		(\$4,000.00)		
	287247		09/23/2021		Liquid Chlorine		\$8,816.40		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,816.40		
131532	09/30/2021	Open			Accounts Payable	U.S. CAD		\$2,363.75	
	Invoice		Date		Description		Amount		
	INV48929		09/27/2021		5 QTY BLUEBEAM LICENSES - THRU 12-21-22		\$2,363.75		
	Paying Fund				Cash Account		Amount		
	271 - Development Services Grants				271.11000 (Cash)		\$2,363.75		
131533	09/30/2021	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC		\$6,482.51	
	Invoice		Date		Description		Amount		
	49468929		09/23/2021		Sodium Bisulfite		\$6,482.51		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$6,482.51		
131534	09/30/2021	Open			Accounts Payable	US BANK OFFICE EQUIPMENT		\$66.44	
	Invoice		Date		Description		Amount		
	436038079		02/24/2021		Lease Agreement for Payroll Copier 02/09/21-03/08/21		\$66.44		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$66.44		
131535	09/30/2021	Open			Accounts Payable	VERIZON WIRELESS		\$3,302.53	
	Invoice		Date		Description		Amount		
	9887682054		09/27/2021		972530635-00006 HOUSING (8/4/21- 9/3/21)		\$50.34		
	9887682056		09/27/2021		972530635-00010 IPADS - COUNCIL (8/4/21 - 9/3/21)		\$114.03		
	9887682061		09/27/2021		972530635-00019 ELECTRICAL (8/4/21 - 9/3/21)		\$114.68		
	9887682059		09/27/2021		972530635-00016 WQC (8/4/21 - 9/3/21)		\$239.73		



# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9887682060		09/27/2021	972530635-00017	- IT (8/4/21 - 9/3/21)		\$126.90		
	9887682055		09/27/2021	972530635-00008	CM & CITY CLERK (8/4/21 - 9/3/21)		\$140.14		
	9887682053		09/27/2021	972530635-00004	BUILDING & PLANNING (8/4/21 - 9/3/21)		\$249.48		
	9887682058		09/27/2021	972530635-00015	UTILITIES (8/4/21 - 9/3/21)		\$1,055.59		
	9887682052		09/27/2021	972530635-00003	ENGINEERING (8/4/21 - 9/3/21)		\$785.68		
	9887682057		09/27/2021	972530635-00013	RECREATION ASES (8/4/21 - 9/3/21)		\$425.96		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000	(Cash)		\$540.63		
	204 - AB 939 Integrated Waste Mgmt			204.11000	(Cash)		\$12.58		
	217 - Streets - Gas Tax			217.11000	(Cash)		\$50.74		
	246 - Landscape Assessment			246.11000	(Cash)		\$40.01		
	255 - CDBG			255.11000	(Cash)		\$50.34		
	270 - Recreation Grants			270.11000	(Cash)		\$161.02		
	405 - Building			405.11000	(Cash)		\$185.11		
	410 - WATER QUALITY CONTROL (WQC)			410.11000	(Cash)		\$666.38		
	420 - WATER			420.11000	(Cash)		\$632.40		
	426 - Transit			426.11000	(Cash)		\$138.69		
	501 - Information Technology			501.11000	(Cash)		\$126.90		
	502 - Engineering			502.11000	(Cash)		\$646.99		
	505 - Fleet			505.11000	(Cash)		\$50.74		
131536	09/30/2021	Open			Accounts Payable	WECO INDUSTRIES INC	\$1,188.51		
	Invoice			Date	Description		Amount		
	0047654-IN-1		06/30/2021		POWER PULL LRG NOZZLE 3/4"		\$1,180.57		
	0048276-IN		06/30/2021		CREDIT FOR INV #47654		(\$1,180.57)		
	0048277-IN		06/30/2021		POWER PULL LRG NOZZLE 3/4"		\$1,188.51		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000	(Cash)		\$1,188.51		
131537	09/30/2021	Open			Accounts Payable	Western Water Constructors, Inc.	\$395,841.25		
	Invoice			Date	Description		Amount		
	PP11/CP20009		09/22/2021		20-009 Well 38 Arsenic Mitigation & ICF Treatment 7/1 -7/25/21		\$79,657.50		
	PP12/CP20009		09/22/2021		20-009 Well 38 Arsenic Mitigation & ICF Treatment 7/26-8/25/21		\$316,183.75		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000	(Cash)		\$395,841.25		
131538	09/30/2021	Open			Accounts Payable	WHITE BRENNER LLP	\$10,943.80		
	Invoice			Date	Description		Amount		
	43244 FY20/21		06/30/2021		Client #: 543 - General Municipal Services rendered thru 6/30/21		\$158.40		
	43280 FY 20/21		06/30/2021		Client #: 543 - Special Counsel Services rendered thru 6/30/21		\$1,442.10		
	43274		06/30/2021		Client #: 543 - Mission Hospital Svcs rendered thru 6/30/21		\$50.60		
	43279 FY 20/21		06/30/2021		Client #: 543 - Mission Hospital/Weaver rendered thru 6/30/21		\$455.40		
	43270		06/30/2021		Client #: 543 - Coronavirus Services rendered thru 6/30/21		\$59.40		
	43251		06/30/2021		Client #: 543 - Water Services rendered thru 6/30/21		\$1,492.70		

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	43265		06/30/2021		Client #: 543 - SRWA Services rendered thru 6/30/21		\$151.80		
	43264		06/30/2021		Client #: 543 - TCP Services rendered thru 6/30/21		\$126.50		
	43255		06/30/2021		Client #: 543 - Cannabis Services rendered thru 6/30/21		\$495.60		
	43244	FY 21/22	09/28/2021		Client #: 543 - General Municipal Services rendered FY 21/22		\$5,069.20		
	43280	FY 21/22	09/28/2021		Client #: 543 - Special Counsel Services rendered FY 21/22		\$1,340.90		
	43279	FY 21/22	09/28/2021		Client #: 543 - Mission Hospital/Weaver rendered FY 21/22		\$101.20		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$8,677.20		
	117 - Cannabis				117.11000 (Cash)		\$495.60		
	420 - WATER				420.11000 (Cash)		\$1,771.00		
131539	09/30/2021	Open			Accounts Payable	AT&T	\$125.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	399637		09/20/2021		TP21003968 9.2.21		\$125.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$125.00		
131540	09/30/2021	Open			Accounts Payable	Berger Land Group, LP	\$189.30		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	GP13-023G/REFUND		09/24/2021		Dust Control Security Refund- 761 E. Canal Dr (GP 13 -023G)		\$189.30		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$189.30		
131541	09/30/2021	Open			Accounts Payable	Bickle, Sara	\$192.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR 4604 Per Diem		09/03/2021		Assertive Supervision - Mountain View, CA - 10/6 to 10/8		\$192.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$192.00		
131542	09/30/2021	Open			Accounts Payable	Blanc, Kevin	\$320.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR 4616 Per Diem		09/17/2021		ICI Robbery - Carmel, CA - 10/11 to 10/15		\$320.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$320.00		
131543	09/30/2021	Open			Accounts Payable	Franco, Lilia	\$192.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR 4605 Per Diem		09/03/2021		Assertive Supervision - Mountain View, CA - 10/6 to 10/8		\$192.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$192.00		
131544	09/30/2021	Open			Accounts Payable	Lewis, Clifford	\$192.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR 4606 Per Diem		09/16/2021		Assertive Supervision - Folsom, CA - 10/13 to 10/15		\$192.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$192.00		

# Payment Register

From Payment Date: 9/24/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
131545	09/30/2021	Open			Accounts Payable	Marin Consulting Associates	\$375.00		
	Invoice		Date	Description		Amount			
	TR 4606 Tuition		09/16/2021	Assertive Supervision - 10/13 to 10/15 - C. Lewis		\$375.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$375.00			
131546	09/30/2021	Open			Accounts Payable	TNT INDUSTRIAL CONTRACTORS	\$1,997.09		
	Invoice		Date	Description		Amount			
	METER #15649495		09/24/2021	HYDRANT USE PERMIT REFUND		\$1,997.09			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,000.00			
	420 - WATER			420.11000 (Cash)		(\$2.91)			
131548	09/30/2021	Open			Accounts Payable	Petrolakis Law & Advocacy, APC	\$11,370.00		
	Invoice		Date	Description		Amount			
	626		06/30/2021	2021-10742 General Municipal		\$11,370.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$11,370.00			

Type Check Totals:  
AP - Accounts Payable Totals

97 Transactions

\$1,968,496.43

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$1,968,496.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>97</b>	<b>\$1,968,496.43</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$1,968,496.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>97</b>	<b>\$1,968,496.43</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$1,968,496.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>97</b>	<b>\$1,968,496.43</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$1,968,496.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>97</b>	<b>\$1,968,496.43</b>	<b>\$0.00</b>

SEPTEMBER 28, 2021  
5:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

**DRAFT** MINUTES  
Special Meeting  
Turlock City Council

- 0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 5:02 p.m.
- B. **SALUTE TO THE FLAG**
- C. **ROLL CALL:**

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Absent at roll call due to Joint WTF/ETF GSA Meeting.	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Nicole Larson (*arrived at 5:05 p.m.*), Andrew Nosrati, Pam Franco, Rebecka Monez and Mayor Amy Bublak.

ABSENT: None

- D. **DECLARATION OF CONFLICTS:** None

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

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

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

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

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

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

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

**2. PUBLIC PARTICIPATION:**

The following members of the public spoke:

Ronald Bridegroom

Interim Finance Director Julie Burke responded to Public Participation comments.

**3. FISCAL YEAR 2021-2022 BUDGET WORKSHOP:**

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

Interim Finance Director Julie Burke presented information regarding the proposed Fiscal Year 2021-2022 General Fund Budget.

Individual departmental budget augmentation presentations were made as follows:

Presenter	Department
Julie Burke - Interim Finance Director	Administration, Finance, Information Technology
Jessie Dhami – Human Resources Analyst, Sr.	Human Resources
Gary Hampton – Interim Police Chief	Police Services
Michael Botto – Interim Fire Chief	Fire Services
Allison Van Guilder – Parks, Recreation & Public Facilities Director	Parks, Recreation & Public Facilities
Katie Quintero – Deputy Development Services Director/Planning Manager	Development Services Department including Planning and Engineering
Carl Brown – Utilities Manager	Municipal Services

*Mayor Bublak adjourned to the Regular Turlock City Council meeting at 5:57 p.m.*

*Mayor Bublak readjourned the Special Turlock City Council Budget Workshop meeting at 8:10 p.m.*

Interim Finance Director Julie Burke provided additional information regarding unassigned reserves and Cannabis, Measure A, and Special Police Fund 116 funds.

Council and staff discussion included presentation format for the next meeting to be in a similar format as at the May 11, 2021 budget meeting which allowed Councilmembers to vote yes or no on each item and define the funding source.

**4. ADJOURNMENT:**

Mayor Bublak adjourned the special meeting at 8:12 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver, Interim City Clerk

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 6:04 p.m.

B. **SALUTE TO THE FLAG**

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

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

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

C. **ROLL CALL:**

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

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

ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

1. **CLOSED SESSION:**

The Closed Session item(s) for this meeting have been agendized and will be heard toward the latter part of the meeting.

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

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

Mayor Bublak noted the green sheet to page 7 of the Agenda.

Mayor Bublak advised that staff has requested Item 6N be removed from the Consent Calendar for future consideration.

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

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

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

- A. Presentation: Yosemite Community College District (YCCD) by Chancellor Henry Yong and Modesto Junior College President Dr. Santanu Bandyopadhyay

Chancellor Henry Yong acknowledged the presence of YCCD Board Member Dr. Milton Richards.

Chancellor Yong and Modesto Junior College President Dr. Santanu Bandyopadhyay presented an overview of the Yosemite Community College District and spoke regarding future programs and goals.

- B. Proclamation: In Honor of the Retirement of Nathan Bray, Interim Development Services Director/City Engineer

Mayor Bublak read a Proclamation honoring the retirement of Nathan Bray, Interim Development Services Director/City Engineer, from employment with the City of Turlock.

- C. Recognition: Employee of the Month, July 2021, Parks, Recreation and Public Facilities Coordinator, James Governale

Mayor Bublak announced that Parks, Recreation and Public Facilities Coordinator, James Governale, was named Employee of the Month for July 2021 and read his bio.

- D. Briefing: Roads Update

Deputy Development Services Director/Planning Manager Katie Quintero provided a roads update on the SE Quadrant Project, Golden State Boulevard Project, and Hedstrom Road Project.

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

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

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



**4. PUBLIC PARTICIPATION:**

The following members of the public spoke:

Maris Sturtevant  
 Noel Dickey  
 Ronald Bridegroom  
 Cheryl Reiland  
 Ramon Rodriguez

**5. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE:**

None

**6. CONSENT CALENDAR:**

*Mayor Bublak reiterated that staff has requested Item 6N be removed from the Consent Calendar for future consideration.*

*Mayor Bublak announced that Consent Calendar Item 6M would be removed for separate consideration.*

**Action:** Motion by Councilmember Franco, seconded by Councilmember Monez, adopting the amended consent calendar. Motion carried 5/0 by the following vote:

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

- A. **Resolution No. 2021-180:** Accepting Weekly Demands of 9/9/21 in the amount of \$501,705.75; Weekly Demands of 9/16/21 in the amount of \$671,269.93
- B. **Motion:** Accepting Minutes of the Special Meeting of September 1, 2021; Minutes of Regular Meeting of September 14, 2021
- C. **Motion:** Approving Contract Change Order No. 1 (Final) in the amount of \$23,750 (Non-General Fund - Fund 226) with F. Loduca Company, of Stockton, California, for City Project No. 15-76 "Bus Stop Improvements, Phase 1," bringing the contract total to \$111,975  
**Motion:** Accepting improvements for City Project No. 15-76 "Bus Stop Improvements, Phase 1," and authorizing the City Engineer to file a Notice of Completion
- D. **Motion:** Approving Contract Change Order No. 2 (Final) in the amount of \$16,977 (Non-General Fund – Fund 410) for City Project No. 14-30 "Sewer Line Replacement on Angelus, Bothun, and Castor," bringing the contract total to \$422,394.60  
**Motion:** Accepting improvements for City Project No. 14-30 "Sewer Line Replacement on Angelus, Bothun, and Castor," and authorizing the City Engineer to file a Notice of Completion

- Resolution No. 2021-181:** Appropriating \$460,000 to account number 410-51-534.51160 “Bothun Rd Replace 400’ of 8” Sewer Line” to be funded from Fund 410 Water Quality Control unallocated reserves in the Fiscal Year 2020-2021 budget to provide necessary funding for City Project No. 14-30 “Sewer Line Replacement on Angelus, Bothun, and Castor”
- E. **Motion:** Approving Amendment No. 1 to the On-Call Professional Services Agreement with WMB Architects, Inc. of Sacramento, California, for City Project No. 17-61 “Retainer Agreement for Architectural Services” to extend the term through June 30, 2022
- F. **Motion:** Awarding RFQ No. 21-018 and approving an Agreement with USALCO, LLC for Aluminium Chlorohydrate for the Turlock Regional Water Quality Control Facility, in an annual amount not to exceed \$300,000 (Non-General Fund)
- G. **Motion:** Awarding RFP No. 21-016 and approving an Agreement with St. Francis Electric, LLC of San Leandro, California, for traffic signal preventative maintenance and repair services in an annual amount not to exceed \$250,000
- H. **Motion:** Approving an Agreement with Larry Walker Associates for NPDES Management Services for the Municipal Services Department in an annual compensation not to exceed \$150,000 (Non-General Fund)  
**Motion:** Approving an Agreement with Robertson-Bryan, Inc. for NPDES Management Services for the Municipal Services Department in an annual compensation not to exceed \$150,000 (Non-General Fund)
- I. **Resolution No. 2021-182:** Approving the purchase of one (1) Scum Box and two (2) Break Away Skimmers from MuniQuip LLC, in an amount not to exceed \$48,253 (including a 10% contingency), for the Municipal Services Department Water Quality Control Division, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(2)
- J. **Motion:** Approving a 3-year term Agreement between the City of Turlock and Citizen Communications, LLC dba Recyclist (Recyclist), to provide management of solid waste account database, regulatory compliance and outreach for commercial and multi-family waste generators within the City of Turlock. Fiscal year compensation amount not to exceed \$28,710 (+\$10,000 set up fee in the first year), and total compensation amount not to exceed \$96,130 (non-General Fund)
- K. **Motion:** Approving Amendment No. 1 to an Agreement between the City of Turlock and Champion Industrial Contractors, Inc. for preventive maintenance, filter change-out, repair services for HVAC units for city owned and leased buildings, to increase the total not-to-exceed compensation amount to \$500,000
- L. **Resolution No. 2021-183:** Authorizing the execution of a service agreement between Delta Wireless, Inc., of Stockton, CA, and the City of Turlock, in an amount not to exceed \$230,000, for the maintenance and service of the radio system including all portable and mobile radios for the period of July 1, 2021 through June 30, 2022, in a form approved by the City Attorney, and authorizing the City Manager to sign the agreement between Delta Wireless and the City of Turlock  
**Resolution No. 2021-184:** Approving the sole source procurement of radio system support services and equipment from Delta Wireless, Inc., of Stockton, CA, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6)
- M. **Removed for separate consideration**
- N. **Removed for future consideration**

- O. Motion: Approving a Professional Services Agreement with First Alarm Wellness to provide COVID-19 Case Management Services to the City of Turlock without compliance to the formal bid process, per TMC Section 2-7-08 (b) (3), for a period of one (1) year with an option to extend the agreement for two (2) additional one-year terms, in an annual compensation amount not to exceed \$78,000 and a total amount for all three (3) years not to exceed \$234,000 if all renewal periods are exercised  
Resolution No. 2021-185: Appropriating \$58,500 to account number 119-10-188.43060\_044 “Contract Services Case Management” from Fund 119 “American Rescue Plan Act” unassigned reserve for COVID-19 Case Management Services to the City of Turlock for the remainder of Fiscal Year 2021-2022
- P. Resolution No. 2021-186: Adopting a resolution to employ a CalPERS Annuitant as Interim Fire Division Chief of Operations pursuant to CalPERS Requirements and reinstate the position of Fire Division Chief of Operations effective September 29, 2021, and appropriating \$179,980 to salary and benefits account numbers in 110-30-300, General Fund Fire Department, from the General Fund unassigned reserve, for the remainder of Fiscal Year 2021-202
- Q. Resolution No. 2021-187: Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19

*The following item was removed from the Consent Calendar for separate consideration:*

- 6M. Motion approving Amendment No. 1 to the agreement between the City of Turlock and Axon Enterprise, Inc., increasing the compensation in an amount not to exceed an additional seventy-five thousand dollars (\$75,000) for the duration of the agreement and increasing the number of body camera sets in the scope of work by three (3); and Resolution appropriating \$32,000 to account number 266-20-255-361.44030\_001 “Minor Equipment Safety Equipment” for three (3) additional body camera sets from the Cannabis Fund unassigned reserve through a transfer from account number 117-10-190.48001\_220 “Transfers out to Fd 266 COPS Grant Match” to account number 266-20-255-361.38001\_220 “Transfers In Cops Grant Match”; and Resolution authorizing the City Manager to approve the purchase of additional body cameras and associated equipment as needed, not to exceed the amount of the agreement.

Police Lieutenant Steve Rodriguez presented the staff report on the request approve Amendment No. 1 to the agreement between the City of Turlock and Axon Enterprise, Inc., appropriating necessary funding, and authorizing the City Manager to approve the purchase of additional body cameras and associated equipment.

Mayor Bublak opened public comment.

The following members of the public spoke:

Ronald Bridegroom

Mayor Bublak closed public comment.

**Action:** Motion by Councilmember Monez, seconded by Councilmember Franco, Approving Amendment No. 1 to the agreement between the City of Turlock and Axon Enterprise, Inc., increasing the compensation in an amount not to exceed an additional seventy-five thousand dollars (\$75,000) for the duration of the agreement and increasing the number of body camera sets in the scope of work by three (3). Motion carried 5/0 by the following vote:

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

**Resolution No. 2021-188:** Appropriating \$32,000 to account number 266-20-255-361.44030\_001 “Minor Equipment Safety Equipment” for three (3) additional body camera sets from the Cannabis Fund unassigned reserve through a transfer from account number 117-10-190.48001\_220 “Transfers out to Fd 266 COPS Grant Match” to account number 266-20-255-361.38001\_220 “Transfers In Cops Grant Match” was introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 5/0 by the following vote:

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

**Resolution No. 2021-189:** Authorizing the City Manager to approve the purchase of additional body cameras and associated equipment as needed, not to exceed the amount of the agreement was introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 5/0 by the following vote:

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

7. **FINAL READINGS:** None

8. **PUBLIC HEARINGS:** None

9. **ACTION ITEMS:**

**A.** Dan Madden presented the staff report on the request to appoint George A. Petrulakis of the Petrulakis Law & Advocacy, APC law firm as Contract City Attorney for the City of Turlock.

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

Council and staff discussion included compensation, experience, and qualifications of Mr. Petrulakis.

**Action:**        **Resolution No. 2021-190:** Appointing George A. Petrulakis of the Petrulakis Law & Advocacy, APC law firm as Contract City Attorney for the City of Turlock was introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 4/1 by the following vote:

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

- B.** Housing Program Supervisor Maria Ramos presented the staff report on the request to approve the funding allocation for the Public Service Grant Agreements with five (5) nonprofit agencies for fiscal year 2021-2022 funded with Community Development Block Grant Program (CDBG) funds and authorizing City Manager or designee to execute all related and necessary documents.

Council and staff discussed this item.

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

**Action:**        Motion by Councilmember Monez, seconded by Councilmember Franco, approving the funding allocation for the Public Service Grant Agreements with five (5) nonprofit agencies for fiscal year 2021-2022 funded with Community Development Block Grant Program (CDBG) funds and authorizing City Manager or designee to execute all related and necessary documents. Motion carried 5/0 by the following vote:

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

- C.** Police Captain Steve Williams presented the staff report on the request to authorize the execution of an agreement for reimbursement between Turlock Gospel Mission and the City of Turlock to provide shelter services during the Local Emergency of an Unsheltered Homeless and Encampment Crisis.

Council and staff discussion included the topic of non-congregant housing and past use of the fairgrounds' facility as a shelter.

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

Council and staff discussion included stabilization of the homeless population.

**Action:**     **Resolution No. 2021-191:** Request to authorize the execution of an agreement for reimbursement between Turlock Gospel Mission and the City of Turlock to provide shelter services during the Local Emergency of an Unsheltered Homeless and Encampment Crisis was introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 4/1 by the following vote:

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

**D.** Acting City Manager Dan Madden presented the staff report on the request to rescind Resolution No. 2021-148 and determine that pursuant to California Elections Code Section 21601, the City Council will engage in the redistricting process on its own through a series of four public hearings, whereby National Demographics Corporation (NDC) and City staff will conduct one public hearing, with the remaining three public hearings to be held by the City Council and facilitated by National Demographics Corporation.

Council and staff discussion included the desire for public participation and upcoming schedules/timelines.

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

Additional Council and staff discussion included future public hearing opportunities for the public to participate in the redistricting process.

**Action:**     **Resolution No. 2021-192:** Request to rescind Resolution No. 2021-148 and determine that pursuant to California Elections Code Section 21601, the City Council will engage in the redistricting process on its own through a series of four public hearings, whereby National Demographics Corporation (NDC) and City staff will conduct one public hearing, with the remaining three public hearings to be held by the City Council and facilitated by National Demographics Corporation was introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 4/1 by the following vote:

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

**E.** Councilmember Larson presented the staff report on the request to authorize the use of staff time and City resources to research and prepare a staff report and resolution reaffirming the Turlock City Councilmembers' commitment to the integrity of the professional recruitment process guaranteed by CPS HR Consulting and not hand-select applicants that are not qualified for the position based on CPS HR Consulting's expert analysis.

Council and staff discussed this item.

Mayor Bublak opened public comment.

The following members of the public spoke.

Jeffery Lewis  
Cheryl Reiland  
Debbie

Mayor Bublak closed public comment.

Mayor Bublak reopened public comment. No one spoke. Mayor Bublak closed public comment.

Council discussion included the selection process, community involvement, selecting the most qualified candidates for consideration, and recent turnover in management positions.

**Action:** Motion by Councilmember Monez, seconded by Councilmember Larson, authorizing the use of staff time and City resources to research and prepare a staff report and resolution reaffirming the Turlock City Councilmembers' commitment to the integrity of the professional recruitment process guaranteed by CPS HR Consulting and not hand-select applicants that are not qualified for the position based on CPS HR Consulting's expert analysis. Motion failed 3/2 by the following vote:

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

**10. CITY MANAGER REPORTS/UPDATES:**

- A. Fire Department
  - 1. OES Deployment

Fire Battalion Chief Bill Becker and Fire Captain Kain Packwood provided a report on OES Deployment.

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

Council thanked Fire staff for their service.

- B. Police Department
  - 1. Public Safety Briefing

Interim Police Chief Gary Hampton provided a Public Safety briefing including illegal fireworks enforcement/education and staffing.

**11. COUNCIL ITEMS FOR FUTURE CONSIDERATION:**

Mayor Bublak reiterated her request to direct staff to look into Noel Dickey's request to operate a party bike business in Turlock.

Councilmember Nosrati noted he would like to see additional funding for CARES services.

Councilmember Franco noted she would like an update on the Christmas Parade and Columbia Pool. She also requested future consideration to revisit the request to explore establishing guidelines in support of existing Youth Drug Abuse Awareness and Prevention Program(s) as her intent was not made clear at the September 14, 2021 City Council meeting. Acting City Manager Dan Madden and Parks, Recreation & Public Facilities Director Allison Van Guilder provided information to Council regarding the Christmas Parade.

Councilmember Larson requested consideration for the Holiday Lights Tour to be an annual event the City budgets for.

**12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS:**

Council Nosrati noted he has been asked by constituents about enhancing awareness of the roundabout located at Colorado/Chandler and speeding issues at the crosswalk on Christofferson/Zeering. He also requested information on how safety concerns are handled by City staff.

Councilmember Larson announced that both she and Vice Mayor Franco have met with Interim Fire Chief Mike Botto regarding the Fire Department Feasibility Study. She noted they are in the process of meeting with the fire union membership and ensuring due diligence in the process in order to make an informed decision.

Councilmember Franco thanked Nathan Bray for his service to the City of Turlock, reiterated Councilmember Larson's comment about the Fire Department Feasibility Study, and thanked Interim Chief Botto for his time.

Councilmember Monez spoke regarding her recent meeting with Interim Police Chief Gary Hampton and the District Attorney regarding the Homeless Ad Hoc Committee and noted they are moving forward with the last two components and goals of the Committee. Councilmember Monez also spoke to residents at Lassiter and Lew Lane noting they are expecting barricades to go up tomorrow.

*Mayor Bublak adjourned to the Special Turlock City Council Budget Workshop meeting at 8:10 p.m.*

*Mayor Bublak readjourned the Regular Turlock City Council meeting at 8:12 p.m.*



**13. CLOSED SESSION:**

*Interim City Clerk Kellie Weaver introduced the Closed Session Items.*

- 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: Acting City Manager Dan Madden  
Employee Organization: Turlock Associated Police Officers  
Employee Organization: Turlock City Employees Association  
Employee Organization: Turlock Firefighters Association-Local 2434  
Employee Organization: Turlock Management Association-Public Safety  
Unrepresented Employees: Accountant, Principal, Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Finance Director, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Parks, Recreation and Public Facilities Superintendent, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Civil Engineer, Principal, Roads Program Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.
- B. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)  
Title: City Manager (Discussion Only)
- C. Liability Claims, Cal. Gov't Code §54956.95  
*“For the purposes of [Section 54956.9], ‘existing facts and circumstances’ shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.”*  
Claimant: Erika Pulido  
Agency Claimed Against: City of Turlock

D. Liability Claims, Cal. Gov't Code §54956.95

*“For the purposes of [Section 54956.9], ‘existing facts and circumstances’ shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.”*

Claimant: Joodel and Juana Buenrostro Prado

Agency Claimed Against: City of Turlock

E. Liability Claims, Cal. Gov't Code §54956.95

*“For the purposes of [Section 54956.9], ‘existing facts and circumstances’ shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.”*

Claimant: Erin Nussbaumer

Agency Claimed Against: City of Turlock

**14. REPORTS FROM CLOSED SESSION:**

Interim City Clerk Kellie Weaver reported that for the Closed Session Items, the only reportable action was denial of items 13C, 13D, and 13E.

**15. ADJOURNMENT**

Mayor Bublak adjourned the regular meeting at 9:13 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver, Interim City Clerk

# City Council Staff Report

October 12, 2021



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From: Katie Quintero,  
Deputy Director of Development Services/Planning Manager

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

Agendized by: Daniel Madden, Acting City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving the Final Map and Subdivision Improvement Agreement with JKB Living, conditioned upon construction of improvements for the Legends North No. 3 subdivision (Development Project No. 7045), developed by JKB Living

## 2. SYNOPSIS:

This action will approve the final map and establish a subdivision improvement agreement for the development of Legends North No. 3 subdivision.

## 3. DISCUSSION OF ISSUE:

The Legends North No. 3 subdivision will include subdividing 20 acres of property into 65 single-family lots, a four (4) acre park, and a 10,567 square foot pedestrian pass-through which will connect to the subdivision to the north. The Legends North No. 3 subdivision is located at 3700 Colorado Avenue (APN 072-006-007) within the Northeast Turlock Master Plan (NETMP). The Planning Commission originally approved the vesting tentative subdivision map after holding a public hearing on December 1, 2005. The resolution is attached to this staff report (Attachment "A"). There have been several subsequent time extensions either granted by the Planning Commission or by state legislation. A 36-month extension was approved by the Planning Commission on December 7, 2017. In September 2020, the California State Legislature enacted Assembly Bill No. 1561 that granted an additional 18-month extension for the developer to file the map. A copy of the resolution and meeting minutes pertaining to the latest time extension granted by the Planning Commission is attached to this staff report (Attachment "B").

The division of land for development is subject to the requirements and procedures in the California Map Act. The division of land into 4 or less parcels is executed through the parcel map process. The division of land into 5 or more parcels is

executed through the subdivision map process. Since the Legends North No. 3 subdivision is a division of an existing parcel into 65 single-family residential parcels, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute an agreement to install the improvements within a specified amount of time. In an effort to expedite the recordation of the final map, the developers of the Legends North No. 3 subdivision have chosen to execute an agreement to install the improvements.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. The recordation of the final map is consistent with the policy goals of the City. The final map and agreement conditioned upon construction of improvements for the Legends North No. 3 subdivision, when executed, will ensure that the development installs the required improvements.

**4. BASIS FOR RECOMMENDATION:**

- A. Pursuant to Section 66458 of the Subdivision Map Act, the City Council has the authority to approve all final maps.
- B. Pursuant to Section 66462 of the Subdivision Map Act, the City Council may require the subdivider to enter into a subdivision improvement agreement if the improvements conditioned to the subdivision have not been completed and accepted prior to the approval of the final map.
- C. Pursuant to Section 11-5-601 of the Turlock Municipal Code, the City Council has the authority to approve all final maps.

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

**Fiscal Impact:** No direct impact. The subdivision is a private development and paid for by the developer, JKB Living. The subdivision, as a condition of development, formed an assessment district to pay for the maintenance of the public infrastructure created by this development.

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

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

On December 1, 2005, the Planning Commission adopted a Mitigated Negative Declaration for this project. This action does not alter the previous determination and therefore no additional determination is needed at this time.

**8. ALTERNATIVES:**

- A. Council could choose to reject the subdivision agreement. Staff does not recommend this action as the developer has agreed to the terms and conditions of the subdivision improvement agreement and the agreement complies with the requirements and conditions of the vesting tentative subdivision map.
- B. Council could choose to disapprove the final map. Staff does not recommend this alternative as the final map complies with the requirements and conditions of the vesting tentative subdivision map and is required to be approved and recorded prior to the issuance of building permits.

Site Map  
for  
Legends North No. 3 Subdivision



CITY OF TURLOCK  
ATTENTION: CITY CLERK  
156 SOUTH BROADWAY, SUITE 230  
TURLOCK, CALIFORNIA 95380-5456

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## CITY OF TURLOCK SUBDIVISION IMPROVEMENT AGREEMENT

**THIS AGREEMENT** is made and entered into this XX day of XX, 2021, by and between the **CITY OF TURLOCK**, a municipal corporation, (hereinafter referred to as "City"), and **JKB LIVING**, a California corporation, (hereinafter referred to as "Developer").

### RECITALS

- A. Developer has presented to the City a certain Final Map of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Subdivision Map, if any, of the subdivision previously approved by the City Council of the City.
- B. The proposed subdivision of land is commonly known and described as Legends North 3, 3700 Colorado Avenue, Assessor's parcel number 072-006-007, and is herein referred to as the "subdivision".
- C. Developer has requested approval of the Final Map prior to the construction and completion of the public improvements (as shown on the approved improvement plans), including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, bikeways, storm drainage facilities, sanitary sewer facilities, domestic/reclaimed water facilities, public utility facilities, landscaping, public lighting facilities, park or recreational improvements and appurtenances thereto, in or required by the Subdivision Map Act, the subdivision ordinances of the City, the Tentative Subdivision Map and development agreement, if any, approved by the City. The foregoing improvements are hereinafter referred to as "the required improvements".
- D. Section 11-8-101 of the Turlock Municipal Code requires that, prior to the approval by the City Council of the Final Map, Developer shall execute an improvement agreement with the City to ensure the construction of the infrastructure improvements.

**NOW, THEREFORE**, the parties agree as follows:

1. Performance of Work. Developer agrees to furnish, construct, and install at his

own expense the required improvements as shown on the approved plans and specifications of the subdivision, a copy of which is on file in the office of the City Engineer and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer due to errors, omissions, changes in conditions, or changes in facilities as required by the City Engineer. The approved plans and specifications of the required improvements may be modified by the Developer as the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required improvements is **\$1,797,140.04**.

2. Work: Satisfaction of City Engineer. All of the work on the required improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and as required by the City's current Standard Specifications and Drawings and any applicable City ordinances or state and federal laws, and to the satisfaction of the City Engineer. The Developer hereby grants access to the development for inspection purposes and agrees to notify City Engineer in advance of required inspections.

3. Deviation from Standards. If Developer deviates from the approved improvement drawings, specifications or standards, or shall construct any improvement in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give Developer written notice of such deviations, and Developer shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of Developer to make corrections of deviations, whether or not the public safety is affected, City may cause the necessary corrections to be made and shall be reimbursed by Developer at cost plus 25%. Said amount shall be paid by Developer prior to the acceptance of the improvements, or may be deducted from any reimbursement due from City to Developer, or may be obtained from the performance bond.

4. Work; Time for Commencement and Performance. Work on the required improvements shall be completed by the Developer on or before twelve (12) months from the date of this Agreement. At least fifteen (15) calendar days prior to the commencement of such work, the Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

5. Time of Essence; Extension.

a. Time is of the essence for this Agreement.

b. Developer agrees to cause all improvements to be made and constructed in said subdivision to fully comply with the requirements of the Turlock Municipal Code regulating the subdivision of land within twelve (12) months from the date of this Agreement; provided however, that the City Manager is authorized to extend the time within which said improvements shall be completed for four (4) additional periods not to exceed six (6) months each if he is of the opinion that granting the extension will not be detrimental to the public welfare. No such extension shall be made except upon the basis of a written application made by Developer stating fully the grounds of the application and the facts relied upon them for such extension. In any event, all improvements must be completed within



thirty-six (36) months of the date of this Agreement. In the event that Developer shall fail to complete such work within said time, City may complete the work and recover the full cost and expense thereof from Developer.

6. Improvement Security. Concurrently with the execution of this Agreement, the Developer shall furnish the City:

a. Performance Bond in the sum of **\$2,189,955.42**, which sum is equal to one hundred percent of the total estimated cost of constructing the required improvements and the cost of any other obligation to be performed by Developer under this Agreement (submitted as security on encroachment permit number 21-103, conditioned upon the faithful performance of this Agreement; and

b. Labor and Materials Bond in the sum of **\$898,570.02**, which sum is equal to fifty percent (50%) of the estimated cost of constructing the required improvements, securing payment to the contractor, subcontractor and to persons furnishing labor, materials, or equipment to them for the construction of the required improvements.

c. Warranty Security in a form determined by the City Engineer and in the sum of **\$179,714.00**, which sum is equal to ten percent (10%) of the total estimated cost of constructing the required improvements to correct deficiencies and conditions caused by Developer, contractor, or subcontractor that may arise after construction of the Subdivision.

d. The estimated total cost of required improvements includes a ten percent (10%) construction cost contingency, the cost of the installation of survey monuments in the Subdivision to guarantee and secure the placement of such monuments as provided by Section 66496 of the Government Code of the State of California, and an estimated utility cost in addition to ensure installation of public utilities. In lieu of providing the estimate of total utility costs, the Developer may submit, in a form acceptable to the City engineer, certification from the utility companies that adequate security has been deposited to ensure installation.

e. If the Developer has completed the required improvements and the City will accept the required improvements prior to execution of this Agreement, the Developer may provide a warranty security in accordance with Section 14 of this Agreement in lieu of the separate improvement securities required by Section 6.a. and 6.b. of this Agreement.

7. Monumentation Security. Developer shall post acceptable security to guarantee the payment of the cost of setting the monuments. The cost of setting the monuments has been determined to be **\$9,300.00**. Developer shall pay the engineer or surveyor for the cost of setting the monuments within three (3) months from date of notification by the engineer or surveyor that the monuments have been set. If Developer does not pay the engineer or surveyor within three (3) months from date of notification, the City shall pay the engineer or surveyor from the security and refund the difference, if any, to Developer.

8. Plan Checking and Inspection Fees. The Developer shall pay to the City fees for the checking, filing, and processing of improvement plans and specifications, and for inspecting the construction of the required improvements in the amounts and at the times

established by the City.

9. Facility Fees and Reimbursements. Developer's obligation to pay for previously constructed facilities for sewer, water, or storm drainage or other public facilities which benefit the subdivision, his obligation to pay fees in lieu of land for parks, and his right to receive reimbursement for the cost of certain facilities constructed as part of the Improvements required for the subdivision identified in this Agreement are as set forth in Exhibit "A" attached hereto.

10. Insurance. Developer shall not commence work under this Agreement until Developer has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Developer allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Developer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Developer, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

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

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

(c) Auto Insurance: Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If Developer owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Builder's Risk Insurance: Not required for this project.

(e) Contractors Pollution Insurance: Not required for this project.

(f) Professional Liability Insurance: When applicable, Developer shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(g) Cyber Liability Insurance: Not required for this project.

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

(i) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Developer, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Developer's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Developer's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Developer's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Developer shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

(k) Verification of Coverage: Developer shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Developer's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

(n) **Surety Bonds:** Developer shall provide a Performance Bond and a Payment Bond.

11. **Indemnity for Professional Liability:** When the law establishes a professional standard of care for Developer's Services, to the fullest extent permitted by law, Developer shall indemnify, protect, 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 and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Developer (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Developer (and its Subcontractors) and the City in the performance of professional services under this Agreement. Developer shall not be obligated to defend or indemnify City for the City's own negligence or for the negligence of others.

**Indemnity for other than Professional Liability:** Other than in the performance of professional services and to the full extent permitted by law, Developer 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 Developer or by any individual or agency for which Developer is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Developer.

12. **Acceptance of Work.** Prior to acceptance of work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the work, and maintaining the safety of the site. The Developer's obligation to perform the work shall not be satisfied until after the City Engineer has made written determination that all obligations of the

Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has recorded a Notice of Completion.

13. Title to Improvements. Title to and ownership of the required public improvements constructed under this Agreement by Developer shall vest absolutely in the City upon completion and written acceptance of such improvements by the City Engineer. The City Engineer shall not accept the required improvements unless Developer certifies that such improvements have been constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved Final Map, City Standard Specifications and Drawings, any applicable City Ordinances or State and Federal laws and after 35 days from the date of filing of a Notice of Completion.

14. Warranty Security. Prior to acceptance of the required improvements by the City Engineer, the Developer shall provide security in the amount and in the form as required by the City Engineer to guarantee the improvements against any defective work or labor done or defective materials used in the performance of the required improvements (Warranty Security) throughout the warranty security period which shall be the period of one year following completion and filing of Notice of Completion with the Stanislaus County Recorder of the improvements (Warranty Security Period). The amount of the Warranty Security shall not be less than 10 percent of the cost of the construction of the improvements, including the form of security required in paragraph 6.c. of this Agreement, as determined by the City Engineer, which shall be retained for the Warranty Security Period.

15. Repair or Reconstruction of Defective Work or Materials. If, within the Warranty Security Period or the applicable statute of limitations, whichever is longer, any improvement or part of any improvement furnished and/or installed or constructed by Developer or any of the work done under this Agreement fails to fulfill any of the requirements of the Agreement or the specifications referred to herein as determined by the City, Developer shall without delay and without any cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the required improvements. If the Developer fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Developer can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. The parties further understand and agree that the Warranty Security furnished pursuant to paragraph 14 of this Agreement shall guarantee and secure the faithful performance and payment of the provisions of this paragraph during the Warranty Security Period.

16. Developer Not Agent of City. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

17. Supplying "Record Drawing" Plans. Upon completion of the Improvements and prior to certification of completion, Developer shall supply the City, at no cost to the City, one set of "record" drawings. These drawings shall be certified as being "record drawings" and shall reflect the Improvements as actually constructed, with all changes to the Plans incorporated therein.

18. Notice and Certification of Completion. Developer shall advise the City Engineer in writing of the completion of the Improvements herein specified and request certification of completion. Upon satisfactory completion of the Improvements by Developer and request for certification of completion, the City Engineer or his/her designee shall issue a certificate indicating that the required Improvements have been completed. For the purposes of this Agreement, the date of completion shall be the date that the City Engineer or his/her designee issues a certificate of completion.

19. Adequacy of and Revisions to Plans. Developer warrants that the Plans are adequate to accomplish the Improvements. If, at any time before the City Engineer certifies completion of the Improvements, the Plans prove to be inadequate in any respect, the Developer shall bring those inadequacies to the attention of the City Engineer or his/her designee. Similarly, if the City Engineer or his/her designee discovers that the Plans are inadequate in any respect, the City Engineer or his/her designee shall notify the Developer of the inadequacy/inadequacies. If such inadequacies are discovered, the Developer shall make changes to the Plans to remedy the inadequacies and, upon approval of the revised Plans by the City Engineer or his/her designee, complete the Improvements according to the revised Plans.

After completing all required revisions, Developer or subdivider's engineer shall transmit the originals of the Improvement plans to the City Engineer for signature. Upon finding that all required revisions have been made and that the plans conform to all applicable City laws, design review requirements, and conditions of approval of the tentative map, the City Engineer shall sign and date the plans. The originals shall be returned to Developer or subdivider's engineer. Approval by the City Engineer shall in no way relieve the Developer, subdivider, or the subdivider's engineer from responsibility for the design of the Improvements, and for any deficiencies resulting from the design, or from any required conditions of approval of the tentative map.

20. Nonperformance and Costs. If, within the time specified in this Agreement and any approved extension, Developer fails to complete the Improvements or to act promptly as required by this Agreement, or should an urgency arise that requires the repair or replacement of an Improvement, the City may, but is not required to, proceed to complete the Improvements pursuant to the Plans, by contract or otherwise, and Developer, immediately upon demand, shall pay the costs and charges related to said work, together with a fifteen percent (15%) overhead charge.

21. Remedies. The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with the Conditions; and (3) recover the costs (including the City's administrative costs) of completing the Improvements pursuant to paragraph 15. The City may also seek any and all remedies available in law or equity. The Developer agrees that, if legal action is brought by the City, the Developer shall pay all of the costs of suit and reasonable attorneys' fees and all other expenses of litigation as determined by the court having jurisdiction over such suit, if such court rules that the Developer has failed to carry out any of its obligations under this Agreement.

22. Responsibilities for Damage. Any damage to the public improvements, or to any portion of adjacent properties, that occurs during construction or during the warranty period shall be completely repaired by the Developer to the satisfaction of the City Engineer or

his/her designee.

23. Utility Deposits – Statement. Developer shall satisfy the City Building Official that it has made the deposits required for utilities to be supplied and connected within the subdivision prior to obtaining a building permit.

24. Permits and Fee Payments – Compliance with Law. Developer shall obtain all necessary permits and licenses for the construction of Improvements, and shall pay all fees and taxes required by applicable law, including state law and local ordinance.

25. Superintendence by Developer. Developer shall personally supervise the work or have a competent foreman or superintendent on the work site at all times during the course of construction with the authority to act for Developer.

26. Inspections – Payment of Fees. The City is authorized to enter the Property for inspection purposes at any time. Developer shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Developer shall pay to the City the cost of inspecting the Improvements, including the costs of staff time and any consulting services determined to be necessary by the City Engineer, as well as all the cost of all other services furnished by the City in connection with the Project. Developer further agrees to pay any required in-lieu fee for the undergrounding of utilities on peripheral streets, and all development fees required by City.

27. Erosion Control. Developer shall take all necessary actions during the course of construction of all Improvements to prevent erosion damage to adjacent properties or improvements (including, but not limited to, City streets and other City infrastructure or property). It is understood and agreed that in the event of failure on the part of Developer to prevent erosions, City may do the work of Improvement and/or erosion protection measures on an emergency basis and Developer shall reimburse City for the actual expenses incurred (including administrative and/or legal expenses plus 15% overhead charge) within thirty (30) days after City mails a billing statement for such expenses to Developer. If such reimbursement is not timely made, City is entitled to obtain such reimbursement from Developer and/or, in addition to any other City remedies allowed by law, may proceed against the Faithful Performance Security to cover City's expenses.

28. No Waiver by City. Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve Developer of its obligation to fulfill the Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Developer and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

29. Agreement Attaches to the Land – Recordation. This Agreement pertains to and runs with the Property described. This Agreement shall be recorded in the office of the

County Recorder at the expense of the Developer and shall constitute notice to all successors and assigns of the title to the real property of the obligations set forth herein. This Agreement shall also constitute a lien on the Property, subject to foreclosure in the event of default in payment, in an amount sufficient to fully reimburse the City for any cost to the City of enforcing this Agreement, including interest from the date of the notice of any cost or expense until paid.

30. Notice of Breach and Default. If Developer refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the work within such time, or if Developer should be adjudged a bankruptcy, or Developer should make a general assignment for the benefit of his creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and the City may, but is under no obligation to, serve written notice upon Developer and Developer's surety, if any, of breach of this Agreement, or of any portion thereof.

31. Breach of Agreement; Performance by Surety or City. In the event of any such notice, Developer's surety, if any, shall have the duty to take over and complete the work and the required improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of its intention to take over the performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer, and the Developer's surety shall be liable to City for any excess costs of damages incurred by the City; and in such event, the City, without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant or other property belonging to Developer as may be on the site of the work and necessary therefor.

If the form of improvement security is other than a bond, then the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

32. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the 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.

33. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.



Notices required to be given to City shall be addressed as follows:

**City of Turlock  
Nathan Bray, P.E.  
Director of Development Services / City Engineer  
156 South Broadway, Suite 150  
Turlock, California 95380**

Notices required to be given to Developer shall be addressed as follows:

**JKB Living  
P.O. Box 2998  
Turlock, CA 95381-2998**

Any party of the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

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

Nathan Bray, PE  
Director of Development Services / City Engineer  
156 S. Broadway, Suite 150  
Turlock, California 95380-5456  
Telephone: (209) 668-5520  
E-mail: NBray@turlock.ca.us

35. Authority to Execute. Developer warrants and represents that the person signing on behalf of Developer has the authority to execute this Agreement on behalf of Developer and has the authority to bind the Developer and the Property to the terms and obligations set forth in this Agreement. Developer agrees that this Agreement, and any instrument or agreement required hereunder, are within the Developer's powers, have been duly authorized and delivered, and do not conflict with Developer's organizational powers.

36. Assignment. This Agreement shall bind and inure to the benefit of the assigns, successors in interest, heirs, executors, and administrators of the parties and the parties agree that the City may cause a copy of this Agreement to be recorded in the Stanislaus County Recorder's Office. Developer's rights and obligations under this Agreement are not assignable or transferrable without the prior written consent of the City.

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

**DEVELOPER**

**CITY OF TURLOCK, a municipal corporation**

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

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

Gary R. Hampton, Acting City Manager

Signature *(must be notarized)*

Signatures above *(must be notarized)*

\_\_\_\_\_  
Please print or type signer's name

APPROVED AS TO FORM:

\_\_\_\_\_  
Please print or type signer's title

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

APPROVED AS TO SUFFICIENCY:

Address: \_\_\_\_\_

By: \_\_\_\_\_  
Nathan Bray, P. E. Interim Development  
Services Director/City Engineer

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Land, City Clerk

\_\_\_\_\_

**ACKNOWLEDGMENT**

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

State of California                    }  
County of \_\_\_\_\_                }

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

BOND # \_\_\_\_\_  
PREMIUM: \_\_\_\_\_

**PERFORMANCE BOND  
for Subdivision Improvement Agreement**

**WHEREAS**, The City Council of the City of Turlock, a municipal corporation in the State of California, and \_\_\_\_\_, (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as \_\_\_\_\_ is hereby referred to and made a part hereof; and,

**WHEREAS**, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

**NOW THEREFORE**, We, the principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Turlock, hereinafter referred to as the City; in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bounded principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successful enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the above-named principal and surety on \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_  
(PRINCIPAL)

BY \_\_\_\_\_  
(SURETY)

BY \_\_\_\_\_  
(ADDRESS)

BY \_\_\_\_\_  
(CITY, STATE, ZIP)

BY \_\_\_\_\_  
(TELEPHONE)

APPROVED AS TO FORM

BY \_\_\_\_\_  
CITY ATTORNEY

BOND # \_\_\_\_\_

PREMIUM: \_\_\_\_\_

**LABOR & MATERIALS BOND  
for Subdivision Improvement Agreement**

**WHEREAS**, The City Council of the City of Turlock, a Municipal Corporation of the State of California, and \_\_\_\_\_, (hereinafter designated as "Principal"), have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as \_\_\_\_\_ is hereby referred to and made a part hereof; and,

**WHEREAS**, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Turlock to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

**NOW THEREFORE**, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Turlock and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, cost and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the above-named principal and surety on \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_  
(PRINCIPAL)

BY \_\_\_\_\_  
(SURETY)

BY \_\_\_\_\_  
(ADDRESS)

BY \_\_\_\_\_  
(CITY, STATE, ZIP)

BY \_\_\_\_\_  
(TELEPHONE)

APPROVED AS TO FORM

BY \_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT "A"**

**LEGENDS NORTH NO. 3  
REIMBURSEMENT / IMPROVEMENT AGREEMENT**

**I. WATER:**

A. TMC 6-5.202

CONNECTION:  
AMOUNT FROM DEVELOPER:  
***NONE***

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 6-5.204

EXTENSION TO OTHER PROPERTY: (ENR ADJUSTED)  
AMOUNT FROM CITY:  
***NONE***

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

C. TMC 6-5.205

WATER MAINS CONSTRUCTED: (ENR ADJUSTED)  
AMOUNT FROM CITY:  
***NONE***

TIME: UPON COLLECTION FROM PROPERTY OWNERS WITHIN TEN (10)  
YEARS AFTER DATE OF ACCEPTANCE

OVERSIZED LINES CONSTRUCTED:  
AMOUNT FROM CITY:  
***NONE***

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

D. TMC 6-5.207

WATER WELL SITE:  
AMOUNT FROM CITY:  
***NONE***

TIME: UPON CONVEYANCE OF TITLE

**II. SANITARY SEWER:**

A. TMC 6-4.503

CONNECTION:  
AMOUNT FROM DEVELOPER:  
**NONE**

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 6-4.505

EXTENSION TO OTHER PROPERTY: (ENR ADJUSTED)  
AMOUNT FROM CITY:  
**NONE**

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

SEWER MAINS CONSTRUCTED: (ENR ADJUSTED)  
AMOUNT FROM CITY:  
**NONE**

TIME: UPON COLLECTION FROM PROPERTY OWNERS WITHIN TEN (10)  
YEARS AFTER DATE OF ACCEPTANCE

OVERSIZED LINES CONSTRUCTED:  
AMOUNT FROM CITY:  
**NONE**

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

**III. STORM DRAINAGE**

A. TMC 6-5.502 AND RESOLUTION 90-306

MASTER:  
AMOUNT FROM DEVELOPER:  
**17.11 acres @ \$7,596.48/acre: \$129,975.77**

TIME: PAYMENT SHALL BE RECEIVED PRIOR TO CLOSE OF ESCROW FOR  
EACH LOT (\$1,999.63 PER LOT, ADJUSTED TO THE CURRENT ENR).

B. TMC 6-5.506

LOCAL:  
AMOUNT FROM CITY:  
*NONE*

TIME: UPON COLLECTION FROM PROPERTY WITHIN TEN YEARS  
OR FROM APPLICABLE STORM DRAINAGE FUND 30 DAYS AFTER  
CITY FILES NOTICE OF COMPLETION

IV. MISCELLANEOUS:

A. TMC 7-5.02

STREET LIGHT INSTALLATION:  
AMOUNT FROM DEVELOPER:  
*NONE*

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 11-7.202

IN LIEU PARK FEES:

AMOUNT FROM DEVELOPER:

*Park Land: 65 dwelling units x 3.0 persons/household  
x 3.5 acres/1000 persons x \$340,813.00/acre = \$232,604.87*

*Park Land Credit (for Lot "A"):  
3.27 acres x \$340,813.00/acre = (\$1,114,458.51)*

*Park Land Credit (for Lot "B"):  
0.24 acres x \$340,813.00/acre = (\$81,795.12)*

***TOTAL*** ***(\$963,648.76)***

\* PAYMENT WILL BE MADE TO REIMBURSE THE ABOVE BALANCE WITHIN 30  
DAYS AFTER RECORDATION OF FINAL MAP.

C. FIRST YEAR ASSESSMENT DISTRICT PAYMENT

AMOUNT FROM DEVELOPER:

-Continued-

*65 Lots @ \$721.70 Per Lot*

**\$46,910.50**

TIME: PAYMENT SHALL BE RECEIVED PRIOR TO NOTICE OF  
COMPLETION FOR THE SUBDIVISION IMPROVEMENTS.

**V. NORTHEAST TURLOCK MASTER PLAN FACILITIES:**

*(SEE ATTACHED ADDENDUM)*



**NORTHEAST TURLOCK MASTER PLAN AREA REIMBURSEMENT ADDENDUM**  
for the:  
**LEGENDS NORTH NO. 3 SUBDIVISION**

The following are the proposed reimbursements and the schedule for said reimbursements:

**1. Northeast Master Plan Fee (Backbone Components):**

**NONE**

**2. Northeast Master Plan Fee (Non-Backbone Components):**

**A. Non-Potable Water:**

Install 8” purple pipe non-potable water on Colorado Avenue from its northern boundary to Cedar Ridge Drive and across to Berkeley Avenue by way of Cedar Ridge Drive, Clarence Drive, “A” Street, “C” Street and Chandler Drive per Condition #37.

Total N.E.M.P. (Non-Backbone) Non-Potable Water Reimbursement Amount:	\$ 99,048.40
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Estimated amount of N.E.M.P. Non-Potable Water fees to be collected on 65 building permits:	\$ 0.00
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<b>Estimated Balance:</b>	<b>\$ 99,048.40</b>
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\* The City shall make quarterly payments as fees are paid into the North East Master Plan Fee program.

**B. Water:**

Install 10” potable water from Colorado Avenue to Berkeley Avenue by way of Cedar Ridge Drive, Clarence Drive, “A” Street, “C” Street and Chandler Drive per Condition #38.

Total N.E.M.P. (Non-Backbone) Water Reimbursement Amount:	\$ 59,466.00
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Estimated amount of N.E.M.P. Water fees to be collected on 65 building permits:	\$ 0.00
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<b>Estimated Balance:</b>	<b>\$ 59,466.00</b>
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\* The City shall make quarterly payments as fees are paid into the North East Master Plan Fee program.

**C. Storm:**

Install 24” storm drain line from Berkeley Avenue to Tate Street by way of Clarence Drive, “A” Street and Chandler Drive per Condition #39.

Total N.E.M.P. (Non-Backbone) Storm Reimbursement Amount: \$ 47,476.00

Estimated amount of N.E.M.P. Storm fees to be collected on 65 building permits: \$ 0.00

**Estimated Balance: \$ 47,476.00**

\* The City shall make quarterly payments as fees are paid into the North East Master Plan Fee program.

**3. Other Reimbursements:**

**A. Park Improvement Fee:**

Total Neighborhood Park Improvement Reimbursement Amount: \$ 134,880.64

Estimated amount of Neighborhood Park Improvement fees to be collected on 65 building permits: (\$ 115,830.65)

**Estimated Balance: \$ 19,049.99**

\* All 65 building permits within Legends North No 3 will be credited for the Neighborhood Park Improvement fee.

\* For the remaining balance of approximately \$19,049.99, the City shall make quarterly payments as fees are paid into the Neighborhood Park Improvement fee program.

Attachment A



RECORDING REQUESTED BY:  
CITY OF TURLOCK

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2005-0228597-00**

When Recorded Mail to:

Thursday, DEC 15, 2005 14:52:50  
Ttl Pd \$0.00 Nbr-0001970717  
OAW/R1/1-11

City of Turlock  
Community Development Services  
Planning Commission  
156 S. Broadway, Suite 120  
Turlock, CA 95380-5454

Space above this line is reserved for the recorder's office.

**RESOLUTION NO. 2005-67**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE  
CITY OF TURLOCK  
APPROVING VESTING TENTATIVE SUBDIVISION MAP NO. 2005-17 (LEGENDS  
NORTH # 3)**

PROPERTY OWNER(S): Willard D. Curry Jr.  
3700 Colorado Avenue  
Turlock, CA 95382

APPLICANT: JKB Homes Norcal Inc. (James Brenda)  
PO Box 2998  
Turlock, CA 95381

SITE ADDRESS: 3700 Colorado Avenue

APN: 072-006-007 (approx. 20 acres)

**WHEREAS**, JKB Homes has submitted an application to the City of Turlock to subdivide approximately 20 acres into 65 single-family residential lots within the Northeast Turlock Master Plan (NETMP); and

**WHEREAS**, the proposed subdivision includes an approximately four (4) acre park and an approximately 10,567 square foot pedestrian pass-through access from the property to the north; and,

**WHEREAS**, the property affected by this Resolution is 3700 Colorado Avenue, more particularly described as the eastern 40.6 acres of Stanislaus County Assessor's Parcel Number 073-006-007; and

**WHEREAS**, after public hearing held on December 1, 2005, the Planning Commission found and determined as follows:

1/46

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. There is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. That Vesting Tentative Subdivision Map No. 2005-17 (Legends North # 3) would be permissible subject to the following findings:

1. The proposed subdivision is in conformance with the General Plan.
2. That the design and improvements are consistent with the General Plan.
3. That the site is physically suited for the type of the proposed development.
4. That the site is physically suitable for the potential density of the proposed development.
5. That the proposed subdivision or associated improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6. That the design of the project or the types of improvements will not cause public health problems.
7. That the discharge of waste from the proposed subdivision into the Turlock Treatment Facility will not violate existing requirements prescribed by the California Regional Water Quality Control Board.

**NOW THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Turlock that Vesting Tentative Subdivision Map 2005-17 (Legends North # 3) is hereby approved subject to compliance with all applicable codes and ordinances, and subject to the terms and conditions set forth below. All conditions listed below shall be complied with prior to issuance of Certificate of Occupancy, or equivalent, unless otherwise stipulated:

**Planning Division (668-5640)**

1. This approval authorizes the subdivision of approximately 20 acres into 65 single-family residential lots in conformance with the standards of the low-density residential (R-L) zoning district (NETMP), except where amended.
2. The subdivision shall be developed in accordance with the revised vesting tentative subdivision map dated October 5<sup>th</sup>, 2005 and the standards of the Northeast Turlock Master Plan (NETMP) adopted by the Turlock City Council on February 10, 2004 by Ordinance 1023-CS, except as may be amended herein.
3. In accordance with the NETMP Residential Guiding Policy 3.2 (f), all residential lots and housing types shall respect the like product of the exiting residential lot layouts and housing types that they abut or are adjacent to.
4. All mitigation measures contained in the Mitigated Negative Declaration adopted for the Northeast Turlock Master Plan and the Initial Study prepared for the proposed project are hereby made conditions of approval for Vesting Tentative Subdivision Map 2005-17 (Legends North # 3).
5. The approval of Vesting Tentative Subdivision Map 2005-17 (Legends North # 3) is contingent upon the City Council granting a final cancellation of the Williamson Act Contract affecting this property (Williamson Act Contract No. 78-3438).
6. The property is subject to the Northeast Turlock Master Plan Preparation and Annexation Cost Recovery Program. This program has been established by the City Council to recoup the City's costs of preparing the Northeast Turlock Master Plan (NETMP) and the costs of annexing the property, pursuant to Section 7.4.4 of the NETMP. This assessment will be collected at the time the final map is recorded and / or building permits are issued - whichever comes first.
7. To adequately fund the ongoing provision of public services (including but not limited to police, fire, and public maintenance), the subject property shall be included in a (Mello Roos) Community Facilities District to fund a Services Mitigation Fee. A final subdivision map shall not be recorded until the Community Facilities District has been established and the subject property has been annexed thereto. Pursuant to City Council resolution 2004-031, annexation

to the proposed Communities Facilities District is required to mitigate the project's impacts upon police, fire and public maintenance operations.

8. All homes shall be designed consistently with the standards contained in Sections 3.2.2 and 3.2.3 of the Northeast Turlock Master Plan. House plans shall be submitted for review and approval by the Planning Division staff prior to application for a building permit to ensure that the proposed house designs comply with the design standards of the NETMP.
9. Enhanced fencing, featuring taller heights and stronger materials, shall be used on the side yard fences on lots 52 and 53 to provide improved privacy wherever lots abut Lot "B".
10. A "Notice of Private Airstrip" disclosure shall be recorded on the title of all the lots within Legends North # 3 subdivision. The format of the disclosure shall be provided by the City of Turlock.
11. Plans for the development of typical front yard landscaping to be installed by the developer shall be submitted to the Planning Division for review and approval prior to the issuance of any building permit. This requirement is in lieu of submitting individual checklist forms for each lot (TMC § 9-2-109).
12. Street Trees shall be installed pursuant to Section 3-10 of the Northeast Turlock Master Plan and to City of Turlock standards in the curb-adjacent park strip, achieving spacing equal to 40 feet on center. The approved street tree for this area is the October Glory Red Maple. The Chinese Pistache (Keith Davies variety) is required along Colorado Avenue. Interior lots will require at least one (1) street tree, possibly two for the larger lots, planted within the park strip. Corner lots will require between three (3) and four (4) street trees, planted within the park strip. The City of Turlock Public Facilities Maintenance Manager, or designee, shall have final approval regarding species selection and tree spacing within the Northeast Turlock Master Plan, including inspection prior to planting of street tree. Please contact Municipal Services at 668-5590 for tree layouts prior to planting.
13. A staggered, double row of street trees (Chinese Pistache – Keith Davies variety) shall be installed in the 20-foot curb-adjacent planter area along North Berkeley Avenue, pursuant to the Northeast Turlock Master Plan Section 3.8.2 and Figure 4-6.
14. North Berkeley Avenue shall be constructed pursuant to Figure 4-6 of the NETMP. Specifically, a 90-foot right-of-way with a 14-foot landscape and sidewalk easement located on private property. All homes shall maintain a 15 foot setback as measured from the back of the sidewalk (i.e. 29 foot setback from the property line). For homes whose garages obtain access from North Berkeley Avenue, the 20-foot driveway length / garage setback required in the Zoning District shall be measured from the back of the sidewalk (i.e. 34-foot setback from the property line). Properties that side onto Berkeley Avenue are subject to a 29 foot corner side yard setback for the house or any accessory structure and a 34 foot garage corner side yard setback.

15. Driveway approaches for homes fronting onto North Berkeley Avenue shall not exceed 10-feet in width in the public right-of-way and in the required landscape / sidewalk easement. Driveway spacing shall comply with the standards of Section 4.3.1 and Figure 4-5 of the NETMP.
16. Landscape, irrigation, and fencing plans for Lot A (park) and Lot B (pedestrian pass-through) shall be submitted to the Public Facilities Maintenance Manager and Planning Division for review and approval. Pursuant to TMC §9-2-109 et seq, fences/walls shall be fully landscaped.
17. All off-premise subdivision directory / sales signs proposed in conjunction with the project shall obtain a separate City of Turlock sign permit and comply with the sign criteria and standards established in the Turlock Municipal Code. **Note:** snipe signs (i.e. signs of a temporary nature advertising a specific event or product and which are illegally posted to trees, posts, poles, stakes, fences or similar support structures) are expressly prohibited.
18. Mobile construction offices for use by the developer or subcontractors shall obtain a Temporary Use of Land Permit from the Planning Division prior to placement on site.
19. If garages within the model homes are utilized as design centers or sales offices, the developer must first obtain a Temporary Use of Land Permit for temporary garage conversions.
20. Ornamental street lighting shall be used as described in Section 3.7 of the NETMP.
21. All overhead utility lines, including existing lines, shall be placed underground, in accordance with NETMP Section 7.2.8, TMC Sections 9-2-121 and 11-8-107, and Turlock General Plan policy 7.4-I.

#### **Engineering Division (668-5520)**

22. In the event that multiple final maps are filed, the City of Turlock reserves the right to impose reasonable conditions relating to the filing of multiple final maps.
23. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.
24. Construction of the required improvements may be deferred until after recording of the subdivision map provided that a subdivision agreement has been executed, bonds and insurance certificates filed, and all fees paid.
25. Provide easements per the Turlock Irrigation District.
26. Provide 10 foot Public Utility Easement behind property along all street frontages.

27. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 54717 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.
28. Provide written consent, as provided in Section 22608 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.
29. The survey for the final map shall be based on the record of survey recorded in book 20 of surveys at page 56, Stanislaus County Records.
30. The developer will be required to pay the development fees adjusted to the current Engineering News Record.
31. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.
32. All lots shall be graded to drain towards the public street with no cross lot drainage allowed. If the grade differential between lots or surrounding ground is one (1) foot or greater, a retaining wall shall be required per City of Turlock standards. If the grade differential between lots or surrounding ground is between 1/2 foot and one (1) foot, the developer shall use a wood type retaining wall/fence depending on the individual situation, to be approved by the City Engineer as part of the subdivision improvement plans.
33. All building pads shall be 1/2 foot higher than the nearest flow-line high point. This condition may be waived by the City Engineer if, upon review of the hydrology study, he deems it is not necessary.
34. Each lot will have access to a water service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshal.
35. A grading permit is required for any on-site work (grading, paving, concrete, etc.). Please submit a cost estimate for all on-site work, as well as (4) sets of improvement plans including an erosion control plan for review and approval. All projects resulting in the disturbance of more than one (1) acre of land will require the developer to apply for a Notice of Intent with the State of California Water Resource Control Board. The W.D.I.D. number, which is provided by the state, must be submitted prior to grading permit issuance.
36. An encroachment permit is required for all off-site work. Please submit a cost estimate for all off-site work, liability insurance listing the City of Turlock as additionally insured, as well as four (4) sets of improvement plans for review and approval.



37. The City Engineer reserves the right to require full roadway reconstruction or a two (2) inch asphalt overlay from curb to curb on Colorado Avenue if, in the City Engineer's opinion, the integrity of the roadway has been compromised by utility cuts or construction practices. Asphalt oil shall be AR-8000.
38. All trenching in existing public pavement must be repaved per city standard T-1 unless approved by the City Engineer. The City Engineer may require a full pavement overlay to an existing road if he feels that the integrity of the roadway has been compromised.
39. Striping and signing plans shall be included as a part of the final improvement plans. Stop signs shall be installed by the developer. Street name signs will be installed by the City, but paid for by the developer. The developer will prepare a striping plan utilizing thermoplastic and markers for the development.
40. The developer shall pay all City of Turlock development impact fees prior to map recordation or issuance of any building permits in accordance with City of Turlock ordinances.
41. The developer shall dedicate property necessary to achieve a 72 foot right-of-way in Colorado Avenue.
42. The developer shall install full frontage improvements and utilities along the Colorado Avenue frontage in accordance with the City of Turlock Standard Plans and Specifications and the Northeast Turlock Master Plan (NETMP).
43. The developer shall install an eight (8) inch purple pipe, non-potable water in Colorado Avenue from its northern boundary to Cedar Ridge Drive and across to Berkeley Avenue by way of Cedar Ridge Drive, Clarence Drive, "A" Street and Chandler Drive in accordance with the City of Turlock Standard Plans and Specifications and the NETMP. The developer shall receive NETMP water fee reimbursements as directed by the City Engineer.
44. The developer shall install a 10 inch potable water line from Colorado Avenue to Berkeley Avenue by way of Cedar Ridge Drive, Clarence Drive, "A" Street and Chandler Drive in accordance with the City of Turlock Standard Plans and Specifications and the NETMP. The developer shall receive NETMP water fee reimbursements as directed by the City Engineer.
45. The developer shall install a 24 inch storm drain line from Berkeley Avenue to Tate Street by way of Clarence Drive, "A" Street and Chandler Drive in accordance with the City of Turlock Standard Plans and Specifications and the NETMP. The developer shall receive NETMP storm drain fee reimbursements as directed by the City Engineer.
46. Developer shall install a two-inch asphalt overlay from curb to curb in Colorado Avenue. Asphalt oil shall be AR 8000.
47. No utility cuts will be allowed in Berkeley Avenue.

48. Streetlights on Colorado Avenue shall be standard City of Turlock lights with mast arm. All streetlights within the subdivision and Berkeley Avenue shall be ornamental, conforming to Section 3.7.1 "Community Lighting Design Guidelines" of the NETMP. Portions of this condition are waived from this map if the construction of these improvements is completed in accordance with the development agreement between the City of Turlock and NE Turlock LLC and JKB Homes (Legends North # 1).
49. Berkeley Avenue shall be developed to its full width as shown in the NETMP. This condition is waived from this map if the construction of these improvements is completed in accordance with the development agreement between the City of Turlock and NE Turlock LLC and JKB Homes (Legends North # 1).
50. Local streets shall be constructed with a 54-foot right-of-way (34 curb-to-curb). A one (1) foot sidewalk easement shall be shown on the map at each side of the right-of-way.
51. The developer shall coordinate utility and roadway connections with the property owners to the north and south.
52. The developer shall install the traffic signals at Berkeley Avenue and Christoffersen Parkway. This condition is waived from this map if the construction of these improvements is completed in accordance with the development agreement between the City of Turlock and the NE Turlock LLC (the City is currently in negotiations).
53. In accordance with the agreement between the City of Turlock and the NE Turlock LLC and JKB Homes, reimbursements for non-backbone Master Plan improvements shall be reimbursed after all the backbone Master Plan improvements have been installed, accepted by the City Engineer and reimbursements received by the NE Turlock LLC and JKB Homes. Following the reimbursement of all backbone Master Plan Improvements, non-backbone Master Plan improvements will be reimbursed on a priority system. Priority will be given to all Northeast Turlock Master Plan area developers based on the completion and acceptance date of each non-backbone master plan improvements as determined by the City Engineer. The City Engineer will release reimbursement funds throughout the year on a quarterly basis.
54. All non-backbone (in tract) Master Plan improvements as shown in the NETMP that are within the boundaries of the tentative map shall be installed to the satisfaction of the City Engineer.
55. The landscaping, lighting, street maintenance assessment district shall include a portion of the maintenance costs for the greenbelt, bike path along TID Lateral # 3, Berkeley Avenue median and Christoffersen Parkway median.
56. The developer shall dedicate Lot "A" and Lot "B" to the City of Turlock for use as neighborhood parks. The developer shall be given credits on their map fees for the value of the parkland. In the event that the developer will not be fully reimbursed by the map fee credits, the City of Turlock will enter into a

- reimbursement agreement to cover the additional reimbursements necessary. Reimbursements will only be made as funding for this park comes available from other developers.
57. The developer shall install park improvements on Lot "A" and Lot "B" as directed by the City Engineer. The developer shall receive park improvement credits on building permit fees until the developer is fully reimbursed. In the event that the developer will not be fully reimbursed by the building permit credits, the City of Turlock will enter into a reimbursement agreement to cover the additional reimbursements necessary. Reimbursements will only be made as funding or this park comes available from other developments.
  58. At all intersections, side yard fences and trees shall be back 30 feet from the intersection as required by City Standard Drawing ST-13 "Clear Vision Triangle."
  59. The developer shall install all safety traffic marking, striping, and signing required by the City Engineer, including the installation of bicycle lanes on Colorado Avenue.
  60. Cedar Ridge Drive, Clarence Drive, "A" Street, and Chandler Drive from Colorado Avenue to Berkeley Avenue shall be a 60 foot right-of-way with an eight (8) foot sidewalk in accordance with the NETMP.
  61. Developer shall provide necessary right-of-way and wheelchair ramps at a "T" intersections and knuckles, including Cedar Ridge Drive / "C" Street, "C" Street / "B" Street, knuckle at "C" Street / Clarence Drive, "C" Street / "B" Street, "B" Street / Tate Street, Clarence Drive / Tate Street, knuckle at "A" Street / Clarence Drive, and "A" Street / Chandler Drive.

#### **Fire Services (668-5580)**

62. Prior to the issuance of any building permits, the on-site fire protection improvements such as paved all-weather access roads and in-service fire hydrants must be installed.
63. Temporary addresses shall be clearly posted at each lot before a permit is issued.
64. Street signs shall be installed before issuance of building permits.
65. Blue roadway markers for hydrant identification shall be installed prior to issuance of building permits.

#### **Turlock Unified School District**

66. Mitigation of impacts to school facilities will be achieved through the payment of the fee amounts authorized by California Government Code Sections 65995, 65995.5, and 65995.7.

## San Joaquin Valley Air Pollution Control District

67. The construction phase of this project can generate emissions from the movement of soil, use of heavy equipment, bulk materials handling, asphalt paving, and other related activities. Therefore, this project is subject to District Regulation VIII in order to reduce the amount of fine particulate matter (PM-10).
68. District Rules 4901 and 4902 regulate the sale, installation and transfer of both wood burning devices and natural gas-fired water heaters to limit the emissions of PM-10 and Nox in residential developments. Amendments to Rule 4901, adopted on July 17, 2003, placed limitations on wood burning fireplaces or wood burning heaters in new residential developments. The following amendments are included in Rule 4901:
  - No person shall install a wood burning fireplace in a new residential development with a density greater than two (2) dwelling units per acre.
  - No person shall install more than two (2) EPA Phase II certified wood burning heaters per acre in any new residential development with a density equal to or greater than three (3) dwelling units per acre.

## Turlock Irrigation District (883-8300)

69. All connections of this parcel to any existing irrigation facility have been severed as part of the development of the Northeast Turlock Master Plan. The parcel has been abandoned out of the irrigation improvement district and any remaining irrigation facility is private and must be removed prior to development.
70. Owner/developer must apply for a facility change for any pole or facility relocation. Facility changes are performed at developer's expense.
71. A 10-foot Public Utilities Easement must be dedicated along all street frontages.

Section 3. The establishment of Vesting Tentative Subdivision Map No. 2005-17 (Legends North # 3) requires compliance with the conditions of approval, which shall be binding on all heirs, assignees, and successors in interest of said property.

Section 4. The Director of Community Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 1<sup>st</sup> day of December, 2005, by the following roll call vote:

AYES: Commissioner Carter, Brem, Reyes, Felt, Bean

NOES: Commissioner Fregosi

ABSTAINED: None

ABSENT: Commissioner Howze

ATTEST:



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MICHAEL I. COOKE, AICP  
PLANNING MANAGER & SECRETARY  
OF THE TURLOCK PLANNING COMMISSION

# Attachment B

Thursday, December 7, 2017  
6:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

MINUTES  
Regular Meeting  
Turlock Planning Commission

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**A. CALL TO ORDER** – Chairman Pedroza called the meeting to order at 6:01 p.m.

PRESENT: Commissioners Elvis Dias, Geoff Powers, Jim Reape, Kristin Bettencourt, and Chairman Victor Pedroza.

ABSENT: Commissioners Constance Anderson and Nick Hackler

Commissioner Anderson was seated at 6:08

**B. APPROVAL OF MINUTES**

1. Accepting minutes of Special Planning Commission meeting of October 19, 2017.

Motion by Commissioner Powers seconded by Commissioner Reape to accept the minutes as submitted. Motion carried unanimously with Commissioner Hackler absent.

**C. ANNOUNCEMENTS**

Senior Planner, Katie Quintero introduced Eric Picciano, the Interim Development Services Director/Chief Building Inspector/City Engineer and Anthony Orosco, Senior Civil Engineer.

Katie Quintero noted the greensheet for item G2 the Time Extension for VTSM 05-17 and stated staff would discuss it further during the public hearing for the item.

**D. PUBLIC PARTICIPATION**

Milt Trieweiler spoke in appreciation of retired Planning Manager Debbie Whitmore's work in the Planning Department and for the City. He also expressed concern about the upcoming recession, quality of the air in the valley, long term droughts, and sustainability issues in the City of Turlock and hoped the City continued the level of community planning into the future.

Amy Thomas CSU Stanislaus Director for Safety & Risk Management expressed concerns about traffic safety, dim lighting and speeding around the University campus and would like to work with the City discuss some of the issues. She provided the Commissioners with a handout highlighting the areas of concern.

Several representatives from the community and CSU Stanislaus spoke about their experiences with traffic safety around the University and spoke in favor of working with the City to make the areas of concern safer.

Robert Puffer spoke in favor of increasing pedestrian safety around the University campus and noted that any lighting concerns on campus should be addressed to the University.

Chairman Pedroza ask if staff could look into installing lighting at unmarked cross walks.

**E. 1. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

None

## **2. DISCLOSURE OF EX PARTE COMMUNICATIONS**

None

The following agenda items are subject to the requirement for disclosure of Ex Parte Communications:

*Planning Commissioners will disclose Ex Parte Communications immediately following the introduction of each of these items by the Planning Commission Chair, as they appear on the agenda below.*

- **G.1 PLANNED DEVELOPMENT 253; REZONE 06-02 TIME EXTENSION**
- **G.2 TIME EXTENSION FOR VESTING TENTATIVE SUBDIVISION MAP 2005-17, (LEGENDS NORTH 3)**

Due to a prior commitment Commissioner Dias stepped down at 6:39 pm and was not resealed.

## **F. CONSENT CALENDAR**

None

## **G. PUBLIC HEARINGS**

### **\*CONSENT ITEMS**

None

### **NONCONSENT ITEMS**

*These items will be individually discussed and reviewed in detail.*

## **1. PLANNED DEVELOPMENT 253, REZONE 06-02 TIME EXTENSION**

Associate Planner, Adrienne Werner presented the staff report. Ms. Werner explained that the project was a request for a one-year time extension for the previously approved Planned Development 253 and Rezone 2006-02. The project creates a 5-lot single family residential project, four (4) residential lots and one (1) remainder, ranging from 5,780 – 16,480 square feet in size. The lots are accessed via a 20-foot wide private road. The existing home on the subject site will remain. Ms. Werner explained that during the 2006 Planning Commission public hearing the neighbors expressed concern with the reducing the size of the lots and the loss of privacy if two-story homes were built. The Planning Commission did not approve the reduction in lot size, as the applicant requested, and required that only single-story homes were allowed to be built. The project would be developed to the Low Density Residential (RL) development standards.

Ms. Werner explained that the project has not changed from the original approvals in 2006. The request for the time extension will allow the developer time to submit and finalize the parcel map and get the project back on track.

Ms. Werner noted that some conditions from the previous resolutions have been met and added that the conditions of approval from Planning Commission Resolution 2006-17 and City Council Resolution 2006-211 have been consolidated into Planning Resolution No. 2017-20. This consolidation of conditions into one resolution reduces potential confusion of the requirements for the project.

Michael McNaughton, the applicant, made himself available to answer questions.

Commissioner Hackler was seated at 6:43

**PUBLIC HEARING:**

Chairman Pedroza opened the public hearing. No one spoke. Chairman Pedroza closed the public hearing.

**MOTION:** Motion by Commissioner Reape seconded by Commissioner Powers to grant a one-year time extension for Planned Development 253 (Rezone 2006-02), having determined that the project is Categorical Exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15332 (In-fill Development) and/or §15162 Subsequent EIRs and Negative Declarations, and that all of the appropriate findings can be made, subject to the conditions of approval contained in draft Planning Commission Resolution 2017-20. Motion carried unanimously with Commissioner Hackler abstaining and Commissioner Dias absent.

**2. TIME EXTENSION FOR VESTING TENTATIVE SUBDIVISION MAP 2005-17, (LEGENDS NORTH 3):**

Assistant Planner, Scott Quyle presented the staff report. Mr. Quyle explained that the request is to authorize a three-year time extension of previously approved Vesting Tentative Subdivision Map 2005-17 (VTSM 05-17). The previously approved tentative map would subdivide approximately 20 acres into 65 single family residential lots, an approximate 4 acre park and a pedestrian pass-through located 3700 Colorado Avenue (Stanislaus County APN 072-006-007). Mr. Quyle brought the Commissioners attention to the greensheet. Mr. Quyle explained that the greensheet revises Condition #46 of the resolution to be consistent with the road section standard established in the Northeast Turlock Master Plan.

Commissioner Pedroza asked how many additional people and cars the project would generate.

Senior Planner, Katie Quintero answered the project would add an additional 650 daily vehicle trips; however these additional vehicle trips were anticipated as part of the Northeast Turlock Master Plan and the roadways were designed to accommodate the anticipated traffic associated with the build-out of the master plan.

Christopher Tyler, representing the applicant, spoke in support of the project and made himself available to answer questions.

Commissioner Anderson asked for clarification of the roadways entering the subdivision.

Mr. Quyle provided the Commissioners with a diagram of the subdivision and identified



the roadways entering the subdivision.

**PUBLIC HEARING:**

Chairman Pedroza opened the public hearing.

Milt Trieweiler spoke in favor of the project. Mr. Trieweiler asked if the project would have meet current code requirements or the requirements in place when the map was originally approved in 2005.

Interim Director Eric Picciano answered that the homes would have to meet the code requirements effective at the time building permit applications are received.

Tom Mickelson addressed the Commission and expressed concern with the current traffic in the area and pointed out that there had been several accidents at the round-a-bouts. Mr. Mickelson asked for clarification regarding the terms of level of service for the roadways. Mr. Mickelson also noted that the landscaping is missing in the median along Berkeley.

Senior Planner Katie Quintero explained that the levels of service in terms of traffic on the roadways are similar to school grading with A being the best. Ms. Quintero explained that level of service at the build-out of the project would be a B. This level was anticipated in the master plan and the roadways were designed and constructed to handle the level of traffic anticipated at build-out of the master plan area.

Robert Puffer spoke in favor of the project and noted that the accidents are due to high speeds at the Round-a-bouts and that the construction of the new homes may actually encourage drivers to slow down.

Bob Boyd addressed the Commission and asked if Colorado would be widened to accommodate the traffic.

Ms. Quintero answered that Colorado would not be widened further and had been constructed to accommodate the anticipated traffic in the master plan area.

Hearing no further comments, Chairman Pedroza closed the public hearing.

**MOTION:** Motion by Commissioner Powers, seconded by Commissioner Reape granting a three-year time extension for Vesting Tentative Subdivision Map 2005-17 (VTSM 05-17 -Legends North 3) having determined that the project is "Categorically Exempt" from the provisions of CEQA §15162 Subsequent EIRs and Negative Declarations, having determined that the appropriate findings have been made, subject to the conditions of approval contained in draft Planning Commission Resolution 2017-19. Motion carried unanimously with Commissioner Dias absent.

**H. OTHER MATTERS**

None

**I. COMMISSIONERS CONSIDERATION**

1. Adoption of 2018 Planning Commission meeting calendar.

The Commissioners discussed the dates for the 2018 Planning Commission meetings, however, no motion was taken. The 2018 Planning Commission meeting calendar will be brought back to the Commission for adoption at the January 18, 2018 meeting.

**J. STANISLAUS COUNTY PLANNING REFERRAL ITEMS**

**K. COMMISSIONERS COMMENTS**

Commissioner Bettencourt asked about the property at Colorado and West Main were the assisted living facility is proposed and whether or not the property is for sale.

Katie Quintero answered that the applicant had applied for and been granted a one-year time extension for the assisted living project and added that staff is unaware whether or not the property is for sale.

Commissioner Bettencourt inquired about the cars speeding on Daubenberger by the ice rink and asked if staff had received any complaints.

Katie Quintero answered that the Planning staff had not received any calls or complaints regarding cars speeding on Daubenberger, however the Police department would be the appropriate city department to handle those types of calls.

Chairman Pedroza noted that this would be his last meeting as he has not asked to be reappointed to the Planning Commission. Chairman Pedroza expressed his appreciation for the work staff does, his fellow commissioners and added that he will miss serving on the commission.

**L. STAFF UPDATES**

None

**M. ADJOURNMENT**

Having no further business Chairman Pedroza adjourned the meeting at 7:26 p.m.

**RESPECTFULLY SUBMITTED**

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Victor Pedroza  
Commission Chairman

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Katie Quintero  
Senior Planner



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2017-0095602-00**

Tuesday, DEC 26, 2017 08:40:07  
Ttl Pd \$0.00 Rcpt # 0004064575  
AKN/R1/1-9

**Filing Requested By:**

City of Turlock  
Development Services  
Planning Division  
156 S. Broadway, Suite 120  
Turlock, CA 95380-5456

**When Filed Mail to:**

*Same as above*

This space reserved for Recorder's Office

**RESOLUTION NO. 2017-19**

A RESOLUTION OF THE TURLOCK PLANNING COMMISSION  
OF THE CITY OF TURLOCK  
APPROVING A TIME EXTENSION FOR  
VESTING TENTATIVE SUBDIVISION MAP NO. 2005-17  
(Legends North 3)

PROPERTY OWNER: Terravest Capital Partners, LP  
3208 Wycliffe Drive  
Modesto, CA 95355

APPLICANT: Same as Above

SITE ADDRESS: 3700 Colorado Avenue

APN: 072-006-007

**WHEREAS**, Terravest Capital Partners LP, has submitted an application for a time extension for the previously approved Vesting Tentative Subdivision Map 2005-17 for 36 months in order to subdivide 20 acres of property into 65 single-family residential lots, an approximately four (4) acre park, and a pedestrian pass-through which connects to the subdivision to the north.

**WHEREAS**, the property affected by this Resolution is described as follows; 3700 Colorado Avenue, more particularly described as Stanislaus County Assessor's Parcel Number 072-006-007; and,

**WHEREAS**, Turlock Municipal Code Section 11-5-401 and 402 allows for a 36 month time extension; and,

**WHEREAS**, after public hearing held on December 7, 2017, the Planning Commission found the project is "Exempt" from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15162 "Subsequent EIRs and Negative Declarations" of the CEQA Guidelines and would be permissible subject to the following findings:

1. The proposed subdivision is in conformance with the General Plan and the Northeast

*AWD*

- Turlock Master Plan.
2. That the design and improvements are consistent with the General Plan and the Northeast Turlock Master Plan.
  3. That the site is physically suited for the type of the proposed development.
  4. That the site is physically suitable for the potential density of the proposed development.
  5. That the proposed subdivision or associated improvements will not cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat.
  6. That the design of the project or the types of improvements will not cause public health problems.
  7. That the discharge of waste from the proposed subdivision into the Turlock Treatment Facility will not violate existing requirements prescribed by the California Regional Water Quality Control Board.

**NOW THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Turlock as follows:

**Section 1.** This project is "Exempt" from the California Environmental Quality Act (CEQA §15162 "Subsequent EIRs and Negative Declarations")

**Section 2.** That said Extension of Vesting Tentative Subdivision Map 2005-17 would be permissible subject to compliance with all applicable codes and ordinances, and subject to the terms and conditions set forth below. All conditions listed below shall be complied with prior to issuance of Certificate of Occupancy, or equivalent, unless otherwise stipulated:

**Planning Division (668-5640)**

1. This approval authorizes the three year time extension of the previously approved Vesting Tentative Subdivision Map 2005-17 (VTSM 05-17) to subdivide 20 acres of land into 65 single-family residential lots in conformance with the standards of the low-density residential zoning district (R-L), a four (4) acre park, and a pedestrian pass-through which connects to the subdivision to the north.
2. The subdivision shall be developed in accordance with the revised Vesting Tentative Subdivision Map dated October 5, 2005 and the standards of the Northeast Turlock Master Plan (NETMP) adopted by the Turlock City Council on February 10, 2004 by Ordinance 1023-CS, except as may be amended herein.
3. In accordance with the NETMP Residential Guiding Policy 3.2 (f), all residential lots and housing types shall respect the like product of the exiting residential lot layouts and housing types that they abut or are adjacent to.
4. All mitigation measures contained in the Mitigated Negative Declaration adopted for the Northeast Turlock Master Plan and the Initial Study prepared for the proposed project are hereby made conditions of approval for Vesting Tentative Subdivision Map 2005-17 (Legends North # 3).
5. The property is subject to the Northeast Turlock Master Plan Preparation and Annexation Cost Recovery Program. This program has been established by the City Council to

recoup the City's costs of preparing the Northeast Turlock Master Plan (NETMP) and the costs of annexing the property, pursuant to Section 7.4.4 of the NETMP. This assessment will be collected at the time the final map is recorded and/or building permits are issued - whichever comes first.

6. To adequately fund the ongoing provision of public services (including but not limited to police, fire, and public maintenance), the subject property shall be included in Community Facilities District #2 (Mello Roos) to fund a Services Mitigation Fee. A final subdivision map shall not be recorded until the Community Facilities District has been established and the subject property has been annexed thereto. Pursuant to City Council Resolution 2004-031, annexation to the proposed Communities Facilities District #2 is required to mitigate the project's impacts upon police, fire and public maintenance operations.
7. All homes shall be designed consistently with the standards contained in Sections 3.2.2 and 3.2.3 of the Northeast Turlock Master Plan. House plans shall be submitted for review and approval by the Planning Division staff prior to application for a building permit to ensure that the proposed house designs comply with the design standards of the NETMP.
8. Enhanced fencing, featuring taller heights and stronger materials, shall be used on the side yard fences on lots 52 and 53 to provide improved privacy wherever lots abut Lot "B".
9. A "Notice of Private Airstrip" disclosure shall be recorded on the title of all the lots within Legends North # 3 subdivision. The format of the disclosure shall be provided by the City of Turlock.
10. Plans for the development of typical front yard landscaping to be installed by the developer shall be submitted to the Planning Division for review and approval prior to the issuance of any building permit. (TMC § 9-2-109).
11. Street Trees shall be installed pursuant to Section 3-10 of the Northeast Turlock Master Plan and to City of Turlock standards in the curb-adjacent park strip, achieving spacing equal to 40 feet on center. The approved street tree for this area is the October Glory Red Maple. The Chinese Pistache (Keith Davies variety) is required along Colorado Avenue. Interior lots will require at least one (1) street tree, possibly two for the larger lots, planted within the park strip. Corner lots will require between three (3) and four (4) street trees, planted within the park strip. The City of Turlock Public Facilities Maintenance Manager, or designee, shall have final approval regarding species selection and tree spacing within the Northeast Turlock Master Plan, including inspection prior to planting of street tree. Please contact Parks and Recreation at 668-5594 for tree layouts prior to planting.
12. A staggered, double row of street trees (Chinese Pistache – Keith Davies variety) shall be installed in the 20-foot curb-adjacent planter area along North Berkeley Avenue, pursuant to the Northeast Turlock Master Plan Section 3.8.2 and Figure 4-6.
13. North Berkeley Avenue shall be constructed pursuant to Figure 4-6 of the NETMP. Specifically, a 90-foot right-of-way with a 14-foot landscape and sidewalk easement located on private property. All homes shall maintain a 15 foot setback as measured

from the back of the sidewalk (i.e. 29 foot setback from the property line). For homes whose garages obtain access from North Berkeley Avenue, the 20-foot driveway length / garage setback required in the Zoning District shall be measured from the back of the sidewalk (i.e. 34-foot setback from the property line). Properties that side onto Berkeley Avenue are subject to a 29 foot corner side yard setback for the house or any accessory structure and a 34 foot garage corner side yard setback.

14. Driveway approaches for homes fronting onto North Berkeley Avenue shall not exceed 10-feet in width in the public right-of-way and in the required landscape / sidewalk easement. Driveway spacing shall comply with the standards of Section 4.3.1 and Figure 4-5 of the NETMP.
15. Landscape, irrigation, and fencing plans for Lot A (park) and Lot B (pedestrian pass-through) shall be submitted to the Public Facilities Maintenance Manager and Planning Division for review and approval. Pursuant to TMC §9-2-109 et seq, fences/walls shall be fully landscaped.
16. All off-premise subdivision directory / sales signs proposed in conjunction with the project shall obtain a separate City of Turlock sign permit and comply with the sign criteria and standards established in the Turlock Municipal Code. Note: snipe signs (i.e. signs of a temporary nature advertising a specific event or product and which are illegally posted to trees, posts, poles, stakes, fences or similar support structures) are expressly prohibited.
17. If garages within the model homes are utilized as design centers or sales offices, the developer must first obtain a Temporary Use of Land Permit for temporary garage conversions.
18. Ornamental street lighting shall be used as described in Section 3.7 of the NETMP.
19. All overhead utility lines, including existing lines, shall be placed underground, in accordance with NETMP Section 7.2.8, TMC Sections 9-2-120 and 11-8-107, and Turlock General Plan policy 6.3-j.

***Building (668-5560)***

20. Single Family Dwelling plans shall be designed to the current California Codes.

***Engineering (668-5520)***

21. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.
22. The developer shall pay all applicable City of Turlock city wide and specific plan development impact fees adjusted to the current Engineering News Record, prior to insurance of a building permit.

23. Construction of the required improvements may be deferred until after recording of the subdivision map provided that a subdivision agreement has been executed, bonds and insurance certificates filed, and all fees paid.
24. Provide easements per the Turlock Irrigation District.
25. Provide 10 foot Public Utility Easement behind property line along all street frontages.
26. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 54717 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.
27. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 22608 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.
28. This map shall be based upon and tied to a minimum of two (2) monuments on our grid system. The City of Turlock's grid system was established on Volume 20 of surveys, at page 56, Stanislaus County Records 20-S-56.
29. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.
30. Developer shall submit on-site and off-site (Non-structural) improvement plans to the Engineering Division for review and approval. Please submit an improvement plan application along with a \$325.00 deposit, five (5) sets of civil improvement plans including erosion control and landscape plans, a copy of the Stormwater Pollution Prevention Plan (SWPPP), one (1) copy of the soils report (California Building Code requirement) and one (1) copy of the land use permit. Landscape plans shall meet the requirements of the Model Water Efficient Landscape Ordinance (MWELo). All projects disturbing more than one acre of land must apply for a Notice of Intent with the State of California Water Quality Control Board. The W.D.I.D. number, which is provided by the state, must be provided prior to grading permit issuance.
31. Developer shall procure a grading permit from the Engineering Division for all on-site (Non-Structural) work prior to issuance of any building permits. Upon approval of the on-site Improvement plans, please submit a grading permit application and a cost estimate for all on-site (Non- Structural) work.
32. Developer shall procure an encroachment permit from the Engineering Division for all off-site work done within existing City of Turlock right of way, proposed right of way and within any easements prior to the issuance of any building permits. Upon approval of the off-site improvement plans, please submit an encroachment permit application, a cost estimate or for all off-site work, liability insurance as detailed in the encroachment permit application listing the City of Turlock as additional insured and an improvement security equal to 110% of the valuation of the work in the form of a bond, letter of credit, cash or check.

33. If the grade differential between lots or surrounding ground is between 1/2 foot and 1 foot, the developer shall use a wood type retaining wall/fence depending on the individual situation, to be approved by the City Engineer as part of the improvement plans.
34. The parcel must have access to a water service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.
35. Developer shall dedicate property necessary to achieve a 72' right of way on Colorado Avenue;
36. Developer shall install full frontage improvements and utilities along the Colorado frontage in accordance with the City of Turlock Standard Plans and Specifications and the NE Turlock Master Plan and the current City Standards;
37. Developer shall install an 8" purple pipe non-potable water on Colorado Avenue from its northern boundary to Cedar Ridge Drive and across to Berkeley Avenue by way of Cedar Ridge Drive, Clarence Drive, "A" Street, "C" Street and Chandler Drive in accordance with the City of Turlock Standard Plans and Specifications and the NE Turlock Master Plan. The developer shall receive NE Turlock Master Plan Water fee reimbursements as directed by the City Engineer;
38. Developer shall install a 10" potable water from Colorado Avenue to Berkeley Avenue by way of Cedar Ridge Drive, Clarence Drive, "A" Street, "C" Street and Chandler Drive in accordance with the City of Turlock Standard Plans and Specifications and the NE Turlock Master Plan. The developer shall receive NE Turlock Master Plan Water fee reimbursements as directed by the City Engineer;
39. Developer shall install a 24" storm drain line from Berkeley Avenue to Tate Street by way of Clarence Drive, "A" Street and Chandler Drive in accordance with the City of Turlock Standard Plans and Specifications and the NE Turlock Master Plan. The developer shall receive NE Turlock Master Plan Storm Drain fee reimbursements as directed by the City Engineer;
40. Developer shall install a two-inch asphalt overlay from curb to curb on Colorado Avenue from its north boundary line south through the intersection at Hartwick Ave. Asphalt oil shall be PG 70-10;
41. No utility cuts will be allowed on Berkeley Avenue;
42. Striping and signing plans shall be included as a part of the final improvement plans. Stop signs shall be installed by the developer. Street name signs will be installed by the City, but paid for by the developer. Developer will prepare a striping plan utilizing thermoplastic markers for the development;
43. Side yard fencing and trees shall be held back 30 feet from the intersection of "C" Street and Christoffersen Parkway as required by City Standard Drawing St-13 "Clear Vision Triangle";
44. The developer shall install all pavement markers and thermoplastic safety traffic marking, striping and signage as required by the City Engineer;



45. Streetlights on Colorado Avenue shall be standard City of Turlock lights with mast arm. All streetlights within the subdivision and Berkeley Avenue shall be ornamental, conforming to Section 3.7.1 "Community Lighting Design Guidelines" of the Northeast Turlock Master Plan and the current City Standards;
46. Local streets shall be constructed with a 54-foot right-of-way (34 curb-to-curb). A once (1) foot sidewalk easement shall be shown on the map at each side of the right-of-way.
47. Developer shall coordinate utility and roadway connections with the property owners to the north and south;
48. All non-backbone (in-track) master plan improvements as shown in the Northeast Master Plan that are within the boundaries of the tentative map shall be installed to the satisfaction of the City Engineer;
49. The landscaping, lighting, street maintenance assessment district shall include a portion of the maintenance costs for the greenbelt, bike path along TID Lateral #3, Berkeley Avenue Median and Christoffersen Parkway Median;
50. Developer shall dedicate Lot "A" to the City of Turlock for use as a neighborhood park. Developer shall be given credits on its map fees for the value of the parkland. In the event that the developer will not be fully reimbursed by the map fee credits, the City of Turlock will enter into a reimbursement agreement to cover the additional reimbursements necessary. Reimbursements will only be made as funding for this park becomes available from other developments;
51. The developer shall install park improvements, Lot "A," as directed by the City Engineer. Developer shall receive park Improvement credits on its building permits fees until the developer is fully reimbursed. In the event that the developer will not be fully reimbursed by the building permit credits, the City of Turlock will enter into a reimbursement agreement to cover the additional reimbursements necessary. Reimbursements will only be made as funding for this park becomes available from other developments;
52. Sewer, Water and Fire services that will not be utilized for the developed area shall be abandoned in accordance with the requirements of Municipal Services.
53. Developer shall repaved all trenching in existing right of way per City Standard Drawing T-1, unless approved otherwise by the City Engineer, and pay applicable trench restoration fees in accordance with Section 7-4-203 of the City of Turlock Municipal Code.

#### **Turlock Unified School District**

54. Mitigation of impacts to school facilities will be achieved through the payment of the fee amounts authorized by California Government Code Sections 65995, 65995.5, and 65995.7.

#### **San Joaquin Valley Air Pollution Control District**

56. The construction phase of this project can generate emissions from the movement of soil, use of heavy equipment, bulk materials handling, asphalt paving, and other related activities. Therefore, this project is subject to District Regulation VIII in order to reduce the amount of fine particulate matter (PM-10).
57. District Rules 4901 and 4902 regulate the sale, installation and transfer of both wood burning devices and natural gas-fired water heaters to limit the emissions of PM-10 and Nox in residential developments. Amendments to Rule 4901, adopted on July 17, 2003, placed limitations on wood burning fireplaces or wood burning heaters in new residential developments. The following amendments are included in Rule 4901:
  - No person shall install a wood burning fireplace in a new residential development with a density greater than two (2) dwelling units per acre.
  - No person shall install more than two (2) EPA Phase II certified wood burning heaters per acre in any new residential development with a density equal to or greater than three (3) dwelling units per acre.

**Turlock Irrigation District (883-8300)**

58. All connections of this parcel to any existing irrigation facility have been severed as part of the development of the Northeast Turlock Master Plan. The parcel has been abandoned out of the irrigation improvement district and any remaining irrigation facility is private and must be removed prior to development.
59. Owner/developer must apply for a facility change for any pole or facility relocation. Facility changes are performed at developer's expense.
60. A 10-foot Public Utilities Easement must be dedicated along all street frontages.

**Section 3.** That said Extension of Vesting Tentative Subdivision Map 2005-17 (Legends North 3) is hereby approved subject to compliance with all applicable codes and ordinances, and subject to the terms and conditions set forth herein. All conditions listed shall be complied with prior to Final Map Recordation or issuance of a Building Permit (as applicable), unless otherwise stipulated.

**Section 4.** The Director of Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

**I HEREBY CERTIFY** that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 7<sup>th</sup> day of December, 2017, by the following roll call vote:

AYES: Reape, Powers, Anderson, Bettencourt, Hackler, and Pedroza  
NOES: None  
ABSTAINED: None  
NOT PARTICIPATING: None  
ABSENT: Dias

ATTEST: Katie Quintero  
KATIE QUINTERO  
SENIOR PLANNER  
& SECRETARY OF THE TURLOCK PLANNING COMMISSION  
CITY OF TURLOCK

# **City Council Staff Report**

**October 12, 2021**



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From: Dan Madden, Acting City Manager

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

Agendized by: Dan Madden, Acting City Manager

## **1. ACTION RECOMMENDED:**

Motion: Approving a Five-Year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager to execute the MOU

Resolution: Appropriating \$20,000 to account number 110-10-112.47243 "Stanislaus Alliance" from Fund 110 "General Fund" Unassigned Reserves to increase the total contribution to Opportunity Stanislaus to \$50,000

## **2. SYNOPSIS:**

Approving a five-year Memorandum of Understanding with Opportunity Stanislaus for economic development and training services as outlined in Exhibit A and increasing the budgeted amount from \$30,000 to \$50,000.

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

The City of Turlock has been a member of the Stanislaus Business Alliance, currently known as Opportunity Stanislaus; since 1994. Opportunity Stanislaus focuses on economic development activities, workforce development and training assistance to provide professional one-stop services for existing and prospective companies in Stanislaus County.

The mission of the Opportunity Stanislaus is to improve the economic vitality of Stanislaus County by helping local employers grow, attracting innovative companies to the county, and helping entrepreneurs start and grow their businesses. The Organization helps companies by assisting them in their workforce readiness needs, helping them to navigate through the regulatory process, introducing them to financial incentives and financing programs, and helping them locate appropriate sites and buildings to meet their needs.

Opportunity Stanislaus facilitates economic development and workforce training activities throughout the County and supports the efforts of the nine cities.

As part of the development of a new five-year plan for Opportunity Stanislaus, in April and May of 2021, 94 interviews were held with local business leaders, elected officials and others to evaluate how Opportunity Stanislaus has been performing and what the organization should focus on moving forward. From the information and feedback gathered, Opportunity Stanislaus has created a new five-year plan, called "Opportunity Stanislaus Next Level Together". This plan is attached to this staff report as Attachment No. 1. The plan consists of the following five initiatives:

1. Improve Economic Vitality in the Community
2. Expand Volt Institute
3. Grow Local Business
4. Lead Business-Driven Talent Development
5. Drive Public Policy/Advocacy for Stronger Business Growth

Additional detail on each of the five initiatives and their specific mission, objectives and outcomes can be found in the attached plan.

As part of this new plan, Opportunity Stanislaus plans to expand many of their current services and as part of that expansion is asking all contributors to increase their investment. The City of Turlock previously paid \$30,000 and is being asked to increase the contribution to \$50,000.

The attached five-year MOU between the City of Turlock and Opportunity Stanislaus identifies the general actions and activities that will be undertaken by both parties to work together to proactively promote economic development in Turlock, to create and preserve jobs, strengthen the City's economic base and enhance the City of Turlock's revenue base.

**4. BASIS FOR RECOMMENDATION:**

- A. The purpose of the Memorandum of Understanding is to express collaboration between the City of Turlock and Opportunity Stanislaus with the joint implementation of the County-wide economic development and marketing strategy and to clarify roles and responsibilities.

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

**Fiscal Impact**

An additional appropriation of \$20,000 from General Fund Unassigned Reserves to account number 110-10-112.47243 "Stanislaus Alliance" is being requested. Fiscal Year 2021-2022 budget was approved with \$30,000 budgeted for Opportunity Stanislaus, but Opportunity Stanislaus has requested an additional \$20,000, bringing the total budget to \$50,000.

**Budget Amendment**

Appropriating \$20,000 to account number 110-10-112.47243 "Stanislaus Alliance" from Fund 110 General Fund Unassigned Reserves

**6. CITY MANAGER'S COMMENTS**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

No environmental determination is required.

**8. ALTERNATIVES:**

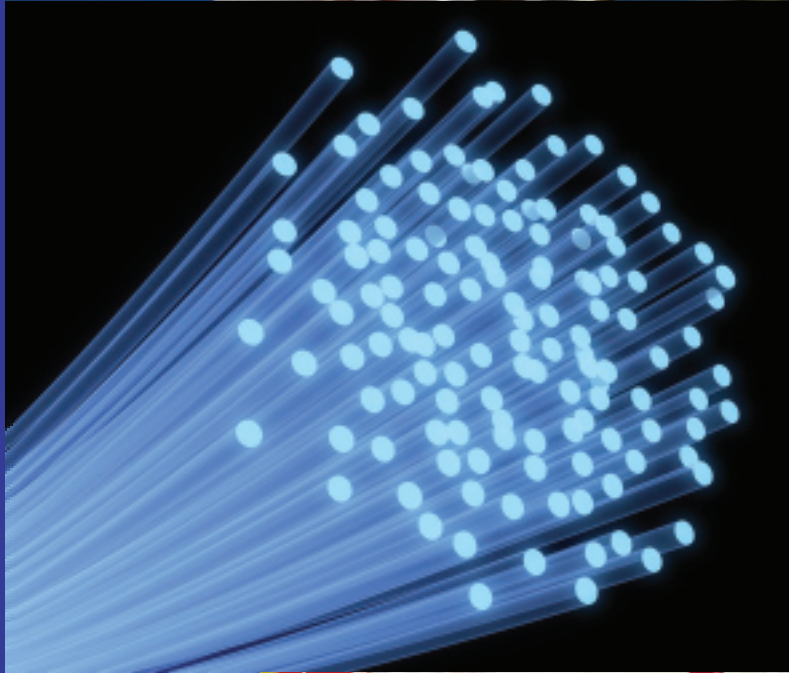
- A. The Council could reject the scope of work contained in the Memorandum of Understanding with Opportunity Stanislaus and choose not to allocate the additional \$20,000. This alternative is not recommended as the attached scope of work has been developed over time based on the City's economic development priorities and strategies and the additional funding is requested so Opportunity Stanislaus can expand their services as outlined in the new five-year plan.
- B. The Council could provide feedback and direct staff work with Opportunity Stanislaus on additional or amended items in the MOU.



OPPORTUNITY *Stanislaus*

**NEXT  
LEVEL**

**TOGETHER**



# WHAT WE'VE ACCOMPLISHED



As directed by the goals and objectives of the Our Future Is Now program of work, Opportunity Stanislaus has led, partnered with and/or played a critical supporting role in a number of community success stories, including:

## BUSINESS ATTRACTION

- Identified and targeted good-fit companies to expand or relocate in Stanislaus County
- Partnered with the cities and the county to promote all eligible sites for new businesses

# 30+

New Companies Added to Diversify the Economic Base



## EXISTING BUSINESS GROWTH AND EXPANSION

- Provided exceptional customized support to all businesses by helping them resolve issues pertaining to workforce, infrastructure, and community and housing services to help them grow

# 3000+

Jobs Added to Existing Local Industry



## SMALL BUSINESS GROWTH

Provided training & professional no-cost business consulting services to local business owners in the following areas:

- Crafting a business plan
- Start up & funding assistance
- E-commerce
- Access to capital
- Financial management
- Connections to local, state, and federal resources
- Help with business expansion
- Much more

## SBDC

# 184

New Small Business Startups



# \$70

Million Revenue Growth from Clients

## DEMAND-DRIVEN WORKFORCE READINESS

- Initiated comprehensive programs focused on in-demand jobs such as maintenance mechanics, production technicians, industrial fabrication, and more



200+ In Hard Skill Classes  
160+ in Boot Camps & Soft Skills



\$2 Million Additional Capital Secured

## MESSAGING



Program Launch  
2017

# 40

Employer Participants





# WHERE WE'RE GOING

OPPORTUNITY *Stanislaus*

## NEXT LEVEL

TOGETHER

Building on the unprecedented success of the Our Future Is Now five-year plan, Opportunity Stanislaus is uniquely positioned to take its economic and community impact to **THE NEXT LEVEL TOGETHER**. Our capital campaign will enable our five primary areas of focus.

## IMPROVE ECONOMIC VITALITY IN THE COMMUNITY

- Attract higher-wage companies
- Seek industries not currently part of existing mix
- Lead/launch “Game Changer” project



## EXPAND VOLT INSTITUTE

- VOLT ON THE GO
- Career Inspiration Center
- VOLT physical and curriculum expansion



## GROW LOCAL BUSINESS

- Create new business starts through our consulting services
- Lead outreach campaign to attract/startup minority-owned businesses
- Develop/deliver workshops focused on the recovery/expansion of small business



## LEAD BUSINESS-DRIVEN TALENT DEVELOPMENT

- HR Concierge Service
- Soft Skills Academy
- HR Fundamentals
- Rising Tides Talent Acquisition and Retention
- Work Ready Community – Build a Certified Workforce



## DRIVE PUBLIC POLICY/ADVOCACY FOR STRONGER BUSINESS GROWTH

- Launch Northern San Joaquin Valley Economic Institute
- Lead/partner to secure at least one major policy win each year
- Launch CEO Roundtable



# Why Opportunity Stanislaus?



Some might wonder why economic development is so important. Not only does the work of the economic developer support business and its desire to grow and succeed, but it also helps all of our local citizens have better jobs, enjoy better pay and have more resources to provide for their families.

Over the years we have attracted jobs and investment into the Northern San Joaquin Valley to provide a good quality of life for our citizens. In fact, over the past five years, we attracted more than 3,000 new jobs to the local economy. But as the global gig economy (digital platform) gains steam, we need to change and grow with

that economy. We need to preserve all the good things about our local economy, but we also need to aim higher to attract the jobs of the future and create cultural and recreational assets that young professionals want. The times are changing, and younger workers have more employment opportunities now than ever before. If we want to attract talent, we need to provide the lifestyle and job opportunities that young talent demands!

As the leadership of Opportunity Stanislaus, we are pleased to introduce a new five-year program of work that will help us get to the **next level together** with our partners and friends. We are ready to take the next step to work with key stakeholders in our region to boost the quality of life and make Stanislaus County and the Northern San Joaquin Valley region a place where people want to live and raise their families.

The timing couldn't be better! A global pandemic reinforced the importance of working together. As an organization, we are ready to step forward to make an even bigger difference in achieving greater economic vitality for all. The same pandemic has created new paradigms which benefit our region. People are looking for a place with more space and affordability. Employers are searching for sites that will give them access to large California markets but at a lower price and with more room to grow.

We invite you to be part of this important plan to improve the economy of Stanislaus County and the Northern San Joaquin Valley. Together we can make this a place where people want to be, a place where companies can succeed, and a community dedicated to a wonderful quality of life for themselves, their families, and their friends. Help us get to the "next level" of a better economy for all by investing in this **Opportunity Stanislaus - Next Level Together** plan.

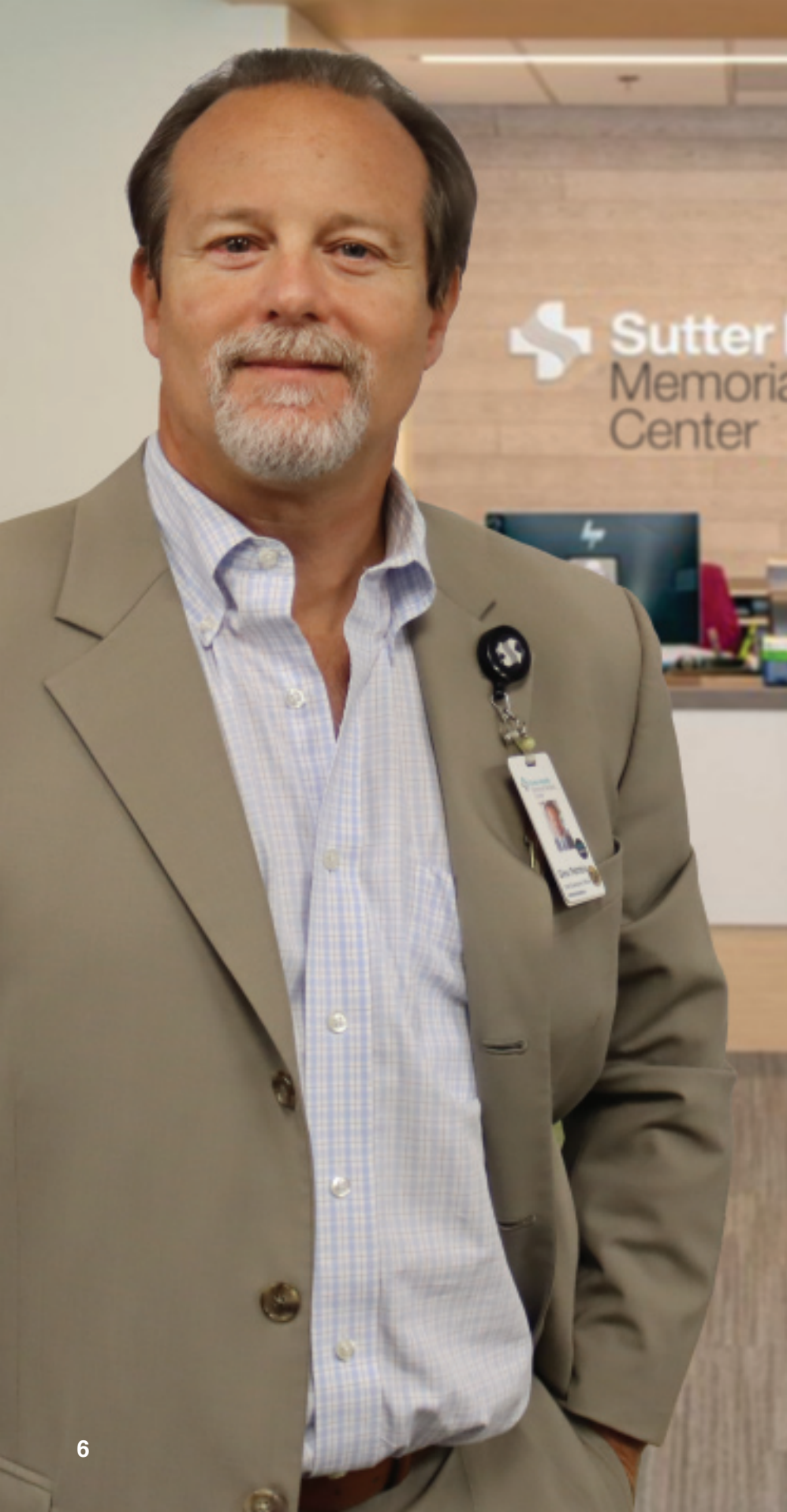
A handwritten signature in black ink, appearing to read 'David White'.

**David White**  
Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Dillon Olvera'.

**Dillon Olvera**  
Chairman of the Board





Message from Campaign Chair

## Gino Patrizio

CEO, Memorial Medical Center (Sutter Health)

In 2018 I began calling Stanislaus County my home, and it has been both a pleasure and a privilege to experience the wonderful attributes of this county and region. Whether it has been joining the Graffiti cruise with hundreds of classic cars making their way down J Street in downtown Modesto or enjoying a dinner and glass of wine at the many fine restaurants that dot the region, I couldn't be prouder to be part of this great community. As the CEO of a major medical center, I have seen firsthand the passionate caring response of our health care workers and first responders to a global pandemic, taking little thought for themselves as they devote their time and energy to respond to a major health crisis. Some of my proudest moments have also come in witnessing the support these brave workers have received from across every segment of our community. This is a special region full of caring, committed people.

Throughout my career I have had the opportunity to work alongside others to improve the economic landscape and quality of life of the communities in which I have lived and served. One thing that became crystal clear when I came here was how easy it was to get involved in making a difference, and how welcome I felt. Having served on the board of directors of Opportunity Stanislaus for three years now, it is so inspiring to see the private sector joining the public sector to initiate positive change and increase opportunities for a better life for all our people.

Now we are embarking on a new five-year plan to take our work to a new level, collaborating with others around the region, the state, and the country to attract higher-paying jobs, to build new community assets to improve our quality of life, and to develop even more opportunities for our residents to learn quality skills in demand by current and future employers across our region. Through the Opportunity Stanislaus Next Level Together plan, we will build upon the momentum of the past five years, achieve even higher results, and bring this vision to fruition. Please join with me in supporting the important work of Opportunity Stanislaus. Getting to the **Next Level Together** means greater opportunity for all members of our community and a better quality of life for all.



From left to right: Gino Patrizio, Warren Kirk, Dennis Roberts, Chris Lehkainen, Dave White, Raul Mendez, Kathryn Davis, Clive Grimbleby, Dan Leonard, Tyler Richardson, Susan Hensley, Paul Van Konynenburg, Jim Vieira, Sue Zwahlen, Dillon Olvera.

## Message from your Campaign Leadership

As the Leadership Council for the *Opportunity Stanislaus* — *Next Level Together* campaign, we collectively endorse this plan as the right focus for Opportunity Stanislaus for the next five years. We are pleased that Opportunity Stanislaus will continue to grow VOLT Institute as a primary employee training asset in our region. We look forward to the new high-paying jobs and cutting-edge companies that will come here as part of our economic vitality initiative. We commit to support new cultural, educational, and recreational assets


which will help us attract and retain talent. We are excited to see the continued focus on local business, especially helping small businesses scale and succeed! We endorse the new focus on supporting key policy proposals that will help our communities, county and region grow. And we are happy that Opportunity Stanislaus will continue to address the talent development needs of our local businesses.

We pledge to work with both the public and private sectors of this great region to improve our economy and quality of life. We will do that inclusively, making sure that nobody is left behind. We are after all “Opportunity Stanislaus” and that means opportunity for all.

OPPORTUNITY *Stanislaus*

**NEXT  
LEVEL**

**TOGETHER**



# EXPAND VOLT Institute

# 1

## Mission

Train high-quality candidates to enter the workforce primarily in the manufacturing sector, with skills that are in demand by industries in the Northern San Joaquin Valley region. Our motto is “By Business, For Business, At the Speed of Business.”

## Objectives

- Lead physical expansion of VOLT Institute to include the addition of a comprehensive, nationally-accredited, NIMS 9 Duty Area Maintenance Program. Include an advanced manufacturing Mechatronics program and an entry-level Certified Production Technician program certified by MSSC.
- Partner with SCOE to start a Career Inspiration Center to educate junior high and high school students throughout the county about the robust vocational careers available in our community. This includes a focus on both of VOLT’s key industries: manufacturing and agriculture.
- Lead VOLT ON THE GO: A program that takes the key mechanical and electrical training programs and makes them mobile, allowing VOLT to better service companies in rural or remote areas of the San Joaquin Valley.

“VOLT Institute has been part of our employee skills development program since its inception in 2017. As we continue to grow and add new types of machinery, supporting our maintenance team with training and education is mission critical. We look forward to the new offerings that VOLT is bringing online in the future and are proud to partner with Opportunity Stanislaus for the betterment of our entire community.”

— Trent Mayol, President,  
Pacific Southwest Container



- Expand VOLT micro-trainings and boot camps to allow for training growth that services a broader array of industries. Key training content will focus on executive leadership, front line management, agile project management, advanced PLC training, and more.
- Support VOLT-mirrored trainings for other industries to support the talent development of all our existing and emerging industries in the Northern San Joaquin Valley.

## Expected Outcomes

- Training and placement of at least 400 people over the next five years in our key manufacturing programs such as Maintenance, Mechatronics, Production Technician, and Wine Cellar Operations.
- Launch VOLT ON THE GO program, which provides a mobile mechanical and electrical training application for our key hands-on training. Service a minimum of 25 “remote” companies through this program - remote being defined as companies located more than 15 miles away from downtown Modesto. This expansion of VOLT capabilities will enable companies and employees from more rural locations to be trained onsite.
- Upskill an additional 500 existing workers in key areas such as executive leadership, general management, and project management by 2026.
- Partner with SCOE to launch, fill, and operate a brick-and-mortar center that 6th-12th grade students from across the county can get visual and hands-on opportunities to learn about the vocational careers available in manufacturing, agriculture, health, and technology by the end of 2022.
- Attend and actively participate in regional educational

planning meetings that facilitate the growth of other industry-led training programs. New training programs in medical, software technology, and FIOSS construction are anticipated over the next five years. VOLT’s role will be to advocate for the model to be led by industry.

“As a major employer based in Merced County, we are excited to see the expansion and regional growth of VOLT Institute. The plan to offer mobile training programs in the future will have a significant impact on our ability to train and develop the talent we need for our business to thrive.”

— James Sherwood, The Morning Star Packing Company





# LEAD Business- Driven Talent Development

## 2

### Mission

Enhance the skills of the existing regional workforce while simultaneously elevating recruitment practices to improve hiring and retention outcomes at local businesses.

### Objectives

- Expand the HR Concierge Service, which provides recruiting assistance and human resources training opportunities exclusively for Opportunity Stanislaus investors. Extended services will include partnership with our staffing agency investors to capitalize on their expertise and resources.
- Launch Rising Tides, a training program that focuses on Human Resources best practices and fundamentals to ensure better hiring and retention outcomes for the region.
- Spearhead a soft skills academy for incumbents and members of the workforce resulting in a talent pool that is professional and knowledgeable in areas such as communication, employee expectations, and workplace etiquette.
- Create a customer service academy for front-line workers so that participants can learn best practices for service and better understand the

“Valley First Credit Union started in Stanislaus County with the express purpose of improving financial outcomes for our communities and over seven decades later our commitment to service and prosperity remain strong. We believe in the people of the San Joaquin Valley, and our partnership with Opportunity Stanislaus is one of many ways we work to give back. Through programs that strengthen our workforce and regional assets, together we will bolster the quality of life for those who call this area home.”

— Kathryn Davis, President and CEO,  
Valley First Credit Union





importance of their role in economic vitality, hospitality and tourism.

- Continue to drive work around sector strategies so that local youth and entry-level employees better understand the opportunities for careers in the region and the strategic steps toward progression in their jobs.
- Become known as a community that embraces the elevation of hiring outcomes for veterans through strategic partnership with business and local government.
- Grow education around the importance of employee engagement in retention outcomes by creating and disseminating research and highlighting the opportunity for participation in Best Places to Work: Central Valley.

## Expected Outcomes

- Through our HR Concierge Service conduct 75 -100 employee recruitments for Opportunity Stanislaus investors to support their growth and expansion plans every year beginning in 2022, while capitalizing on the capabilities and potential inherent to working with investors in the staffing industry.
- Train 100 local Human Resources representatives in HR fundamentals including best practices for recruiting, hiring, onboarding and retention beginning in 2022 and continuing, contingent on secured funding.
- Enroll 100 participants - incumbents, students and members of the general public - in a soft skills academy, resulting in measureable improvement in efficiency and professionalism at local companies by 2026 and continue training indefinitely with secured funding.
- Partner with local tourism and hospitality interests to create and promote an online customer service

academy that will train 200 regional workers annually beginning in 2023.

- Create a program that seeks to promote the hiring of veterans in at least 25 local companies which will result in special consideration (from guaranteed interviewing to hiring) of 100 veteran applicants by 2026.
- By 2026 Opportunity Stanislaus will show a 25 percent increase in employee satisfaction within those companies engaged in Best Places to Work: Central Valley for two consecutive years as evidenced by annual employee survey data.



“We are in unprecedented times for overall success in workforce development. Our business community has a long history of expecting very good if not great work output from their staff. It has been found that the most successful organizations in our area understand that it is equally important that the workforce be able to expect great things from business. I believe Opportunity Stanislaus, with our forward thinking existing partners here locally, can collectively and collaboratively create the trainings and programs needed to drive our region forward. The natural results of these efforts will help so many in our community experience impressive outcomes for both employers and employees.”

— Chris J. Peterson  
Principal, AVAILABILITY  
Professional Staffing





# IMPROVE Economic Vitality in Our County

# 3

## Mission

Lead efforts to attract new companies from our target market segments, grow jobs from our current high-value businesses, and look to lead or partner in a limited number of significant projects with major payoffs to Stanislaus County, leading to increased

income levels and improved quality of life for all our citizens.

## Objectives

- Maintain a robust local business retention and expansion program focusing on companies that attract new dollars from outside the county. Our hallmark is to support local businesses first because most of the new jobs will come from local sources.
- Focus on efforts to attract companies with higher-paying jobs, especially industries that either support our current industry base or represent a new, higher-paying industry not highly represented in the county.
- Lead one “game-changing project” that will significantly add new revenue to the county, improve the county’s brand as a good place to live, work and play, and draw positive attention and interest from outside the county. A “game

“As the CEO of a major corporation based in the San Joaquin Valley, it is important for us to attract top notch performers to our company. We competitively search for talent and many are interested in our positions and opportunities, but most have options all over the country. So I am excited that Opportunity Stanislaus is focusing on attracting projects that will enhance the quality of life in our region. Having strong cultural and recreational assets will make it more attractive for prime candidates to come here.”

— Dan Huber, Chief Executive Officer, Foster Farms



changer” implies a project that would create a new paradigm in the economic vitality of the county.


- Support other community development projects that will improve the quality of life in the county and make it easier for employers to attract talent to the county. These projects (currently being determined) could come from various community and/or public-based organizations and could include but are not limited to new recreation, arts or cultural attractions, transportation initiatives, and initiatives to beautify and promote the county to the outside world.
- Support the county’s regional tourism and branding initiative by being an active partner, adding our ideas and potential resources and talents to the initiative.

## Expected Outcomes

- Attract at least 40 companies to the county by 2026 that offer jobs that pay at least 125 percent over the county average wage.
- Attract at least 20 companies from industries not currently part of the majority industry mix within the county by 2026.
- Lead and launch at least one “game-changing” project of at least \$100 million of investment by 2023. The project will be identified by 2023 with a successful decision to launch being made by 2026.
- Support at least 10 additional community development “quality of life” projects or “economic driver” projects over the course of the next five years. Supporting the project is defined by opening doors, signing letters of support, having groups make presentations to our board and investors, or providing experience and know how from our staff to the project.
- Attend meetings and act as a full participant in the

county’s regional tourism and branding initiative.

- Develop relationships of trust with all tradeable sector companies and investor companies, striving to visit at least 500 businesses per year. In these visits we will ask questions of business leaders to ascertain what opportunities, challenges and threats are posed to them. We will then report the aggregate data to policy makers at the local, county, state and federal level.



“I grew up in Modesto. I raised my children here. Now, as Mayor of Modesto, I want our children and grandchildren to have great jobs and stay here. I am so happy that Opportunity Stanislaus is committed to attracting high-paying jobs to our community and the region. The connection they have made to the Bay Area should prove very strategic in getting Bay Area companies to invest in our region.”

— Sue Zwahlen,  
Mayor of Modesto





# GROW Local Business

# 4

## Mission

Create and deliver mentoring and programming resulting in continuous improvement and innovation of small businesses in Stanislaus County by providing expert, no-cost business advising, low-cost workshops and small business trainings.

## Objectives

Responding to surveys, companies/organizations in Stanislaus County/Northern San Joaquin Valley responded that new business start-ups and growth and retention of existing businesses of all sizes is “extremely or very important”. The following objectives have been developed based on that input:

- Focus on underserved constituents by increasing business ownership among minority groups throughout Stanislaus and Tuolumne Counties.
- Identify and help establish businesses to expand within and beyond our region.
- Expand our outreach services to businesses in rural areas, providing access to training, business counseling and research capabilities.
- Increase networking opportunities among all stakeholders, understanding that connectivity creates growth.

“Opportunity Stanislaus provides the right tools and resources to help small businesses throughout our community. They’ve made a great difference to our growing business.”

— Karina Ramirez, Co-owner/Founder,  
Memo’s Cocina & Tequila Bar



- Opportunity Stanislaus will become known as the leading technical assistance resource for entrepreneurs.

## Expected Outcomes

- Create at least 200 new business starts and 700 new jobs through our consulting services by 2026.
- Lead an outreach campaign to attract and startup at least 75 more minority-owned businesses in Stanislaus County by 2026.
- Beginning in 2021, hold at least six annual business workshops targeting a minimum of 200 business owners.
- Host two annual business conferences focused on minority-owned businesses beginning in 2021.
- Open three business assistance satellite offices by 2024.
- Recruit at least eight additional business advisors from outlying areas of the county by 2023.
- Host/partner on four annual **Let's Talk Business** networking events beginning in 2021 in order to create a space for new and seasoned business owners to connect and share best practices.
- Collaborate with stakeholders to provide at least eight annual training opportunities beginning in 2021 that will result in 400+ small business owners being trained in financial management and small business practices.
- Create mentorship opportunities for at least 15 emerging entrepreneurs each year beginning in 2021 in partnership with regional institutions of higher learning.
- Report at least \$80 million of new revenue growth among SBDC clients over the next five years.



“Successful small businesses are essential to the growth of our community. The resources and support that Opportunity Stanislaus provide have contributed greatly to the success of our company over many years.”

— Jonathan Sciabica, CEO,  
Sciabica Family California Olive Oil





# DRIVE Public Policy & Advocacy for Stronger Business Growth

# 5

## Mission

Lead the county and region in data-driven public policy initiatives to draw attention to and influence policy decisions supporting business growth and advocating for a better business climate statewide.

“As the business community, we need to use our influence to encourage political decisions that will benefit our regional economy. I am excited that Opportunity Stanislaus is taking this up as an area of focus.”

— Jim Vieira, President at California Mill Equipment Company and P&F Metals

## Objectives

- Create a regional economic research institute with the San Joaquin Partnership to produce important economic research supporting and driving public policy decisions that will spur economic growth.
- Remain a strong partner in regional and statewide business initiatives such as the Bay Area Megaregion Alliance and the New California Coalition. The purpose of these groups is to collaborate on important topics like transportation, jobs, housing, and creating a better business climate.
- Build our ability to provide data-driven research to support business growth.
- Launch and facilitate a quarterly CEO Roundtable to drive public policy initiatives. This group of CEOs will learn about important projects and initiatives impacting the regional economic vitality. They will decide if Opportunity Stanislaus



will support, oppose, or remain neutral on these initiatives and at what scale.

- Acquire robust data analytics tools enabling us to help businesses scale, attract new businesses to the area, create strategies for diversification of our industry base, provide data support for important projects, and help our cities understand which retailers and businesses to attract based on consumer trends and behaviors.
- Lead annual business delegations to Washington DC and Sacramento to influence public policy decisions that will benefit our regional economy. These delegations will focus on the Stanislaus County/Northern San Joaquin Valley region and include public and private leadership.

## Expected Outcomes

- Taking the lead, or in partnership with other organizations, secure at least one major pro-business policy win each year starting in 2022.
- Taking the lead or in partnership with other organizations, starting in 2023 attract at least \$2 million annually from federal or state sources to support major infrastructure or economic development initiatives.
- Launch the Northern San Joaquin Valley Economic Institute in 2022.
- Continue Opportunity Stanislaus participation in the Bay Area Megaregion Alliance and the New California Coalition. Produce at least one major public policy win per year beginning in 2022 as a result of active participation in these groups.
- Purchase stronger data analytic tools beginning in 2022 providing real time consumer data. These tools will enable us to help local businesses scale, attract new business investment, and assist local retail and entertainment venues.

- Launch a CEO Roundtable in 2021 that will meet quarterly to weigh in on important public policy initiatives. The Opportunity Stanislaus Board of Directors will select the CEOs to be invited to be part of the Roundtable. Our goal will be to investigate and take positions on at least two to four key policy initiatives each year. Effectiveness of the group will be determined via an annual CEO Roundtable survey.
- Partner with local government and other business organizations to lead an annual delegation to Washington DC and Sacramento to advocate for important regional projects beginning in 2022.

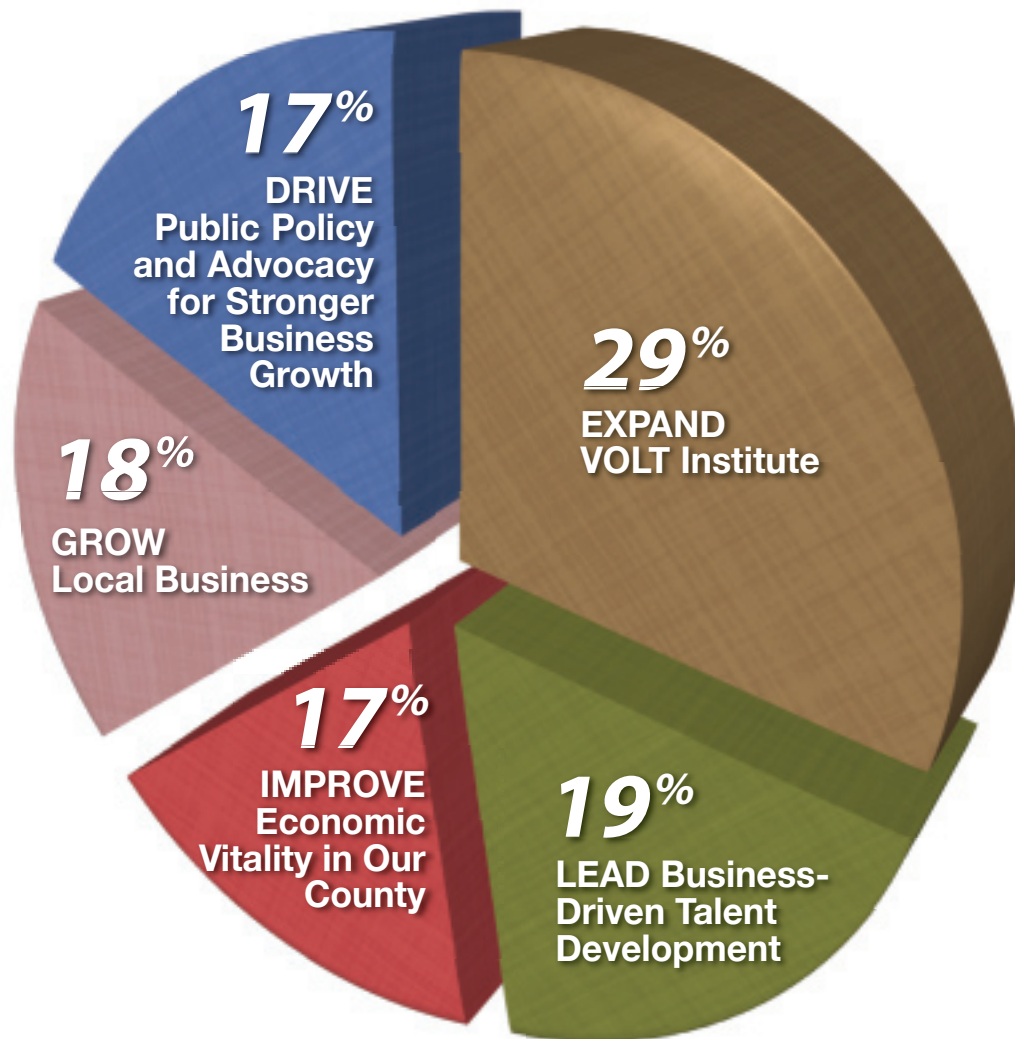
“As an elected official I am very glad that Opportunity Stanislaus will be using its influence to support important public policy decisions. I am particularly pleased to learn that we will have an Economic Research Institute in place that will produce studies designed to support important issues surrounding economic development, infrastructure, and business climate.”

— Mani Grewal, Supervisor,  
Stanislaus County Board of Supervisors,  
District 4



# Campaign Goal

How your investment dollars will be spent:



Annual Budget                    \$1,800,000  
Five-Year Budget                \$9,000,000

## ANNUAL INVESTMENT LEVELS:

Game Changer	\$50,000 +
Chairman's Circle	\$25,000 +
President's Council	\$10,000 +
Strategic Partner	\$5,000 +
Growth Partner	\$2,500 +
Community Partner	\$1,000 +





# Investor Benefits

## Game Changer: \$50,000 +

- Highest priority consideration for seat on Opportunity Stanislaus Board of Directors
- Membership in the Chairman's CEO Roundtable for your C suite level executive
- 60% discount on VOLT hard skill classes and boot camps
- Quarterly meeting with CEO to ensure your return on investment
- Prominent logo recognition and profile on OS website
- Other tailored benefits of specific interest to you will be developed as part of your ongoing "one-on-one" meetings with OS leadership
- HR Concierge with ten free recruitments per year
- Year-round complimentary research

## Chairman's Circle: \$25,000 +

- Priority consideration for seat on Opportunity Stanislaus Board of Directors
- 50% discount on VOLT hard skill classes and boot camps
- Quarterly meeting with CEO to ensure your return on investment
- Prominent logo recognition and profile on OS website
- Other tailored benefits of specific interest to you will be developed as part of your ongoing "one-on-one" meetings with OS leadership
- HR Concierge with eight free recruitments per year
- Eight research projects/year (additional research available for a fee)

## President's Council: \$10,000 +

- 40% discount on VOLT hard skill classes and boot camps
- Active engagement by Director of Investor Relations to ensure your return on investment
- Company logo and link on OS website
- HR Concierge with six free recruitments per year
- Six research projects/year (additional research available for a fee)

## Strategic Partner: \$5,000 +

- 30% discount on VOLT hard skill classes and boot camps
- Active engagement by Director of Investor Relations to ensure your return on investment
- Company logo and link on OS website
- HR Concierge with four free recruitments per year
- Four research projects/year (additional research available for a fee)

## Growth Partner: \$2,500 +

- 20% discount on VOLT hard skill classes and boot camps
- Active engagement by Director of Investor Relations to ensure your return on investment
- Company name and link on OS website
- HR Concierge with three free recruitments per year
- Three research projects/year (additional research available for a fee)

## Community Partner: \$1,000 +

- 10% discount on VOLT hard skill classes and boot camps
- Active engagement by Director of Investor Relations to ensure your return on investment
- Company name and link on OS website
- HR Concierge with two free recruitments per year
- Two research projects/year (additional research available for a fee)

# Board of Directors

## **Chairman of the Board**

### **Dillon Olvera**

President & CEO at Beard Land and Investment Co.

## **Vice Chairman**

### **Dan Leonard**

Vice President & Chief Financial Officer at Bronco Wine Company

## **Secretary**

### **Chris Lehikainen**

Vice President of Field Operations & Plant Inputs at Stanislaus Food Products

## **Treasurer**

### **Kathryn Davis**

President & CEO at Valley First Credit Union

## **Members:**

### **Hemanta Agarwala**

CEO & President of Alpha, Inc.

### **Renee Bilyeu**

Vice President of Human Resources at Hilmar Cheese

### **Oscar Cabello**

District Manager at Wells Fargo Bank

### **Chris Courtney**

President & CEO at Oak Valley Community Bank

### **Lynn Dickerson**

Former CEO of the Gallo Center for the Arts

### **Christopher Drago**

Support Service Administrator for Kaiser Permanente

### **Mary-Elizabeth Eberhardt**

VP Director of Consumer Banking at Bank of Stockton

### **Ann Endsley**

Owner of Greens on 10th & Underground Kitchen

### **Clive Grimbleby**

Principal at Grimbleby Coleman CPAs, Inc.

### **Susan Hensley**

Vice President Human Resources at E. & J. Gallo Winery

### **Joe Hollowell**

Owner of LDC Group

### **Dan Huber**

CEO at Foster Farms

### **Warren Kirk**

CEO at Doctors Medical Center

### **Kevin Lacasse**

President, Engineering and Maintenance with The Wine Group

### **Walter Mendez**

Vice President of Human Resources & Support Services for Crystal Creamery

### **David Needham**

Chief Technology Officer for Oportun

### **Gino Patrizio**

CEO at Memorial Medical Center (Sutter Health)

### **Chris Peterson**

Principal, AVAILABILITY Professional Staffing

### **Edwin Rizo**

President at Rizo Lopez Foods, Inc.

### **Brad Stegmann**

CEO at Automation Group

### **Blake Steward**

Senior Vice President - Human Resources at Pacific Southwest Container

### **Paul Van Konynenburg**

Managing Partner at Britton Konynenburg Partners

### **Jim Vieira**

President at California Mill Equipment Company & P&F Metals

*Board as of July 26, 2021*



## Professional Staff

**David White**  
Chief Executive Officer

**Katy Winders**  
Chief Financial Officer

**Monique Jackson**  
Executive Assistant

**Tyler Richardson**  
Chief Business Services Officer  
Executive Director, VOLT Institute

**April Potter**  
Director, Market Research &  
Communications

**Tim Dutter**  
Manager, Special Projects

**Raymond Cawthorne, Ph.D.**  
Director of Instruction,  
VOLT Institute

**Amber Edwards**  
Vice President,  
Talent Development

**Kim Whitcomb**  
Program Manager,  
WorkKeys

**Lin Touch**  
Talent Development Intern

**German Zavalza**  
Chief Innovation Officer  
Director, Valley Sierra SBDC

**Joseph Cordova**  
Assistant Director, Finance &  
Operations, Valley Sierra SBDC

**Maisie Silva**  
Training & Marketing Coordinator,  
Valley Sierra SBDC

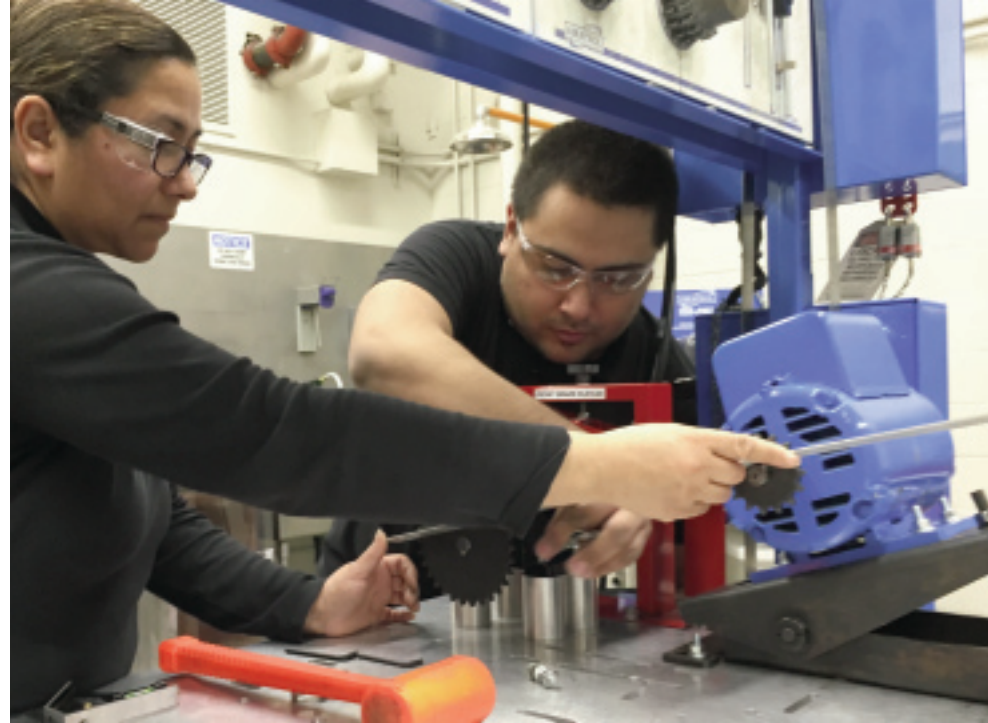
*Opportunity Stanislaus staff as of  
July 26, 2021*



1625 I Street  
Modesto, CA

(209) 422-6420  
[www.opportunitystanislaus.com](http://www.opportunitystanislaus.com)

Thank you to our  
in-kind sponsors:





**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STANISLAUS BUSINESS ALLIANCE (OPPORTUNITY STANISLAUS) AND THE CITY OF  
TURLOCK  
FOR FISCAL YEARS 2021-2022 THROUGH 2025-2026  
FOR ECONOMIC DEVELOPMENT  
AND WORKFORCE STRATEGIES**

The Stanislaus Business Alliance, hereafter referred to as Opportunity Stanislaus (OS) and the City of Turlock, (CITY) will work together on the City's proactive economic development efforts to create and preserve jobs, strengthen the City's economic base and enhance the City of Turlock's revenue base.

This Memorandum of Understanding (MOU) is to facilitate (OS) and the City of Turlock's desire to effectively communicate strategies and information with local and regional partners that will maximize their contribution toward the achievement of Turlock's economic development goals. Further, this Memorandum of Understanding establishes the parameters for a successful partnership between OS and the City of Turlock and outlines the general responsibilities to be carried out by both parties.

This MOU is intended to establish the basic tenets of a collaborative and successful working relationship between the City of Turlock and OS to create more jobs for Turlock and the region but does not impose a legal obligation on either party. OS will invoice the City each year during the period of five years covered through this MOU at the sum of \$50,000.

Together, the City of Turlock and OS will:

1. Work together to identify target sectors for joint initiatives including, but not limited to, biotechnology, agribusiness, manufacturing, clean energy, environmental sciences, and information and communication technologies;
2. Work together to identify opportunities for strategic partnerships and alliances between private sector companies in Turlock and the Stanislaus County Region;
3. Explore opportunities for joint trade promotion and joint promotional activities related to the tourism, cultural and sports sectors;
4. Examine options for co-operative activity to facilitate development of strategic partnerships/collaborations between the jurisdictions' respective inland ports, particularly as they relate to value-added and complementary services supporting their respective business communities;
5. Work together to identify and pursue a "game changer" project in Turlock that will increase city revenue and improve the city brand.

6. Work together to improve workforce skills for Turlock residents through OS programs such as VOLT Institute, the HR Concierge program, Rising Tides, and WorkKeys.
7. Examine options for co-operative activity in existing and emerging knowledge/innovation economy partnerships; and
8. Leverage collaborative efforts amongst members throughout Stanislaus County and the Region with a particular focus on trade and business development, knowledge/innovation, economy development, ag tech, life sciences, biotechnology, and information technology development.

The City of Turlock and Opportunity Stanislaus recognize the benefits of ongoing, regular contact between their respective organizations to promote economic development and job creation and identify areas in which there are opportunities for joint co-operation.

The following are general actions and activities to be undertaken by Opportunity Stanislaus and by the City of Turlock in the implementation of the Countywide Economic Development Plan and Marketing Strategy first adopted on August 12, 2020 and the Opportunity Stanislaus Strategic Plan approved on May 24, 2021.

Specifically, the Opportunity Stanislaus:

1. Will conduct economic development activities to encourage the development of new business opportunities, the attraction of new businesses and the retention and expansion of existing business within the City of Turlock;
2. Will continue with the Local Industry Program for the base sector employers in Turlock and will include a representative of the City on those business visits.
3. Will provide the City of Turlock with on-going market and economic analyses through the Northern San Joaquin Economic Institute on a variety of important business sector topics based on the City of Turlock's priorities and goals. Information will be used at the City's discretion (annual budget document, Comprehensive Economic Development Strategy, as well as other reports).
4. Will coordinate collaborative visits, recruitment trips and trade show participation for attracting target businesses, primarily from the Bay Area and Silicon Valley.
5. Will support and coordinate with the City of Turlock on workforce support efforts to help Turlock employers find the workforce resources they need from the county and state.
6. Will partner with Turlock on potential industry visits by continuing to involve the City of Turlock in prospect meetings as well as participating in Trade show exhibits.
7. Will support the City of Turlock in its applications for Economic Development Administration (EDA) grant funds as well as actively participate on the Economic Development Action Committee (EDAC) and assigned responsibilities and coordination of the update to the Comprehensive Economic Development Strategy (CEDs) and

other economic planning documents such as the San Joaquin Valley Economic Development District plan and others.

8. Will facilitate, in a transparent manner, all potential development and prospect leads as well as provide an update or status on previous leads that were circulated and responded to by the City of Turlock.
9. Will support the establishment of an effective Entrepreneurial Program at CSU Stanislaus as well as explore the feasibility of having a full time Small Business Development Center (SBDC) staff person located in Turlock to serve the Turlock business community.
10. OS quarterly progress reports shall be submitted four times a year, as set forth below, and will describe activities in business attraction, business assistance/expansion and business advocacy efforts provided by the Opportunity Stanislaus Business Resource Center, the Business Services Unit and the Small Business Development Center. These Quarterly Reports will be submitted on or before the following due dates during each year as follows:
  - Quarter #1: March
  - Quarter #2: June
  - Quarter #3: September
  - Quarter #4: January

These reports will provide ongoing, updated information to the City of Turlock relative to the progress of the aforementioned Marketing Strategy as well as the adopted OS Program of Work for Year 2021-2022. These reports will include the current focus of the campaign as well as the number and type of responses received.

Specifically, the City of Turlock:

11. Will assist in providing the necessary staff support based on the availability of staff resources and the City of Turlock's specific priorities in response to stated business needs. Further, the City will respond and actively participate in programs with existing companies or new firms interested in relocation or expansion to the Turlock area.
12. Will facilitate ease of access and assistance to all businesses with regard to zoning and permitting in compliance with the City of Turlock's adopted land use regulations and building codes and consistent with Turlock's adopted growth and land use policies and objectives.
13. Will provide current data as it relates to changes in land use issues, infrastructure upgrades, zoning, fee structures or any other jurisdictional actions which assist in meeting the stated objectives of this MOU and that impact the ability of OS to respond to stated business issues and concerns.
14. Will interact with the OS Marketing Team subject to staffing, time and monetary constraints. Participation will be at a level deemed appropriate based on any restraints as defined.

15. Will encourage elected officials to actively support business park creation, job creation opportunities, job retention and new business development.

Either party may withdraw or terminate its participation in this MOU at any time or for no reason, by providing the other party with written notice of its intent to do so.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized. Further, this MOU is consistent with the original intent of the Countywide Economic Development Plan and Marketing Strategy and the responsibilities as outlined, meets with the approval of both parties to this Memorandum of Understanding.

**Opportunity Stanislaus**

**City of Turlock**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

David White, Chief Executive Officer

Dan Madden, Acting City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_



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

<b>IN THE MATTER OF APPROPRIATING \$20,000</b>	}	<b>RESOLUTION NO. 2021-</b>
<b>TO ACCOUNT NUMBER 110-10-112.47243</b>	}	
<b>“STANISLAUS ALLIANCE” FROM FUND 110</b>	}	
<b>“GENERAL FUND” UNASSIGNED RESERVES</b>	}	
<b>TO INCREASE THE TOTAL CONTRIBUTION TO</b>	}	
<b>OPPORTUNITY STANISLAUS TO \$50,000</b>	}	
<hr style="border: 1px solid black;"/>		

**WHEREAS**, Opportunity Stanislaus, previously known as Stanislaus Business Alliance, provides economic development activities within Stanislaus County; and

**WHEREAS**, together the City of Turlock and Opportunity Stanislaus have a Memorandum of Understanding (MOU) to identify the general actions and activities each party will undertake to proactively promote economic development in Turlock, create and preserve jobs in Turlock and strengthen the City’s economic base and enhance the City of Turlock’s revenue base; and

**WHEREAS**, Opportunity Stanislaus has developed a new five-year plan and initiative called, “Opportunity Stanislaus Next Level Together”; and

**WHEREAS**, as a result of the increased services planned for the next five years Opportunity Stanislaus has requested the City increase the annual contribution from \$30,000 to \$50,000; and

**WHEREAS**, \$30,000 was budgeted in the Fiscal Year 2021-2022 budget, therefore, an additional appropriation of \$20,000 to account 110-10-112.47243 “Stanislaus Alliance” from Fund 110 “General Fund” Unassigned Reserves is needed to pay the increase.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$20,000 to account number 110-10-112.47243 “Stanislaus Alliance” from Fund 110 “General Fund” unassigned reserves for Opportunity Stanislaus.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

  
Kellie E. Weaver, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

# City Council Staff Report

## October 12, 2021



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From: James Silveira, Police Lieutenant  
Prepared by: James Silveira, Police Lieutenant  
Agendized by: Dan Madden, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the acceptance of an allocation of funds, execution of a grant agreement, and the commitments necessary to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$60,000, appropriating said funds into Fund 266 "Police Grants" Program 352 "OTS Step Grant" revenue account number 266-20-255-352.35720 and expenditure accounts 266-20-255-352.41100\_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$54,275, 266-20-255-352.47095\_014 "Training Step Grant #PT22092" in the amount of \$2,062, and 266-20-255-352.51109\_002 "Equipment – STEP Grant #PT22092" in the amount of \$3,663, for FY 2021-2022, and authorizing the City Manager to sign all documents required to apply for and accept this grant on behalf of the City of Turlock

### 2. SYNOPSIS:

Application and acceptance of Office of Traffic Safety Grant PT22092 in the amount of \$60,000.

### 3. DISCUSSION OF ISSUE:

In August 2021, the Office of Traffic Safety (OTS) notified the Turlock Police Department that it had been awarded a grant under the Selective Traffic Enforcement Program (STEP). The grant was approved in the amount not to exceed \$60,000. The grant period begins October 1, 2021 and ends September 30, 2022.

Turlock has experienced several injury vehicle and pedestrian collisions as well as six fatal collisions in 2020. While the Police Department and City Engineering continue to make strides to improve safety through design, a component of safety is enforcement of those safety regulations.

As specified in the grant application, the enforcement and education programs will specifically target the reduction of persons killed or injured in alcohol and/or primary collision factor related collisions. This will be accomplished through impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seatbelt enforcement, and special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These details will be conducted with funds obtained through this grant.

**4. BASIS FOR RECOMMENDATION:**

- A. City of Turlock policy requires City Council to approve all agreements.
- B. Staff sought funding under the OTS/STEP to reduce the number of people injured and killed as a result of alcohol involved collisions.
- C. The grant will provide for overtime costs, including benefits, for officers assigned to assist in the operations, as well as training and equipment.

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

**Fiscal Impact**

The costs incurred in carrying out the grant objectives (overtime pay and associated benefits, training, and supplies) are reimbursable under the grant. The receipt of this grant was not anticipated when the 2021-2022 fiscal year budget was prepared. Therefore, at this time, staff is also requesting the approval to appropriate the grant funds to the following revenue and expenditure accounts in Fund 266 "Police Grants" Program 352 "OTS Step Grant."

266-20-255-352.35720 – Revenue = \$60,000  
266-20-255-352.41100\_013 – Overtime = \$48,219  
266-20-255-352.42008 – Liability Insurance = \$3199  
266-20-255-352.42007 – Workers Comp = \$2158  
266-20-255-352.42010 – Medicare = \$699  
266-20-255-352.47095\_014 – Training = \$2,062  
266-20-255-352.51109\_002 – Equipment = \$3,663

**6. CITY MANAGER'S COMMENTS**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council could decline this grant, however, staff does not recommend this, as the grant will cover the cost of overtime, including benefits, as well as training and equipment, with no cost to the City.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
ACCEPTANCE OF AN ALLOCATION OF }  
FUNDS, EXECUTION OF A GRANT }  
AGREEMENT, AND THE COMMITMENTS }  
NECESSARY TO ADMINISTER THE }  
SELECTIVE TRAFFIC ENFORCEMENT }  
PROGRAM GRANT THROUGH THE }  
CALIFORNIA OFFICE OF TRAFFIC }  
SAFETY IN AN AMOUNT NOT TO EXCEED }  
\$60,000, APPROPRIATING SAID FUNDS }  
INTO FUND 266 "POLICE GRANTS" }  
PROGRAM 352 "OTS STEP GRANT" }  
REVENUE ACCOUNT NUMBER }  
266-20-255-352.35720 AND EXPENDITURE }  
ACCOUNTS 266-20-255-352.41100\_013 }  
"OVERTIME OTS STEP GRANT" WITH }  
ASSOCIATED BENEFIT ACCOUNTS FOR }  
OVERTIME IN THE AMOUNT OF \$54,275, }  
266-20-255-352.47095\_014 "TRAINING }  
STEP GRANT #PT22092" IN THE AMOUNT }  
\$2,062, AND 266-20-255-352.51109\_002 }  
"EQUIPMENT – STEP GRANT #PT22092" }  
IN THE AMOUNT OF \$3,663, FOR }  
FY 2021-2022, AND AUTHORIZING THE }  
CITY MANAGER TO SIGN ALL }  
DOCUMENTS REQUIRED TO APPLY FOR }  
AND ACCEPT THIS GRANT ON BEHALF }  
OF THE CITY OF TURLOCK }

RESOLUTION NO. 2021-

**WHEREAS**, in August 2021 the Office of Traffic Safety (OTS) notified the Turlock Police Department that it had been awarded a grant under the Selective Traffic Enforcement Program (STEP); and

**WHEREAS**, the grant was approved in the amount not to exceed \$60,000; and

**WHEREAS**, the grant period begins October 1, 2021, and ends on September 30, 2022; and

**WHEREAS**, Turlock has experienced several injury vehicle and pedestrian collisions as well as six fatal collisions in 2020; and

**WHEREAS**, the Police Department and City Engineering continue to make strides to improve safety through design, a component of safety is enforcement of those safety regulations; and

**WHEREAS**, as specified in the grant application, the enforcement and education programs will specifically target the reduction of persons killed or injured in alcohol, and/or primary collision factor related collisions; and

**WHEREAS**, this will be accomplished through impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seatbelt enforcement, and special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs; and

**WHEREAS**, these details will be conducted with funds obtained through this grant.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the acceptance of an allocation of funds, execution of a grant agreement, and the commitments necessary to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$60,000, appropriating said funds into Fund 266 "Police Grants" Program 352 "OTS Step Grant" revenue account number 266-20-255-352.35720 and expenditure accounts 266-20-255-352.41100\_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$54,275, 266-20-255-352.47095\_014 "Training Step Grant #PT22092" in the amount of \$2,062, and 266-20-255-352.51109\_002 "Equipment – STEP Grant #PT22092" in the amount of \$3,663, for FY 2021-2022, and authorizing the City Manager to sign all documents required to apply for and accept this grant on behalf of the City of Turlock.


**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

<b>1. GRANT TITLE</b> <b>Selective Traffic Enforcement Program (STEP)</b>	
<b>2. NAME OF AGENCY</b> Turlock	<b>3. Grant Period</b> From: 10/01/2021 To: 09/30/2022
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> Turlock Police Department	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$60,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>• Exhibit A – Certifications and Assurances</li> <li>• Exhibit B* – OTS Grant Program Manual</li> <li>• Exhibit C – Grant Electronic Management System (GEMS) Access</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b>  NAME: Miquel Pacheco TITLE: Police Captain EMAIL: mpacheco@turlock.ca.us PHONE: (209) 664-7372 ADDRESS: 244 N. Broadway Turlock, CA 95380   _____ (Signature)	<b>B. AUTHORIZING OFFICIAL</b>  ADDRESS: Gary Hampton Interim Chief of Police ghampton@turlock.ca.us (209) 664-5550 x 6601 244 N. Broadway Turlock, CA 95380  _____ (Signature)
_____ (Date)	_____ (Date)
<b>C. FISCAL OFFICIAL</b>  ADDRESS: Nadine Silva Senior Accountant nsilva@turlock.ca.us (209) 668-6070 244 N. Broadway Turlock, CA 95380  _____ (Signature)	<b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b>  ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  _____ (Signature)
_____ (Date)	_____ (Date)

<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. SAM INFORMATION</b>  SAM #: JDYXAB12QLG1 REGISTERED ADDRESS: 156 S. Broadway CITY: Turlock ZIP+4: 95380-5456
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<b>10. PROJECTED EXPENDITURES</b>						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-22	20.608	0521-0890-101	2021	21/21	BA/21	\$40,000.00
402PT-22	20.600	0521-0890-101	2021	21/21	BA/21	\$20,000.00
					<b>AGREEMENT TOTAL</b>	<b>\$60,000.00</b>
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					<b>\$60,000.00</b>	
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					<b>\$ 0.00</b>	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
					<b>\$60,000.00</b>	



**GRANT AGREEMENT**

Schedule A

**1. PROBLEM STATEMENT**

Over the past five years, the Turlock Police Department has seen an increase in injury crashes. In 2018 there were 311 injury crashes with 479 victims, increasing to 367 injury crashes with 575 victims in 2019. In 2018 we had just sixteen pedestrians injured and in 2019 we more than doubled the number of pedestrians injured with thirty-three. In both 2018 and 2019 there were six people killed in traffic crashes. Of those six in 2019, three were pedestrians and one was a bicyclist. With traffic on the roadways beginning to increase again and the continuing issues with vehicle vs pedestrian and fatal crashes, Turlock Police Department must dedicate necessary time in prevention of crashes.

In the ongoing effort to reduce injury crashes, as well as the continued work to decrease fatal and vehicle vs pedestrian crashes, Turlock Police Department, together with the partnership of OTS can continue to work toward these endeavors. Turlock Police Department will conduct directed enforcement details that focus on the issues such as primary crash factors and driver, passenger, pedestrian safety.

**2. PERFORMANCE MEASURES**

**A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

**B. Objectives:**

	<b>Target Number</b>
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1

<p>6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.</p>	2
<p>7. Conduct DUI Saturation Patrol operation(s).</p>	24
<p>8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.</p>	10
<p>9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.</p>	5
<p>10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.</p>	7
<p>11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.</p>	5
<p>12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.</p>	1
<p><b>3. METHOD OF PROCEDURE</b></p>	
<p><b>A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</b></p>	
<ul style="list-style-type: none"> <li>• The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.</li> <li>• All training needed to implement the program should be conducted this quarter.</li> <li>• All grant related purchases needed to implement the program should be made this quarter.</li> <li>• In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.</li> <li>• Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.</li> </ul>	
<p><u>Media Requirements</u></p>	
<ul style="list-style-type: none"> <li>• Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.</li> </ul>	
<p><b>B. Phase 2 – Program Operations (Throughout Grant Year)</b></p>	
<ul style="list-style-type: none"> <li>• The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.</li> </ul>	
<p><u>Media Requirements</u></p>	
<p>The following requirements are for all grant-related activities</p>	
<ul style="list-style-type: none"> <li>• Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a> for approval and copy your OTS coordinator. Optimum lead time would be 7</li> </ul>	

days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.

- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

## GRANT AGREEMENT

PT22092

Schedule B

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-22	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$40,000.00
402PT-22	20.600	State and Community Highway Safety	\$20,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-22	\$3,445.00	2	\$6,890.00
DUI Saturation Patrols	164AL-22	\$1,058.00	24	\$25,392.00
Benefits for 164AL OT @ 12.56%	164AL-22	\$32,282.00	1	\$4,055.00
Traffic Enforcement	402PT-22	\$664.00	10	\$6,640.00
Distracted Driving	402PT-22	\$664.00	5	\$3,320.00
Motorcycle Safety	402PT-22	\$332.00	7	\$2,324.00
Pedestrian and Bicycle Enforcement	402PT-22	\$664.00	5	\$3,320.00
Traffic Safety Education	402PT-22	\$332.00	1	\$332.00
Benefits for 402PT OT @ 12.56%	402PT-22	\$15,936.00	1	\$2,002.00
Category Sub-Total				\$54,275.00
<b>B. TRAVEL EXPENSES</b>				
In State Travel	402PT-22	\$2,062.00	1	\$2,062.00
				\$0.00
Category Sub-Total				\$2,062.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
DUI Checkpoint Supplies	164AL-22	\$1,743.00	1	\$1,743.00
PAS Device/Calibration Supplies	164AL-22	\$480.00	4	\$1,920.00
Category Sub-Total				\$3,663.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$60,000.00</b>

**GRANT AGREEMENT**

Schedule B-1

<b>BUDGET NARRATIVE</b>
<b>PERSONNEL COSTS</b>
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 164AL OT @ 12.56% - 4.476% Workers Comp, 6.634% Liability and 1.45% Medicare
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Benefits for 402PT OT @ 12.56% - 4.476% Workers Comp, 6.634% Liability and 1.45% Medicare
<b>TRAVEL EXPENSES</b>
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
<b>CONTRACTUAL SERVICES</b>
-
<b>EQUIPMENT</b>
-
<b>OTHER DIRECT COSTS</b>
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.
<b>INDIRECT COSTS</b>
-
<b>STATEMENTS/DISCLAIMERS</b>
Program Income default statement: There will be no program income generated from this grant.

Enforcement Grant Quota Disclaimer:

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,



or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

#### **POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **RESTRICTION ON STATE LOBBYING**

#### **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

#### **(applies to subrecipients as well as States)**

#### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE  
(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS**

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

<b>GRANT DETAILS</b>	
Grant Number:	PT22092
Agency Name:	Turlock Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$60,000.00
Authorizing Official:	Gary Hampton
Fiscal Official:	Nadine Silva
Grant Director:	Miquel Pacheco

**CURRENT GEMS USER(S)**

**1. Julie Burke**

Title: Senior Accountant  
Phone: (209) 668-6072  
Email: jburke@turlock.ca.us

Media Contact: No

**2. Gloria Garza**

Title: Senior Accountant  
Phone: (209) 668-6068  
Email: ggarza@turlock.ca.us

Media Contact: No

**3. David R. Hall**

Title: Sergeant  
Phone: (209) 664-7381  
Email: dhall@turlock.ca.us

Media Contact: Yes

**4. Nadine Silva**

Title: Senior Accountant  
Phone: (209) 668-6070  
Email: nsilva@turlock.ca.us

Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

<b>GEMS User 1</b>		Add as a media contact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Add/Change <input checked="" type="checkbox"/>	Remove Access <input type="checkbox"/>	
David Hall		Police Sergeant
Name		Job Title
dhall@turlock.ca.us		209-664-7381
Email address		Phone number
<b>GEMS User 2</b>		Add as a media contact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Add/Change <input checked="" type="checkbox"/>	Remove Access <input type="checkbox"/>	
Richard Fortado		Police Officer
Name		Job Title
rfortado@turlock.ca.us		209-668-5550 x6649
Email address		Phone number
<b>GEMS User 3</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>	
Name		Job Title
Email address		Phone number
<b>GEMS User 4</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>	
Name		Job Title
Email address		Phone number
<b>GEMS User 5</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>	
Name		Job Title
Email address		Phone number
Form completed by: <u>David Hall</u> <small>David Hall (Sep 8, 2021 11:10 PDT)</small>		Date: Sep 8, 2021
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.		
<u>Miguel Pacheco</u> <small>Miguel Pacheco (Sep 8, 2021 11:32 PDT)</small>		Miguel Pacheco
Signature		Name
Sep 8, 2021		Grant Director
Date		Title

# City Council Staff Report

## October 12, 2021



---

From: Steve Rodrigues, Police Lieutenant  
Prepared by: Steve Rodrigues, Police Lieutenant  
Agendized by: Dan Madden, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the retirement of Turlock Police Department Canine “Keyser” and selling the retired canine to his current handler, Officer Queray McMihelk, in the amount of one dollar (\$1.00)

### 2. SYNOPSIS:

Authorizing the retirement of Turlock Police Department Canine “Keyser” and selling the retired canine to his current handler, Officer Queray McMihelk, in the amount of one dollar (\$1.00).

### 3. DISCUSSION OF ISSUE:

Canine Keyser is a nine (9) year old, male, Belgian Malinois. Officer Queray McMihelk has been a Turlock Police Officer for approximately fourteen (14) years. He was assigned to the Canine Unit in December of 2015 and has been Keyser’s handler ever since.

It was brought to the attention of Turlock Police Department Command Staff that Canine Keyser has been dealing with a medical issue and his “drive” to work is beginning to diminish. Keyser’s handler, Officer Queray McMihelk, has requested the Turlock Police Department consider retiring Canine Keyser from the department.

This request was evaluated by the Canine Unit supervisor as well as management staff. These individuals concur with Officer Queray McMihelk’s recommendation.

### 4. BASIS FOR RECOMMENDATION:

A. Officer Queray McMihelk has been Keyser’s handler since Keyser was selected as a police canine for the Turlock Police Department. Due to this, Officer Queray McMihelk knows Keyser extremely well and can provide the Turlock Police Department with a proper recommendation on the workability of Keyser.



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

**Fiscal Impact**

None

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

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

- A. Council could decline the request to retire Canine Keyser.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
RETIREMENT OF TURLOCK POLICE CANINE }  
"KEYSER" AND SELLING THE RETIRED }  
CANINE TO HIS CURRENT HANDLER, OFFICER }  
QUERAY MCMIHELK, IN THE AMOUNT OF ONE }  
DOLLAR (\$1.00) }

---

RESOLUTION NO. 2021-

**WHEREAS**, Canine Keyser is a nine (9) year old, male, Belgian Malinois, assigned to Officer Queray McMiheik since December of 2015; and

**WHEREAS**, Canine Keyser has been dealing with a medical issue and his "drive" to work is beginning to diminish; and

**WHEREAS**, it is in the best interest of the Turlock Police Department and Canine Keyser to retire him and sell him to his current handler in the amount of one dollar (\$1.00).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the retirement of Turlock Police Canine "Keyser" and selling the retired canine to his current handler, Officer Queray McMiheik, in the amount of one dollar (\$1.00).

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

# City Council Staff Report

## October 12, 2021



---

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

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Dan Madden, Interim City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the acceptance of \$20,000 in grant funds from the San Joaquin Valley Air Pollution Control District's Public Benefit Grant, and appropriating grant funds into revenue account number 506-00-000-221.37235 "Vehicle/Equipment Replacement" for the Parks, Recreation and Public Facilities department, and approving the purchase of one (1) eTuatara all-electric vehicle from the sole source provider, Zeronox, in the amount of \$20,400, from expense account number 506-00-000-221.51020 "Equipment Replacement" for the Parks, Recreation and Public Facilities department from unassigned reserve in Fund 506

### 2. SYNOPSIS:

Accepting \$20,000 in grant funds to purchase one (1) electric utility vehicle from the sole source provider, Zeronox, and appropriating \$20,000 revenue into 506-00-000-221.37235, Vehicle/Equipment Replacement for Parks, Recreation and Public Facilities and \$20,400 expense into account number 506-00-000-221.51020, Equipment Replacement for Parks, Recreation and Public Facilities from unassigned reserve in Fund 506 in the amount of \$20,400.

### 3. DISCUSSION OF ISSUE:

The San Joaquin Valley Air Pollution Control District (SJVAPCD) provides a Public Benefits Grant Program (Program) for local agencies that are planning to replace existing vehicles or expand their fleet. The New Alternative Fuel Vehicle Purchase Program provides up to \$20,000 per vehicle to offset the cost of purchasing vehicles that run on alternative fuels. Council previously approved the purchase and acceptance of four (4) electric utility vehicles which are in use throughout various maintenance divisions in the Parks, Recreation and Public Facilities Department. The City was only able to purchase four (4) out of five (5) of the initially approved vehicles in the grant due to grant funding availability. After the new funding year, SJVACPD contacted staff to process the fifth approved electric

utility vehicle purchase with grant funds. Due to the cost of labor and material increasing over the last year, the cost of the eTuatara has gone up slightly at \$400 over the grant award of \$20,000. The utility vehicle would be 98% funded by the grant.

The electronic utility vehicle will be used at the Corporation Yard. Staff also reached out to Turlock Police Department (TPD) to see if they would be interested in a joint use at the Corporation Yard since they have regular training out there for their officers. TPD was happy to join with Parks, Recreation & Public Facilities in an effort to take full advantage of the use of the electric utility vehicle out at the Corporation Yard. TPD will be covering a separate cost of the battery and warranty as was previously purchased with the other four electric utility vehicles.

The grant will reimburse one (1) specified electric utility vehicle on a reimbursement basis. Staff is also requesting the approval of the purchase of one (1) eTuatara all-electric utility vehicle to be made through the sole source provider Zeronox pursuant to Turlock Municipal Code section 2-7-08(b)(2).

**4. BASIS FOR RECOMMENDATION:**

- A. Staff is requesting City Council's acceptance of grant funding from the San Joaquin Valley Air Pollution Control District's Public Benefit Grants Program.
- B. An appropriation from Fund 506 unallocated reserve is needed to make the initial purchase of the electric utility vehicles.

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

**Fiscal Impact:**

Appropriating \$20,400 from Fund 506 expenditure account number 506-00-000-221.51020 "Equipment Replacement"

Accepting and appropriating \$20,000 of grant funds into revenue account number 506-00-000-221.37235 "San Joaquin Valley Air Pollution Control District Grant"

The net impact to Fund 506 is \$400 based upon 98% grant reimbursement compared to the total cost.

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

Recommend Approval

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. The Council could decline the acceptance of grant funding and opt not to make the appropriation. Staff does not recommend this as both are needed to complete and receive the grant funds and purchase one (1) electric utility vehicle.

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

**IN THE MATTER OF AUTHORIZING THE  
ACCEPTANCE OF \$20,000 IN GRANT  
FUNDS FROM THE SAN JOAQUIN VALLEY AIR  
POLLUTION CONTROL DISTRICT'S PUBLIC  
BENEFIT GRANT, AND APPROPRIATING  
GRANT FUNDS INTO REVENUE ACCOUNT  
NUMBER 506-00-000-221.37235 "VEHICLE/  
EQUIPMENT REPLACEMENT" FOR THE  
PARKS, RECREATION AND PUBLIC  
FACILITIES DEPARTMENT, AND APPROVING  
THE PURCHASE OF ONE (1) ETUATARA ALL-  
ELECTRIC VEHICLE FROM THE SOLE SOURCE  
PROVIDER, ZERONOX, IN THE AMOUNT OF  
\$20,400, FROM EXPENSE ACCOUNT NUMBER  
506-00-000-221.51020 "EQUIPMENT  
REPLACEMENT" FOR THE PARKS,  
RECREATION AND PUBLIC FACILITIES  
DEPARTMENT FROM UNASSIGNED RESERVE  
IN FUND 506**

**RESOLUTION NO. 2021-**

**WHEREAS**, the San Joaquin Valley Air Pollution Control District (SJVAPCD) provides a Public Benefits Grant Program (Program) for local agencies that are planning to replace existing vehicles or expand their fleet up to \$20,000 per vehicle to offset the cost of purchasing vehicles that run on alternative fuels; and

**WHEREAS**, Council previously approved the purchase and acceptance of four (4) electric utility vehicles which are in use throughout various maintenance divisions in the Parks, Recreation and Public Facilities Department; and

**WHEREAS**, after the new funding year, SJVACPD contacted staff to process the fifth approved electric utility vehicle purchase with grant funds; and

**WHEREAS**, due to the cost of labor and material increasing over the last year, the cost of the eTuatara has gone up slightly at \$400 over the grant award of \$20,000, meaning the utility vehicle would be 98% funded by the grant; and

**WHEREAS**, the electronic utility vehicle will be used at the Corporation Yard not only by Parks, Recreation and Public Facilities, but also Turlock Police Department as they have regular training out there for their officers.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the acceptance of \$20,000 in grant funds from the San Joaquin Valley Air Pollution Control District's Public Benefit Grant, and appropriate grant funds into revenue account number 506-00-000-221.37235 "Vehicle/Equipment

Replacement” for the Parks, Recreation and Public Facilities department, and approve the purchase of one (1) eTuatara all-electric vehicle from the sole source provider, Zeronox, in the amount of \$20,400 from expense account number 506-00-000-221.51020 “Equipment Replacement” for the Parks, Recreation and Public Facilities department from unassigned reserve in Fund 506.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California



# **City Council Staff Report**

**October 12, 2021**

---

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

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Dan Madden, Acting City Manager

**1. ACTION RECOMMENDED:**

Resolution: Accepting the Turlock Downtown Property Owners Association 2020-2021 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650

**2. SYNOPSIS:**

Accepting the Turlock Downtown Property Owners Association 2020-2021 Annual Report to be filed with the City Clerk.

**3. 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 Owners 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 (Exhibit A). In addition to the annual report, there is the Direct Assessment for 2020-21 (Exhibit B) and TDPOA's Financials No. 1 – No. 8 (Exhibit C). The purpose of the annual report is to describe the organization's financial, promotional and maintenance related activities in the previous calendar year.

**4. BASIS FOR 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.



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

Fiscal Impact: None

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

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**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.

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

**IN THE MATTER OF ACCEPTING THE  
TURLOCK DOWNTOWN PROPERTY OWNERS  
ASSOCIATION 2020-2021 ANNUAL REPORT  
TO BE FILED WITH THE CITY CLERK IN  
ACCORDANCE WITH CALIFORNIA STREETS  
AND HIGHWAYS CODE SECTION 36650**

---

**RESOLUTION NO. 2021-**

**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); 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 in the previous calendar year (Exhibits A, B, and C); 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 2020-2021 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

# DOWNTOWN TURLOCK

eat. drink. shop.

## eTDPOA 2020-2021 Annual Report

**Prepared in September 2021 by Molly Amant, Executive Director**

The following report will outline the activities of the Turlock Downtown Property Owners Association during the fiscal year 2020-2021. The Association manages the affairs of the Property and Business Improvement District which covers the downtown core of Turlock. The Association is governed by a board of directors numbering between seven and eleven members. We employ a director to conduct day to day business, and we also contract outside vendors to conduct maintenance as well as special projects. We use an outside accounting firm to conduct financial transactions, prepare reports and control the finances of the association.

The current board of directors is as follows:

Michael Camara- President

Danny Mann- Vice President

Dan Tallman- Treasurer

Lori Smith

Randy Woods

Jeff Chapman

Amy Wilson

Nathan Dabulewicz

Devin Hill

Alta Fernandes

Executive Director:

Molly Amant

2020-2021 was an unprecedented year full of challenges due to the Covid-19 Pandemic. Our businesses suffered greatly during shutdowns and we were unable to put on our annual holiday events. Out of all this though came The Downtown Street Vibe which was an attempt to get people back downtown spending money and enjoying all we have to offer.

### **Policies and Contracts**

We have moved our board elections to April to more closely coincide with the fiscal year rather than a calendar year with new board members seated in time to help plan and begin the fiscal year July 1. We do not Anticipate any changes to the boundaries of the property and improvement district.

The association has worked with its maintenance contractor, Stewart Landscape, to maintain the physical appearance of downtown. We repaired several areas where tree roots had lifted sidewalk pavers and we continue to do so. The City of Turlock is instrumental in passing along information regarding hazards so we can address them quickly.

### **Partnerships with other Turlock Organizations**

The Downtown Continues to work closely with the Garden Club. The board chose to add in a semi- permanent center piece to carry through the season and cut some costs involved in planting each season.

The Downtown Banner Pole Program continues to evolve. We have offered the banner poles to organizations such as Turlock Certified Farmers Market, the Salvation Army, the American Legion of Turlock, Emanuel Medical Center, The Stanislaus County Fair, Turlock Indoor Soccer and CSI-JS who have all utilized downtown poles to promote their organizations and efforts.

The Downtown also continues a partnership with the City and the Chamber of Commerce to provide music for Downtown Turlock all along Main Street The speakers are now up and running thanks to the volunteer efforts of Downtown Board member Danny Mann of Mann Electric. We currently purchase licensing and monthly subscription for playing music from Mood Media.

TDPOA partnered with the Downtown Businesses to bring The Downtown Street Vibe. This program was highly successful and created in an effort to get people back downtown eating and enjoying all we have to offer while social distancing during the Covid-19 pandemic.

## **Financials**

Financially, the TDPOA is very sound. Our budget process is thorough and transparent and meets the mandate given by the establishment of the Downtown PBID. We continue to maintain an unrestricted reserve of approximately \$231,064.47 and a restricted reserve of \$60,000.00.

EXHIBIT B

City of Turlock - PBID #3  
Direct Assessment for 2020-21

No increase, per Molly Amant's email 8/3/20

APN		Tax Code	Sq. Ft.
043-045-016-000	9,249.44	61025	22,174
043-045-017-000	1,306.88	61025	3,133
043-045-018-000	1,459.98	61025	3,500
043-045-020-000	6,044.22	61025	14,490
061-016-003-000	2,645.02	61025	6,341
061-016-004-000	1,647.66	61025	3,950
061-016-005-000	1,535.04	61025	3,680
061-016-009-000	5,255.84	61025	12,600
061-016-018-000	2,043.94	61025	4,900
061-016-019-000	1,814.52	61025	4,350
061-016-020-000	2,508.62	61025	6,014
061-016-021-000	3,587.32	61025	8,600
061-016-022-000	2,988.32	61025	7,164
061-016-023-000	1,551.72	61025	3,720
061-016-026-000	3,450.08	61025	8,271
061-016-027-000	1,497.50	61025	3,590
061-016-028-000	3,620.70	61025	8,680
061-016-041-000	2,398.50	61025	5,750
061-016-042-000	5,820.64	61025	13,954
061-016-046-000	6,141.00	61025	14,722
061-016-047-000	3,833.42	61025	9,190
061-018-003-000	4,855.82	61025	11,641
061-018-021-000	3,518.92	61025	8,436
061-018-027-000	1,557.98	61025	3,735
061-018-029-000	926.04	61025	2,220
061-018-032-000	1,074.12	61025	2,575
061-018-039-000	4,859.56	61025	11,650
061-018-040-000	1,861.24	61025	4,462
061-018-045-000	1,606.38	61025	3,851
061-018-047-000	585.66	61025	1,404
061-018-048-000	1,652.68	61025	3,962
061-018-052-000	2,440.22	61025	5,850
061-025-007-000	3,239.44	61025	7,766
061-025-008-000	1,001.12	61025	2,400
061-025-009-000	1,458.30	61025	3,496
061-025-010-000	1,342.74	61025	3,219
061-025-011-000	2,175.34	61025	5,215
061-025-012-000	3,450.50	61025	8,272
061-025-014-000	1,107.06	61025	2,654
061-025-015-000	2,878.20	61025	6,900
061-025-016-000	3,754.18	61025	9,000
061-025-017-000	2,440.22	61025	5,850

**City of Turlock - PBID #3  
Direct Assessment for 2020-21**

No increase, per Molly Amant's email 8/3/20

APN		Tax Code	Sq. Ft.
061-025-019-000	400.44	61025	960
061-025-048-000	3,288.66	61025	7,884
061-025-051-000	4,525.86	61025	10,850
061-025-054-000	3,629.04	61025	8,700
061-025-056-000	6,653.22	61025	15,950
061-025-062-000	6,073.84	61025	14,561
061-028-019-000	1,211.36	61025	2,904
061-028-063-000	6,117.64	61025	14,666
	<u>150,086.14</u>		<u>359,806</u>

2,979,107,346,000

50

10:55 AM  
08/20/21  
Accrual Basis

**Turlock Downtown Property Owners' Association**  
**#1 - BALANCE SHEET**  
As of July 31, 2021

	Jul 31, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10010 · F&M - Checking	69,142.14
10050 · F&M - Money Market	154,181.83
<b>Total Checking/Savings</b>	223,323.97
<b>Other Current Assets</b>	
1200 · Taxes receivable - Current year	49,752.92
1201 · Taxes receivable - Prior year	11,833.16
14400 · Prepaid Expenses - Admin	915.00
<b>Total Other Current Assets</b>	62,501.08
<b>Total Current Assets</b>	285,825.05
<b>TOTAL ASSETS</b>	285,825.05
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	3,191.16
<b>Total Accounts Payable</b>	3,191.16
<b>Credit Cards</b>	
26000 · Visa 7848/1165	19.99
<b>Total Credit Cards</b>	19.99
<b>Other Current Liabilities</b>	
24000 · Payroll Liabilities	519.45
<b>Total Other Current Liabilities</b>	519.45
<b>Total Current Liabilities</b>	3,730.60
<b>Total Liabilities</b>	3,730.60
<b>Equity</b>	
31300 · Permanent Restricted	60,000.00
32000 · Unrestricted Reserve	231,064.47
Net Income	-8,970.02
<b>Total Equity</b>	282,094.45
<b>TOTAL LIABILITIES &amp; EQUITY</b>	285,825.05



Turlock Downtown Property Owners' Association  
**#2 - PROFIT & LOSS**  
July 2021

	<u>Jul 21</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
41100 · Assessment Levies	12,588.83
48000 · Interest Income	6.75
<b>Total Income</b>	<u>12,595.58</u>
<b>Gross Profit</b>	12,595.58
<b>Expense</b>	
60000 · Maintenance	
60100 · Maintenance - Regular	2,825.00
60101 · Maintenance - Special Projects	2,271.16
<b>Total 60000 · Maintenance</b>	5,096.16
60500 · City Administration Fee	3,046.00
61126 · Payroll Expenses	
61127 · Wages	3,500.00
61128 · Taxes - Payroll	267.75
<b>Total 61126 · Payroll Expenses</b>	3,767.75
61150 · Insurance Business	1,547.00
61190 · Website Maintenance	5.00
61220 · Office Supplies	18.49
62110 · Accounting Fees	920.00
62250 · Telephone and Communications	89.20
62870 · Rent Facilities	425.00
63000 · Parking Lot Maint Fund	6,651.00
<b>Total Expense</b>	<u>21,565.60</u>
<b>Net Ordinary Income</b>	<u>-8,970.02</u>
<b>Net Income</b>	<u><u>-8,970.02</u></u>

10:55 AM

## Turlock Downtown Property Owners' Association

## #3 - PROFIT &amp; LOSS BY CLASS

08/20/21

July 2021

Accrual Basis

	Admin & Maintenance	TOTAL
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
41100 · Assessment Levies	12,588.83	12,588.83
48000 · Interest Income	6.75	6.75
<b>Total Income</b>	<b>12,595.58</b>	<b>12,595.58</b>
<b>Gross Profit</b>	<b>12,595.58</b>	<b>12,595.58</b>
<b>Expense</b>		
60000 · Maintenance		
60100 · Maintenance - Regular	2,825.00	2,825.00
60101 · Maintenance - Special Projects	2,271.16	2,271.16
<b>Total 60000 · Maintenance</b>	<b>5,096.16</b>	<b>5,096.16</b>
60500 · City Administration Fee	3,046.00	3,046.00
61126 · Payroll Expenses		
61127 · Wages	3,500.00	3,500.00
61128 · Taxes - Payroll	267.75	267.75
<b>Total 61126 · Payroll Expenses</b>	<b>3,767.75</b>	<b>3,767.75</b>
61150 · Insurance Business	1,547.00	1,547.00
61190 · Website Maintenance	5.00	5.00
61220 · Office Supplies	18.49	18.49
62110 · Accounting Fees	920.00	920.00
62250 · Telephone and Communications	89.20	89.20
62870 · Rent Facilities	425.00	425.00
63000 · Parking Lot Maint Fund	6,651.00	6,651.00
<b>Total Expense</b>	<b>21,565.60</b>	<b>21,565.60</b>
<b>Net Ordinary Income</b>	<b>-8,970.02</b>	<b>-8,970.02</b>
<b>Net Income</b>	<b>-8,970.02</b>	<b>-8,970.02</b>

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08/20/21

Accrual Basis

**Turlock Downtown Property Owners' Association**  
**#4 - PROFIT & LOSS - COMPARATIVE**  
 July 2021

	Jul 21	Jul 20	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
41100 · Assessment Levies	12,588.83	12,281.83	307.00
48000 · Interest Income	6.75	8.34	-1.59
<b>Total Income</b>	<u>12,595.58</u>	<u>12,290.17</u>	<u>305.41</u>
<b>Gross Profit</b>	12,595.58	12,290.17	305.41
<b>Expense</b>			
60000 · Maintenance			
60100 · Maintenance - Regular	2,825.00	2,665.00	160.00
60101 · Maintenance - Special Projects	2,271.16	337.84	1,933.32
<b>Total 60000 · Maintenance</b>	5,096.16	3,002.84	2,093.32
60500 · City Administration Fee	3,046.00	2,972.00	74.00
61126 · Payroll Expenses			
61127 · Wages	3,500.00	3,500.00	0.00
61128 · Taxes - Payroll	267.75	267.75	0.00
<b>Total 61126 · Payroll Expenses</b>	3,767.75	3,767.75	0.00
61150 · Insurance Business	1,547.00	1,546.00	1.00
61190 · Website Maintenance	5.00	5.00	0.00
61220 · Office Supplies	18.49	420.14	-401.65
62000 · Promotion			
62001 · Promotion - Banners	0.00	925.00	-925.00
62000 · Promotion - Other	0.00	26.95	-26.95
<b>Total 62000 · Promotion</b>	0.00	951.95	-951.95
62110 · Accounting Fees	920.00	0.00	920.00
62250 · Telephone and Communications	89.20	135.60	-46.40
62870 · Rent Facilities	425.00	416.00	9.00
63000 · Parking Lot Maint Fund	6,651.00	6,489.00	162.00
<b>Total Expense</b>	<u>21,565.60</u>	<u>19,706.28</u>	<u>1,859.32</u>
<b>Net Ordinary Income</b>	<u>-8,970.02</u>	<u>-7,416.11</u>	<u>-1,553.91</u>
<b>Net Income</b>	<u><u>-8,970.02</u></u>	<u><u>-7,416.11</u></u>	<u><u>-1,553.91</u></u>

**Turlock Downtown Property Owners' Association**  
**#5 - PROFIT & LOSS BUDGET VS. ACTUAL**  
 July 2021

	Jul 21	Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
41100 · Assessment Levies	12,588.83	12,588.83	0.00
48000 · Interest Income	6.75	0.00	6.75
<b>Total Income</b>	<u>12,595.58</u>	<u>12,588.83</u>	<u>6.75</u>
<b>Gross Profit</b>	12,595.58	12,588.83	6.75
<b>Expense</b>			
60000 · Maintenance			
60100 · Maintenance - Regular	2,825.00	3,733.75	-908.75
60101 · Maintenance - Special Projects	2,271.16	2,500.00	-228.84
<b>Total 60000 · Maintenance</b>	<u>5,096.16</u>	<u>6,233.75</u>	<u>-1,137.59</u>
60500 · City Administration Fee	3,046.00	3,250.00	-204.00
61126 · Payroll Expenses			
61127 · Wages	3,500.00	3,750.00	-250.00
61128 · Taxes - Payroll	267.75	350.00	-82.25
<b>Total 61126 · Payroll Expenses</b>	<u>3,767.75</u>	<u>4,100.00</u>	<u>-332.25</u>
61150 · Insurance Business	1,547.00	1,650.00	-103.00
61190 · Website Maintenance	5.00	25.00	-20.00
61220 · Office Supplies	18.49	100.00	-81.51
62000 · Promotion			
62001 · Promotion - Banners	0.00	400.00	-400.00
62002 · Promotion - Merchant Events	0.00	166.67	-166.67
<b>Total 62000 · Promotion</b>	<u>0.00</u>	<u>566.67</u>	<u>-566.67</u>
62110 · Accounting Fees	920.00	500.00	420.00
62150 · Outside Contract Services	0.00	333.33	-333.33
62250 · Telephone and Communications	89.20	83.34	5.86
62870 · Rent Facilities	425.00	425.00	0.00
63000 · Parking Lot Maint Fund	6,651.00	7,255.00	-604.00
<b>Total Expense</b>	<u>21,565.60</u>	<u>24,522.09</u>	<u>-2,956.49</u>
<b>Net Ordinary Income</b>	<u>-8,970.02</u>	<u>-11,933.26</u>	<u>2,963.24</u>
<b>Net Income</b>	<u><u>-8,970.02</u></u>	<u><u>-11,933.26</u></u>	<u><u>2,963.24</u></u>

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08/20/21

Accrual Basis

**Turlock Downtown Property Owners' Association**  
**#6 - YTD DETAIL - PROMOTION & SPECIAL MAINTENANCE**  
July 2021

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>60000 · Maintenance</b>			
<b>60101 · Maintenance - Special Projects</b>			
07/12/2021	Stewart Property Services, Inc.	landscape labor - repair sprinkler	91.77
07/26/2021	Stewart Property Services, Inc.	landscape labor - backflow repair	1,833.13
07/26/2021	Stewart Property Services, Inc.	landscape labor - repair lateral lines/sprinkler	346.26
Total 60101 · Maintenance - Special Projects			<u>2,271.16</u>
Total 60000 · Maintenance			<u>2,271.16</u>
<b>TOTAL</b>			<b><u>2,271.16</u></b>

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08/20/21

Accrual Basis

**Turlock Downtown Property Owners' Association**  
**#7 - DETAIL GENERAL LEDGER**  
**July 2021**

Date	Name	Memo	Class	Amount	Balance
<b>41100 · Assessment Levies</b>					
07/01/2021		Accrual for annual fees per budget	Admin & Maintenance	12,588.83	12,588.83
Total 41100 · Assessment Levies				12,588.83	12,588.83
<b>48000 · Interest Income</b>					
07/31/2021		Interest	Admin & Maintenance	6.75	6.75
Total 48000 · Interest Income				6.75	6.75
<b>60000 · Maintenance</b>					
<b>60100 · Maintenance - Regular</b>					
07/23/2021	Stewart Property Services, Inc.	monthly maintenance/management - July	Admin & Maintenance	-2,825.00	-2,825.00
Total 60100 · Maintenance - Regular				-2,825.00	-2,825.00
<b>60101 · Maintenance - Special Projects</b>					
07/12/2021	Stewart Property Services, Inc.	landscape labor - repair sprinkler	Admin & Maintenance	-91.77	-91.77
07/26/2021	Stewart Property Services, Inc.	landscape labor - backflow repair	Admin & Maintenance	-1,833.13	-1,924.90
07/26/2021	Stewart Property Services, Inc.	landscape labor - repair lateral lines/spri...	Admin & Maintenance	-346.26	-2,271.16
Total 60101 · Maintenance - Special Projects				-2,271.16	-2,271.16
Total 60000 · Maintenance				-5,096.16	-5,096.16
<b>60500 · City Administration Fee</b>					
07/01/2021	City of Turlock	FYE 21-22	Admin & Maintenance	-3,046.00	-3,046.00
Total 60500 · City Administration Fee				-3,046.00	-3,046.00
<b>61126 · Payroll Expenses</b>					
<b>61127 · Wages</b>					
07/15/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	-1,750.00	-1,750.00
07/30/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	-1,750.00	-3,500.00
Total 61127 · Wages				-3,500.00	-3,500.00
<b>61128 · Taxes - Payroll</b>					
07/15/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	0.00	0.00
07/15/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	-108.50	-108.50
07/15/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	-25.38	-133.88
07/15/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	0.00	-133.88
07/15/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	0.00	-133.88
07/30/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	0.00	-133.88
07/30/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	-108.50	-242.38
07/30/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	-25.37	-267.75
07/30/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	0.00	-267.75
07/30/2021	Molly A. Amant	Direct Deposit	Admin & Maintenance	0.00	-267.75
Total 61128 · Taxes - Payroll				-267.75	-267.75
Total 61126 · Payroll Expenses				-3,767.75	-3,767.75
<b>61150 · Insurance Business</b>					
07/01/2021	Great American Ins Group	1/2 package renewal (premium) 06/24/2...	Admin & Maintenance	-1,547.00	-1,547.00
Total 61150 · Insurance Business				-1,547.00	-1,547.00
<b>61190 · Website Maintenance</b>					
07/15/2021	Home.com	invoice site fee	Admin & Maintenance	-5.00	-5.00
Total 61190 · Website Maintenance				-5.00	-5.00
<b>61220 · Office Supplies</b>					
07/14/2021	QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	Admin & Maintenance	-1.75	-1.75
07/15/2021	Zoom.com	subscription	Admin & Maintenance	-14.99	-16.74
07/29/2021	QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	Admin & Maintenance	-1.75	-18.49
Total 61220 · Office Supplies				-18.49	-18.49
<b>62110 · Accounting Fees</b>					
07/31/2021	Wahl, Willemse & Wilson, LLP	semi monthly payroll- June & July	Admin & Maintenance	-160.00	-160.00
07/31/2021	Wahl, Willemse & Wilson, LLP	June & July bills & deposits, financials	Admin & Maintenance	-500.00	-660.00
07/31/2021	Wahl, Willemse & Wilson, LLP	1Q payroll reports	Admin & Maintenance	-260.00	-920.00
Total 62110 · Accounting Fees				-920.00	-920.00
<b>62250 · Telephone and Communications</b>					
07/01/2021	Turlock Chamber of Commerce	rent	Admin & Maintenance	-25.00	-25.00
07/19/2021	AT&T	U-verse internet	Admin & Maintenance	-64.20	-89.20
Total 62250 · Telephone and Communications				-89.20	-89.20

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08/20/21

Accrual Basis

**Turlock Downtown Property Owners' Association**  
**#7 - DETAIL GENERAL LEDGER**  
 July 2021

Date	Name	Memo	Class	Amount	Balance
<b>62870 · Rent Facilities</b>					
07/01/2021	Turlock Chamber of Commerce	rent	Admin & Maintenance	-425.00	-425.00
Total 62870 · Rent Facilities				-425.00	-425.00
<b>63000 · Parking Lot Maint Fund</b>					
07/01/2021	City of Turlock	annual parking lot fund payment	Admin & Maintenance	-6,651.00	-6,651.00
Total 63000 · Parking Lot Maint Fund				-6,651.00	-6,651.00
<b>TOTAL</b>				<b>-8,970.02</b>	<b>-8,970.02</b>

# City Council Staff Report

## October 12, 2021



---

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

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities Manager

Agendized by: Dan Madden, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving the submission of a grant application for the American Rescue Plan Act (ARPA) funding, accepting the ARPA Airport Grant in the amount of \$32,000, appropriating the grant funds to account number 401-10-125.34308 (Airport Administration, Airport - FAA ARPA Airport Grant Revenue), and authorizing the City Manager to sign and execute all documents related to the grant

### 2. SYNOPSIS:

Approving the submission of a grant application for the ARPA Airport Grant, accepting the ARPA Airport Grant in the amount of \$32,000, appropriating the grant funds, and authorizing the City Manager to sign and execute all documents related to the ARPA Airport Grant.

### 3. DISCUSSION OF ISSUE:

The American Rescue Plan Act (ARPA) Grant signed into law by the President on March 11, 2021 (Public Law 117-2), includes \$8 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic. Additionally, the ARPA Act provides new funds distributed by various formulas for all airports that are part of the national airport system. This includes all commercial service airports, all reliever airports, and some public-owned general aviation airports.

\$8 billion is available to general aviation airports like Turlock Municipal Airport (\$32,000) for any purpose for which airport revenues may be lawfully used. These funds are allocated based on the categories published in the most current National Plan of Integrated Airport Systems (NPIAS), reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand dollars. The ARPA funds cover 100% of eligible airport operating and maintenance costs without a local match.



**4, BASIS FOR RECOMMENDATION:**

- A. Staff is requesting that City Council approve the submission of grant funding from the ARPA grant for the purpose of covering eligible airport expenses over the next four years.

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

**Fiscal Impact:**

Appropriating \$32,000 of ARPA grant funds to account number 401-10-125.34308 (Airport Administration, Airport - FAA ARPA Airport Grant Revenue)

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

Recommend Approval

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. The Council could deny staff's request to seek funding from the ARPA Airport Grant, but staff does not recommend this alternative as there is no match required and no general fund subsidy for the airport.

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

**IN THE MATTER OF APPROVING THE  
SUBMISSION OF A GRANT APPLICATION  
FOR THE AMERICAN RESCUE PLAN ACT  
(ARPA) FUNDING, ACCEPTING THE ARPA  
AIRPORT GRANT IN THE AMOUNT OF \$32,000,  
APPROPRIATING THE GRANT FUNDS TO  
ACCOUNT NUMBER 401-10-125.34308 (AIRPORT  
ADMINISTRATION, AIRPORT - FAA  
ARPA AIRPORT GRANT REVENUE), AND  
AUTHORIZING THE CITY MANAGER TO SIGN  
AND EXECUTE ALL DOCUMENTS RELATED  
TO THE GRANT**

---

**RESOLUTION NO. 2021-**

**WHEREAS**, the American Rescue Plan Act (ARPA) Airport Grant was signed into law by the President on March 11, 2021 (Public Law 117-2), includes \$8 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic, and

**WHEREAS**, the ARPA Airport Grant provides new funds distributed by various formulas for all airports that are part of the national airport system. This includes all commercial service airports, all reliever airports, and some public-owned general aviation airports; and

**WHEREAS**, \$8 billion is available to general aviation airports like Turlock Municipal Airport (\$32,000) for any purpose for which airport revenues may be lawfully used.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the submission of a grant application for the ARPA Airport Grant, accept the ARPA Airport Grant in the amount of \$32,000, appropriate the grant funds to account number 401-10-125.34308 (Airport Administration, Airport - FAA ARPA Airport Grant Revenue) , and authorize the City Manager to sign and execute all documents related to the grant.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Kellie E. Weaver, Interim City Clerk  
City of Turlock, County of  
Stanislaus, State of California

# **City Council Staff Report**

## **October 12, 2021**



---

From: Dan Madden, Municipal Services Director

Prepared by: Gracie Singh, Customer Service Supervisor

Agendized by: Dan Madden, Acting City Manager

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

Motion: Awarding RFB No. 21-026 and approving an Agreement between the City of Turlock and ABS Direct, Inc. for Laser Printing and Mailing Services of Utility Billing, Business License Renewals, and Delinquent Notices for the Municipal Services Department, Finance Division, for a period of twenty-four (24) months, with an option to extend agreement for three (3) additional one-year terms, for a total not-to-exceed amount of \$280,000 over the 2-year term of the agreement

### **2. SYNOPSIS:**

Approving an Agreement with ABS Direct, Inc. for Laser Printing and Mailing Services of Utility Billing, Business License Renewals, and Delinquent Notices for the Municipal Services Department, Finance Division.

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

Staff is recommending an authorization to award a Contract with ABS Direct, Inc., the lowest responsible bidder meeting all specifications. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09(c)(5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

The Purchaser Office solicited formal bids for laser printing and mailing services of utility billing, business license renewals, and delinquent notices on Request for Bid No. 21-026 by publishing the formal bid notice in the local newspaper, the City's website, and at the City Hall bulletin board and contacting potential bidders by fax or email. Six (6) vendors were solicited and no local vendors within the City limits submitted a bid. Two (2) vendors submitted bids.

ABS Direct, Inc. is a family owned business located in Stanislaus County. ABS is one of the premier Direct Mail Communication companies in Northern California and has been producing utility billing statements for over 30 years. Having worked with many city and county entities, they are well versed in all aspects of data handling, printing, processing, deadlines and delivery of government documents. They have been assisting businesses with their mailing needs for over thirty-eight years. ABS Direct, Inc. currently employs thirty-two individuals and many of these employees have been with the company for over twenty years. ABS currently provides presorting services for the City of Turlock and has a courier in Turlock on a daily basis, making it very easy for City of Turlock to see live proofs or arrange pickups/delivery of material. ABS is familiar with the City of Turlock, as they previously produced the City's utility bills for many years.

**4. BASIS FOR RECOMMENDATION:**

- A. The current agreement for laser printing and mailing services expires September 30, 2021.
- B. The lowest responsible bidder of the RFB can provide laser printing and mailing services at a lower cost than performing these services in-house.

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

Currently budgeted and distributed equally between the following budget accounts:

110-10-106.44015_003	Utility Billing Forms-Finance
410-51-530.44015_003	Utility Billing Forms-WQC
420-52-550.44015_003	Utility Billing Forms-Water
110-10-106.44015_002	Utility Billing Postage-Finance
410-51-530.44015_002	Utility Billing Postage-WQC
420-52-550.44015_002	Utility Billing Postage-Water
110-10-106.44020	Forms-Finance
110-10-106.44040_000	Postage General-Finance

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

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Do not approve the agreement. This alternative is not recommended as the City does not have the staff or the resources to perform these specialized services.



**AGREEMENT BETWEEN THE CITY OF TURLOCK  
and  
ABS DIRECT, INC.  
for  
LASER PRINTING AND MAILING SERVICES OF UTILITY BILLING, BUSINESS  
LICENSES RENEWALS AND DELINQUENT NOTICES**

---

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

**RECITALS**

**A.** City seeks to hire an independent contractor to perform professional services to assist City with printing and mailing services (the “Project”).

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

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

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

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

## AGREEMENT

**1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 50 of this Agreement, Sections 1 through 50 shall prevail.

**2. Term.** The term of this Agreement shall be two (2) years and will commence on the Effective Date and terminate on the 1<sup>st</sup> day of November, 2023 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

**3. Extension of Agreement.** City may elect to extend this Agreement for three (3) additional one-year (1) terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

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

**5. Work.**

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

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

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

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the

Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

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

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

## **6. Compensation.**

**6.1. Amount, Time and Manner of Payment for Professional Services.** City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. Compensation is based upon the Pricing Schedule of Bid No. 21-026, Exhibit "A", throughout the contract term based on the type of services provided.

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

**6.3. Invoices.** Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

**8. Performance by Qualified Personnel; No Subcontracting.** Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall,

on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

**9.** During the performance of this Agreement third-party persons will be excluded by the Professional from performing any of the services to be performed by the Professional.

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

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

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

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

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

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



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

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

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

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

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

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters

pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

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

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

**15. 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.

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

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

arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

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

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

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

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

**18. Termination of Work by City for Its Convenience.** City shall have the right to terminate this Agreement at any time without cause for its convenience by giving a thirty (30) day notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services effective as of date given in notice as required in this Agreement. If City terminates this Agreement:

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

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this

Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**23.4 Commercial Automobile Liability.** Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

**23.5 Cyber Liability** Coverage with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of \$4,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

**23.6 Waiver of Subrogation.** With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in

favor of City for all work performed by Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that **may** be necessary to affect this waiver of subrogation.

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

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

**26. 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.

**27. Independent Contractor.** At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional

performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

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

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

**30. 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: Municipal Services Director**  
**156 S. Broadway, Suite 270**  
**Turlock, CA 95380-5461**

With courtesy copies to: **Petrulakis Law & Advocacy, APC**  
**Attn: George A. Petrulakis, Interim City Attorney**  
**P.O. Box 92**  
**Modesto, California 95380**

If to Professional: **ABS Direct, Inc.**  
**Attn: Pamela J. Bizzin, Operation Manager/Field**  
**Supervisor**  
**4724 Enterprise Way**  
**Modesto, CA 95356**

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

**Gracie Singh, Customer Service Supervisor**  
**Municipal Services Department Finance Division Accounts Receivable**  
**156 S. Broadway, Suite 114**  
**Turlock, California 95380-5456**



**Telephone: (209) 668-5570**  
**E-mail: GSingh@turlock.ca.us**

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

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

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

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

**40. 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.

**41. 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.

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

**43. 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.

**44. 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.

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

**46. 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.

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

**48. 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.

**49. 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.

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

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

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

**PROFESSIONAL**

**ABS Direct, Inc.**

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

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

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

Date \_\_\_\_\_

**CITY**

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

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

Dan Madden, Acting City Manager

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

APPROVED AS TO FORM:

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

George A. Petrulakis, City Attorney

ATTEST:

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

Kellie Weaver, Interim City Clerk

**PRICING SCHEDULE BID NO. 21-026  
REQUEST FOR BID AND SPECIFICATIONS  
STATEMENT PRINTING**

<b>STATEMENT PRINTING</b>			
<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price Printing</b>
			<b>Preprinted Forms .PDF File Transer</b>
<b>A.</b>	Utility Bill Front Page	Each	\$ 0.079
<b>B.</b>	Utility Bill Back Page	Each	\$ 0.02
<b>C.</b>	Utility Bill Delinquent Notice Front Page	Each	\$ 0.079
<b>D.</b>	Utility Bill Delinquent Notice Back Page	Each	\$ 0.02
<b>E.</b>	Business License Renewal Front Page	Each	\$ 0.079
<b>F.</b>	Business License Renewal Back Page	Each	\$ 0.02
<b>G.</b>	Business License Renewal Delinquent Notice	Each	\$ 0.079
<b>ENVELOPES</b>			
<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price Printing</b>
<b>H.</b>	#10 White Window Envelopes for Utility Bills	2,500	\$ 0.029
		5,000	\$ 0.029
<b>I.</b>	#10 White Non-Window Envelopes	2,500	\$ 0.037
		5,000	\$ 0.037
<b>J.</b>	#9 Gray Envelopes Utility Bill Return Envelope	2,500	\$ 0.0325
		5,000	\$ 0.0325
<b>K.</b>	#9 Green Envelopes Business License Return Envelopes	2,500	\$ 0.04
		5,000	\$ 0.04

**PRICING SCHEDULE BID NO. 21-026  
REQUEST FOR BID AND SPECIFICATIONS  
STATEMENT PRINTING**

<b>STATEMENT PRINTING</b>			
<b>Optional: The below item will be for optional preprinted perforated forms to be supplied to the City of Turlock on an as needed basis</b>			
<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price Printing</b>
<b>B.</b>	Utility Bill Back Page Only	Each	\$ 0.035

**REQUEST FOR BID AND SPECIFICATIONS NO. 21-026  
LASER PRINTING AND MAILING SERVICES  
OF UTILITY BILLING, BUSINESS LICENSE RENEWALS AND  
DELINQUENT NOTICES  
EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**Exceptions, Clarifications, Amendments**

List requests for bid clarifications and exceptions below, if any. Sign and submit with your bid response.

Attachment	Reference to:		Description
	Page No.	Paragraph No.	
EXHIBIT "G"			Price will be extended to San Joaquin Purchasing Group as long as services match parameters contained in RFB 21-026
SCHEDULE "A"	PRICING		Printing prices include folding, inserting (3), and mailing. Additional inserts (over 3) are an additional .01 to insert.
SCHEDULE "A"	PRICING		ABS can print additional inserts that may need to go into statement package. Price would be based on print specifications
SCHEDULE "A"	PRICING		Tax is charged on Statement Printing and Materials. Current rate is 7.875 and would be listed as a separate line item
SCHEDULE "A"			Remove #9 envelope on Auto Pay Customers – no additional charge
COURIER SERVICE			Delivery/pick-up of material or samples from or to the City of Turlock can be done with no additional charge. We can also pick-up and deliver palletized material (price based on number of pallets).

**Bidder's Company Name:** *ABS Direct, Inc.*

WORK PLAN  
FOR  
THE CITY OF TURLOCK

Proposed Vendor: ABS Direct, Inc.

Services Requested: Laser Printing and Mailing Services

**Municipal Services Statements, Delinquent Notices & Shutoff Notices**

ABS will provide the City of Turlock with access to a secure .ftp site where they can upload their statement files. An email notification will be generated that notifies ABS that the files have been put into a folder that can only be accessed by The City of Turlock and the assigned ABS Print Technician (Jason Fong). Once the Print Technician has downloaded the file into the ABS secure print environment – the assigned Project Coordinator for The City of Turlock (Monica Vaughn) will be notified and she will generate a work order for the print file. The work order contains detailed information of the processing steps and any special instructions required for each type of notice that may be received. Layout/mapping of raw data will be done at no charge

**Print Department:**

- Will process files and review for accuracy. Statements will then be generated and printed on appropriate pre-printed form.
- Will review printed copies for accuracy of all information, comparing it to original file to make sure all data imported correctly
- Will generate .pdf proofs and make them accessible for client review through the ABS Client Portal for City of Turlock staff
- Will, upon approval from the City of Turlock Staff, proceed to print production of statement files
- Will provide the Project Coordinator with a printed proof for review and sign off
- Will monitor print quality throughout the print process
- Will que MIS system when print production is finished and statements have moved to inserting department
- Will move file to archive folder and shred any spoilage
- Provide the City of Turlock with a return file of .pdf images for use in their system (if required)
- Provide the Project Coordinator with any “Return Files” that the City of Turlock may have requested

**Inserting/Finishing Department:**

- Will receive printed material and pull required material for inserting process
- Will que MIS system that inserting process has started
- Will provide Project Coordinator with beginning run samples for quality and accuracy of inserts prior to proceeding with full job
- Will inspect pieces as they are inserted to make sure addresses are clearly visible and envelope is sealed properly.

Will place completed mail pieces in appropriate mail trays according to USPS automated mail requirements Work Plan (Cont.)

Page Two – Work Plan  
ABS DIRECT, INC

- Will, upon completion of the project, verify that insert counts match print counts
- Will return any spoilage that may have occurred to the Print Technician for reprints
- Will place reprints into project to complete (Print Technician will shred spoilage)
- Will return all unused envelopes and insert material to inventory
- Will que MIS system that inserting has finished and move material to shipping department

Shipping Department

- Will inspect all material and match it to postal paperwork that was generated during the Printing Process
- Will upload Support Documents to the United States Postal Service through the Seamless System and move project to ABS Transportation for delivery to the main postal hub for the Central Valley located in West Sacramento.
- Will que MIS system that project has been completed and delivered to USPS
- Will close work order and submit all support documents to Accounting

Presort

- If ABS is given .pdf files, barcoding cannot be done during the printing process. In order to still achieve the greatest postage discount for the City of Turlock, after completion of inserting the mailing will be transferred to our Presort Department. The envelopes will be barcoded, sorted and entered at the West Sacramento Bulk Mail Unit which services the Central Valley. This speeds up the delivery of your mail and affords the lowest possible postage rate on automated mail.

Customer Service/Project Coordinator

- Will monitor the project throughout the ABS work process
- Will sign off on all stages of the project
- Will alert the client of any delays, concerns or issues
- Will make sure that any materials that need to be delivered back to the City of Turlock are given to the ABS Turlock Route Driver. The driver is in Turlock daily between approximately 12:00 noon and 2:00
- Will monitor client supplies and make sure that all materials are logged into the system where the client can also monitor usage and time lines
- Will review the completed work order for accuracy
- Will review the ABS Accounting Statement to the City of Turlock to make sure it reflects contract pricing

Process to be completed within 24 hours - depending on file receipt time and file size. If file cannot be processed within 24 hour time frame, the City of Turlock will be notified.

As a final QC Step – data file will be removed from print que and archived so possibility of re-using a file is eliminated. All files are dated for easy recall and will be retained for a period of time as determined by the City of Turlock.

**BL Renewals and BL Delinquents** will be processed in the same manner. They require different forms which are all clearly identified within the ABS System and The City of Turlock is always provided with sample copies for review prior to the start of printing.



# City Council Staff Report

## October 12, 2021



---

From: Julie Burke, Interim Finance Director  
Prepared by: Julie Burke, Interim Finance Director  
Agendized by: Dan Madden, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: Appropriating \$1,875 to account number 240-00-000-203.51005\_001 "Communications Equipment Funded by PEG Fees" from Fund 240 "Small Equipment Replacement-Cable Franchise PEG Fee" unassigned reserves for computer equipment for the Yosemite Room Council Chambers

### 2. SYNOPSIS:

Appropriating \$1,875 for the purchase of a monitor and a laptop for the Yosemite Room Council Chambers.

### 3. DISCUSSION OF ISSUE:

On January 1, 2007, the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA") went into effect, and subsequently, the City granted a cable franchise to Charter Communications to provide for Public, Educational, and Governmental ("PEG") access channel facilities for the City. California Public Utilities Code section 5870(n), which was enacted as part of DIVCA, granted the City the option to adopt an ordinance establishing a fee on state-franchised video service providers to support PEG access channel activities.

On September 25, 2007 the City added Article 17 to Chapter 3-8 of the Turlock Municipal Code ("TMC") which authorized the collection of a 5% franchise fee and a 1% PEG fee from holders of state video franchises among other things.

PEG Fees provides the ability for the City to broadcast live Council meetings and other community events. PEG fees also ensure funding for public, educational, and governmental channels that provide critical emergency and other public safety-related information.

Staff is requesting an appropriation of funds for the purchase of a monitor and a laptop to be used in the Yosemite Room Council Chambers where City Council meetings are broadcasted. Cost of the Dell 24" monitor is \$224 and the cost of the Latitude 5511 laptop is \$1,651 for a total cost of \$1,875.

**4. BASIS FOR RECOMMENDATION:**

Staff has identified a need for additional computer equipment for the Yosemite Room Council Chambers. The equipment qualifies as an eligible use of PEG fees.

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

Appropriation of \$1,875 to account number 240-00-000-203.51005\_001 "Communications Equipment Funded by PEG Fees" from Fund 240 "Small Equipment Replacement-Cable Franchise PEG Fee" unassigned reserves for the purchase of computer equipment for the Yosemite Room Council Chambers.

**6. STAFF RECOMMENDATION:**

Staff recommends approval.

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

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

A. Council could choose not to approve the appropriation.

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

<b>IN THE MATTER OF APPROPRIATING \$1,875</b>	}	<b>RESOLUTION NO. 2021-</b>
<b>TO ACCOUNT NUMBER</b>	}	
<b>240-00-000-203.51005_001 “COMMUNICATION</b>	}	
<b>EQUIPMENT FUNDED BY PEG FEES” FROM</b>	}	
<b>FUND 240 “SMALL EQUIPMENT</b>	}	
<b>REPLACEMENT-CABLE FRANCHISE PEG FEE”</b>	}	
<b>UNASSIGNED RESERVES FOR COMPUTER</b>	}	
<b>EQUIPMENT FOR THE YOSEMITE ROOM</b>	}	
<b>COUNCIL CHAMBERS</b>	}	
<hr/>	}	

**WHEREAS**, on January 1, 2007, the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”) went into effect, and subsequently, the City granted a cable franchise to Charter Communications to provide for Public, Educational, and Governmental (“PEG”) access channel facilities for the City; and

**WHEREAS**, California Public Utilities Code section 5870(n), which was enacted as part of DIVCA, granted the City the option to adopt an ordinance establishing a fee on state-franchised video service providers to support PEG access channel activities; and

**WHEREAS**, on September 25, 2007 the City added Article 17 to Chapter 3-8 of the Turlock Municipal Code (“TMC”) which authorized the collection of a 5% franchise fee and a 1% PEG fee from holders of state video franchises among other things; and

**WHEREAS**, staff has identified a need for a monitor and laptop to be used in the City Council Chambers.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$1,875 to account number 240-00-000-203.51005\_001 “Communications Equipment Funded by PEG Fees” from Fund 240 “Small Equipment Replacement-Cable Franchise PEG Fee” unassigned reserves for the purchase of computer equipment for the Yosemite Room Council Chambers.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

# City Council Staff Report

## October 12, 2021



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From: Daniel Madden, Acting City Manager

Prepared by: Jessie Dhami, Human Resources Analyst, Senior  
Nadine Silva, Principal Accountant

Agenized by: Daniel Madden, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving modifications to pay ranges of part-time classifications, establishing \$15.00 per hour as the minimum hourly rate of pay, in accordance with California Department of Industrial Relations minimum wage increase that will go into effect on January 1, 2022

### 2. SYNOPSIS:

Approving modifications to pay ranges for part-time classifications, applying the minimum wage increase from \$14.00 to \$15.00 per hour, to entry step of pay classifications that do not currently meet the new minimum wage and, where necessary, apply the minimum wage increase to subsequent steps within the impacted pay ranges, thereby sustaining pay differential between pay steps, averting compaction.

### 3. DISCUSSION OF ISSUE:

The California Department of Industrial Relations is increasing minimum wage from \$14.00 per hour to \$15.00 per hour effective January 1, 2022. As a result of the State's minimum wage increase, staff is requesting modifications to pay ranges for part-time classifications, applying the minimum wage increase.

This increase will cause a compaction issue when there is a classification series that includes a subordinate position and lead position. As a result, both positions will receive the same hourly rate of pay. Staff is proposing an hourly increase to the lead position to eliminate the compaction issue, as noted in the part-time positions pay range schedule (see Attachment A).

Staff conducted a survey to compare the hourly rate of pay with neighboring agencies. Based on positions, the survey confirmed the part-time positions pay range schedule is within reason due to the level of skill needed and to fulfill the customer service needs of the City.

Some part-time positions require additional certifications and credentials. In addition, we have seen many part-time positions evolve and the demand has increased significantly because of staff's inability to hire full-time employees. The part-time positions pay range schedule is being proposed to coincide with the competitive job market with other agencies. In addition, this part-time pay range schedule also addresses consistency among departments with regard to the same classification, such as part-time clerical.

**4. BASIS FOR RECOMMENDATION:**

- A. The City of Turlock is requesting approval of a part-time pay range schedule, reflecting a minimum wage increase requirement, to maintain compliance with the California Department of Industrial Relations. On January 1, 2022, the minimum wage will increase from \$14.00 per hour to \$15.00 per hour further compounding compaction issues.
- B. In accordance with the City of Turlock Personnel Resolution, Section 13.01, the City Manager prepares the compensation plan for all positions and in accordance with Section 13.02, the City Manager submits the proposed plan to Council for approval.

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

**Fiscal Impact:**

All expenses are budgeted in each department's respective budget for FY 2021-2022, and will be budgeted accordingly in future budgets.

For the Parks, Recreation, & Public Facilities Department, the increase of minimum wage will be offset through program and facility rental fees in accordance with Cost Recovery fee schedule.

The minimum wage increase results in an 8% increase to salary/roll up costs, which will have an additional cost in FY 2021-2022 of approximately \$11,700 to the General Fund and \$11,900 to the Non-General Fund. The impact to the City for hourly rate increases due to the compaction issue will result in an additional cost of approximately \$11,500 to the General Fund and \$4,500 to the Non-General Fund from January 1, 2022 to the end of FY 2021-2022. No additional budget augmentations are needed in FY 2021-2022, as there are sufficient budgeted allocations for these increases.

**6. STAFF RECOMMENDATION:**

In order to address the minimum wage increase, compaction, and retention issues, staff is recommending Council approve the part-time positions pay range schedule (Attachment A) effective January 1, 2022.

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

Recommend Approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

In accordance with State Law, City Council does not have discretion on adoption of minimum wage increase. However, City Council may choose not to increase subsequent pay steps within a pay range, thereby eliminating ascending pay steps intended to compensate persons assuming more responsibility or demonstrating a higher level of proficiency, within their classifications and associated pay range.

**Part-Time Positions Pay Range Schedule**  
**Effective: January 1, 2022**

Attachment A

MINIMUM WAGE - Effective 1/1/2022 \$ 15.00

Departments	Job Titles	1/1/21-12/31/21	Proposed Increase Effective 1/1/2022 Compaction/Retention
<b>Parks , Recreation &amp; Public Fac. Maint/Arts</b>	<b>Recreation</b>		
	Recreation Leader - PLAY	\$ 14.00	\$ 15.00
	Site Manager - PLAY	\$ 15.00	\$ 16.00
	Recreation Leader - ASES Grant	\$ 15.00	\$ 16.00
	Site Manager - ASES Grant	\$ 16.00	\$ 17.00
	Program Specialist	\$ 17.00	\$ 18.00
	Special Event	\$ 14.00	\$ 15.00
	Youth Sports Official	\$ 14.00	\$ 15.00
	Adult Sports Official	\$ 14.00	\$ 15.00
	Youth Sports Coaches	\$ 14.00	\$ 15.00
	Site Manager - Youth Sports	\$ 15.00	\$ 16.00
	Site Manager - Adult Sports	\$ 15.00	\$ 16.00
	Lifeguard	\$ 15.50	\$ 16.50
	Swim Instructor (non certified lifeguard)	\$ 14.00	\$ 15.00
	Assistant Pool Manager	\$ 16.00	\$ 17.00
	Pool Manager	\$ 17.00	\$ 18.00
	Aquatic Specialist	\$ 18.00	\$ 19.00
	Cashier	\$ 14.00	\$ 15.00
	Event Assistant	\$ 18.00	\$ 19.00
	<b>Maintenance</b>		
	Maintenance Worker	\$ 15.00	\$16.00-\$20.00
	Maintenance Intern	\$ 14.00	\$ 15.00
	<b>Class Instructors</b>		
	Community Service Class (No Cert Required)	\$14.00-\$16.00	\$15.00-\$17.00
	Certification Required	\$14.00-\$26.00	\$15.00-\$26.00
	Credentialed Instructor*	\$16.00-\$26.00	\$16.00-\$26.00
	*Instructor is defined as a single/multiple subject credential or any other credential requiring a Bachelor's degree		
<b>Police</b>	Kennel Attendant	\$ 15.00	\$ 16.00
	Cadet	\$ 14.00	\$ 15.00
<b>Fire</b>	Neighborhood Preservation Officer	\$ 14.00	\$ 15.00
<b>Municipal Services</b>	Electronic Instrumentation Worker	\$14.00-\$22.00	\$15.00-\$22.00
	Environmental Compliance Inspector	\$14.00-\$22.00	\$15.00-\$22.00
	Fleet Maintenance Worker	\$14.00-\$22.00	\$15.00-\$22.00
	Laboratory Analyst	\$14.00-\$22.00	\$15.00-\$22.00
	Utility Maintenance Worker	\$14.00-\$22.00	\$15.00-\$22.00
	Wastewater Treatment Plant Attendant	\$14.00-\$22.00	\$15.00-\$22.00
	Water Conservation Worker	\$14.00-\$22.00	\$15.00-\$22.00
<b>Development Services</b>	Building Plans Examiner	\$ 42.00	\$42.00-\$44.00
<b>All Departments</b>	<b>Clerical</b>		
	City Clerk's Office	\$ 15.00	\$15.00-\$17.00
	Parks,Recreation & Public Fac. Maint/Arts	\$ 15.00	\$15.00-\$17.00
	Police	\$ 16.00	\$15.00-\$17.00
	Human Resources	\$14.00-\$16.00	\$15.00-\$17.00
	Municipal Services	\$14.00-\$16.00	\$15.00-\$17.00
Development Services	\$14.00-\$16.00	\$15.00-\$17.00	

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

<b>IN THE MATTER OF APPROVING</b>	}	<b>RESOLUTION NO. 2021-</b>
<b>MODIFICATIONS TO PAY RANGES OF PART-</b>	}	
<b>TIME CLASSIFICATIONS, ESTABLISHING</b>	}	
<b>\$15.00 PER HOUR AS THE MINIMUM HOURLY</b>	}	
<b>RATE OF PAY, IN ACCORDANCE WITH</b>	}	
<b>CALIFORNIA DEPARTMENT OF INDUSTRIAL</b>	}	
<b>RELATIONS MINIMUM WAGE INCREASE THAT</b>	}	
<b>WILL GO INTO EFFECT ON JANUARY 1, 2022</b>	}	
<hr style="border: 1px solid black;"/>		

**WHEREAS**, approving modifications to pay ranges for part time classifications, applying the statewide minimum wage increase from \$14.00 to \$15.00 per hour effective January 1, 2022, to entry step of pay classifications that do not currently meet the new minimum wage; and

**WHEREAS**, where necessary, apply the minimum wage increase to subsequent steps within the impacted pay ranges, thereby sustaining pay differential between pay steps averting compaction; and

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

**WHEREAS**, many part-time positions evolve and the demand has increased significantly because of staff's inability to hire full-time employees; and

**WHEREAS**, having a City-wide part-time pay range schedule will be an effective and consistent tool for all departments; and

**WHEREAS**, in order to address the minimum wage increase, compaction, and retention issues, staff is recommending approval of the part-time positions pay range schedule effective January 1, 2022.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve modifications to pay ranges of part-time classifications, establishing \$15.00 per hour as the minimum hourly rate of pay, in accordance with California Department of Industrial Relations minimum wage increase that will go into effect on January 1, 2022.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2022, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:



ATTEST:

\_\_\_\_\_  
Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

# City Council Staff Report

October 12, 2021



---

From: Steven Williams, Police Captain

Prepared by: Steven Williams, Police Captain  
Kellie E. Weaver, Interim City Clerk

Agendized by: Dan Madden, Acting City Manager

## 1. ACTION RECOMMENDED:

Resolution: Reaffirming the Proclamation of a Local Emergency by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services)

## 2. SYNOPSIS:

On July 9, 2021, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis within the City of Turlock, which was ratified by the Turlock City Council on July 13, 2021.

Pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant

An unsheltered homeless crisis continues to exist; therefore, staff recommends City Council reaffirm the emergency declaration.

## 3. DISCUSSION OF ISSUE:

In recent years, the City of Turlock has experienced an increase in the numbers of unsheltered homeless and the emergence of significant homeless encampments.

On March 14, 2021, the City's Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis ("UHEC") in the City described in that proclamation which was ratified by the City Council on March 16, 2021.

During the UHEC Local Emergency, the City engaged in extensive efforts of education and the offering of social services and emergency shelter (“Outreach Efforts”) to the unsheltered homeless, especially those in significant homeless encampments. Those Outreach Efforts alleviated the portion of the local emergency related to large encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families. On July 13, 2021, the Turlock City Council voted to terminate the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by City Council on March 16, 2021.

Turlock Municipal Code Section 4-2-105(c)(1) authorizes the City Manager, serving as the Director of Emergency Services, to issue a Proclamation of a Local Emergency if the City Council is not in session. The Proclamation by the City Manager must then be ratified by the City Council within seven (7) days thereafter, or the proclamation shall have no further force or effect.

Turlock Municipal Code Section 4-2-106(a) authorizes the City Manager, serving as the Director of Emergency Services, to make and issue rules and regulations on matters related to the protection of life and property.

On July 9, 2021, Interim City Manager Sarah Tamey Eddy in her role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis within the City of Turlock, which was ratified by the Turlock City Council on July 13, 2021.

Also, on July 9, 2021, Interim City Manager Sarah Tamey Eddy executed Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis on July 9, 2021, which were confirmed by the Turlock City Council on July 13, 2021.

City staff from all City Departments are prepared and continue to engage in an ongoing effort designed to reverse the trend of increasing unsheltered homelessness within the City of Turlock while a comprehensive planning effort continues to develop longer-term strategies and preventive measures to assist unsheltered homeless individuals and families.

In addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this local emergency will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families.

By declaring a local emergency, the City can obtain additional resources, establish an immediate plan, and respond quickly to urgent situations. This will minimize disruptions and allow the City to focus on day-to-day operations while addressing the Unsheltered Homeless Crisis as effectively and efficiently as possible.

In addition, pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant.

**4. BASIS FOR RECOMMENDATION:**

Pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant. In addition, pursuant to Turlock Municipal Code Section 4-2-106(a), rules and regulations made and issued by the Director of Emergency Services must be considered for confirmation by the City Council.

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

None by this action. Funding was appropriated for this Local Emergency during the July 13, 2021 City Council Meeting.

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

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

A. The City Council may choose not to adopt the resolution; however, this alternative is not recommended. The City Council is required to review the need for continuing the local emergency at least every 60 days. An unsheltered homeless crisis continues to exist; therefore, necessitating the continuance of the local emergency. In addition, under the cited municipal code provisions, the City Council must consider confirming any rules and regulations made and issued during a local emergency.

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

<b>IN THE MATTER OF REAFFIRMING THE</b>	}	<b>RESOLUTION NO. 2021-</b>
<b>PROCLAMATION OF A LOCAL EMERGENCY</b>	}	
<b>BY INTERIM CITY MANAGER SARAH TAMEY</b>	}	
<b>EDDY (DIRECTOR OF EMERGENCY SERVICES)</b>	}	
<b>IN RESPONSE TO A CONTINUING</b>	}	
<b>UNSHELTERED HOMELESS CRISIS (UHC)</b>	}	
<b>WITHIN THE CITY OF TURLOCK AND</b>	}	
<b>CONFIRMING RULES AND REGULATIONS NO. 1</b>	}	
<b>MADE AND ISSUED BY INTERIM CITY</b>	}	
<b>MANAGER SARAH TAMEY EDDY</b>	}	
<b>(DIRECTOR OF EMERGENCY SERVICES)</b>	}	
<hr style="border: 1px solid black;"/>		

**WHEREAS**, the City of Turlock in recent years has experienced an increase in the numbers of unsheltered homeless and the emergence of significant homeless encampments; and

**WHEREAS**, homelessness is one of the most important and pervasive challenges facing the State of California and California counties and cities; and

**WHEREAS**, on March 14, 2021, the City’s Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis (“UHEC Local Emergency”) in the City described in that proclamation which was ratified by the City Council on March 16, 2021; and

**WHEREAS**, during the UHEC Local Emergency, the City engaged in extensive efforts of education and the offering of social services and emergency shelter (“Outreach Efforts”) to the unsheltered homeless, especially those in significant homeless encampments; and

**WHEREAS**, those Outreach Efforts alleviated the portion of the local emergency related to large encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families; and

**WHEREAS**, there remains a real and present danger to the health, safety, and welfare of the unsheltered homeless; and

**WHEREAS**, these aforementioned factors as well as others detailed in the attached proclamation constitute a local Unsheltered Homeless Crisis (“UHC”) that requires continuing and immediate emergency action; and

**WHEREAS**, on December 18, 2018, the City Council of the City of Turlock declared a shelter crisis pursuant to Government Code Section 8698 et seq. which is still in effect; and

**WHEREAS**, City staff from all City Departments are prepared to continue to engage in an ongoing effort designed to reverse the trend of increasing unsheltered homelessness within the City of Turlock during the UHC while a comprehensive planning effort continues to develop longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

**WHEREAS**, in addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this local emergency will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families; and

**WHEREAS**, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services, issued a Proclamation of Existence of a Local Emergency in response to the UHC on July 9, 2021 (Exhibit "A") and also issued Rules and Regulations No.1 related to the UHC local emergency (Exhibit "B").

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

1. Pursuant to Government Code section 8630 and section 4-2-105 of the Turlock Municipal Code, the Proclamation of Existence of a Local Emergency issued by the Director of Emergency Services on July 9, 2021 is hereby ratified.
2. Pursuant to section 4-2-106 and section 9-1-112 of the Turlock Municipal Code, Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the UHC by the Director of Emergency Services (Interim City Manager) of the City is hereby confirmed and ratified and deviations therein from Title 9 of the Turlock Municipal Code are authorized.
3. During the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.
4. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

## CITY OF TURLOCK

## Proclamation of the Existence of a Local Emergency

*By the Director of Emergency Services (Interim City Manager) of the City of Turlock*

**WHEREAS**, section 4-2-105 of the Turlock Municipal Code pursuant to California Government Code Section 8630 empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the City of Turlock (the "City") if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

**WHEREAS**, homelessness is one of the most important and pervasive challenges facing the State of California and California counties and cities; and

**WHEREAS**, there is no single approach that can apply to each local jurisdiction in California, whether a county or city; and

**WHEREAS**, on March 14, 2021, the City's Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis in the City described in that proclamation; and

**WHEREAS**, on March 16, 2021, the City Council of the City of Turlock ratified the March 14<sup>th</sup> Proclamation of the Existence of a Local Emergency by the City's Director of Emergency Services (Acting City Manager); and

**WHEREAS**, at the time of the proclamation and ratification of the local emergency related to the Unsheltered Homeless and Encampments Crisis, City officials believed that, and input from residents, citizens, and taxpayers in the City indicated that, the number of significant homeless encampments in the City (which, among other qualifying factors, are defined in size as gatherings of ten (10) or more persons) had increased since the start of 2020; and

**WHEREAS**, since the March 14<sup>th</sup> Proclamation of the Existence of a Local Emergency and the March 16<sup>th</sup> ratification of such local emergency by the City Council, the City has engaged in, and coordinated with partners such as the County of Stanislaus and current homeless shelter providers, extensive efforts of education and the offering of social services and emergency shelter ("Outreach Efforts") to the unsheltered homeless, especially those in significant homeless encampments; and

**WHEREAS**, these Outreach Efforts have alleviated the portion of the local emergency related to significant homeless encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families; and

**WHEREAS**, the City has begun but not completed a comprehensive planning effort to provide longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

**WHEREAS**, individuals and families living in substandard, unhealthy, unsafe, illegal, and temporary conditions threaten the health and safety of those individuals and families living therein; and



**WHEREAS**, individuals living in substandard, unhealthy, unsafe, illegal, and temporary conditions have overwhelmed our limited City resources and have a devastating impact upon these unsheltered communities as well as our community at large; and

**WHEREAS**, the previous presence of significant homeless encampments created a real and present danger to the health, safety, and welfare not only to the individuals and families in these encampments, but also to the health, safety, and welfare of the community at large, especially those persons who lived, worked, or engaged in other lawful activities adjacent to or near a significant homeless encampment; and

**WHEREAS**, the City has a proper governmental interest in preventing the re-emergence of significant homeless encampments while it continues Outreach Efforts to assist unsheltered homeless individuals and families and develops a comprehensive plan to provide longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

**WHEREAS**, the health, safety, and welfare of City residents, citizens, taxpayers, students, retirees, business owners, employees, workers, independent contractors, visitors, and staff are of utmost importance to the City, and additional future measures may be needed to protect the community; and

**WHEREAS**, the existing conditions described above constitute a local Unsheltered Homeless Crisis and constitute an emergency as defined in Turlock Municipal Code section 4-2-102 that requires immediate emergency action; and

**WHEREAS**, the City cannot address the local Unsheltered Homeless Crisis above without additional resources from other governmental jurisdictions and non-governmental entities, especially to provide the resources necessary to shelter the unsheltered individuals and families who are homeless, and offer and provide an array of social services that can assist in addressing the underlying challenges involved in being homeless and in reconnecting the homeless with their families; and

**WHEREAS**, declaring a local emergency allows additional resources to flow into the City in a timely fashion and allows the City to coordinate the provision of such resources; and

**WHEREAS**, the Interim City Manager as the Director of Emergency Services of the City of Turlock hereby finds that:

- The efforts required to prepare for, respond to, mitigate, and recover from the upward trend of unsheltered homeless individuals and families have imposed, and continue to impose, extraordinary demands on the City, requiring diversion from day-to-day operations; and
- In addition to the above facts, conditions or threatened conditions caused by unsheltered homeless individuals and families, and the potential re-emergence of significant homeless encampments, include, but are not limited to, environmental waste, hazardous materials, illegal activity, unsanitary environments, rodentia, vermin, and other pests, and the spread of diseases including COVID-19 and its variants, give rise to conditions of extreme peril to the safety of persons and property within the City, including most urgently the unsheltered homeless individuals and families; and

- The re-emergence of significant homeless encampments on private and public property would cause an immediate threat to the health and safety of unsheltered individuals and families in the encampments and also to others throughout the City, and the prevention of such re-emergence will require concentrated focus and action and may require the promulgation of orders and regulations to protect life and property; and
- These conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City; and
- At the time of this proclamation, the City Council is not in session, and cannot be called into session.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists in the City of Turlock.

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.

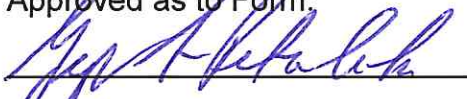
**IT IS FURTHER PROCLAIMED AND ORDERED** that the local emergency shall expire unless ratified by the City Council within seven (7) days of this proclamation.

Dated: July 9, 2021



Sarah Tamey Eddy,  
Director of Emergency Services / Interim City Manager

Approved as to Form:



George A. Petrulakis,  
Interim City Attorney

## CITY OF TURLOCK

**Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis**

*By the Director of Emergency Services (Interim City Manager) of the City of Turlock*

**WHEREAS**, section 4-2-105 of the Turlock Municipal Code pursuant to California Government Code Section 8630 empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency (“Local Emergency”) in the City of Turlock (the “City”) if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

**WHEREAS**, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services (“Director of Emergency Services”), proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis on July 9, 2021 (“UHC Local Emergency”); and

**WHEREAS**, section 4-2-106 of the Turlock Municipal Code authorizes the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the UHC Local Emergency so long as such rules and regulations are confirmed by the City Council; and

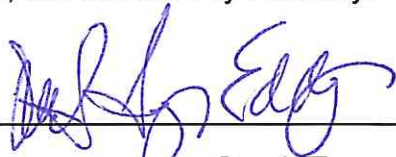
**WHEREAS**, the Director of Emergency Services has determined that certain rules and regulations must be made and issued on matters necessary to protect life and property as affected by the UHC Local Emergency.

**NOW, THEREFORE, MADE AND ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES** are the following rules and regulations in response to the UHC Local Emergency:

- (1) These rules and regulations shall be referred to as the “RULES AND REGULATIONS NO. 1 MADE AND ISSUED UNDER THE PROCLAMATION OF A LOCAL EMERGENCY IN RESPONSE TO THE UNSHELTERED HOMELESS CRISIS” which may be abbreviated as “2021 UHC RULES AND REGULATIONS NO. 1.”
- (2) As to use for additional sheltering under the UHC Local Emergency at the Turlock Gospel Mission facilities at 437 South Broadway Street, Stanislaus County APN 043-049-030 and the adjacent vacant lot commonly known as Stanislaus County APN 043-049-002 (“Turlock Gospel Mission”):
  - (a) Through the City’s Minor Administrative Agreement process, the Turlock Gospel Mission has been approved for eighty (80) beds and associated facilities. A Temporary Conditional Occupancy letter issued by the City with any necessary conditions shall be required prior to Turlock Gospel Mission providing bed spaces in the areas commonly known as the Dining Room and Seminar Room.
  - (b) If the Turlock Gospel Mission desires to utilize the Dining Room and Seminar Room for a time longer than the existence of the Local Emergency, it shall be required to obtain a Final Occupancy Permit in accordance with the City’s ordinary final inspection process.

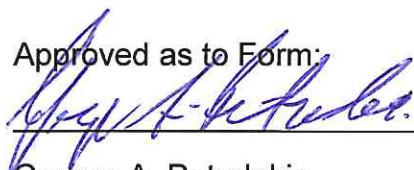
- (c) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
  - (d) Use of the area commonly known as the Patio Area for temporary shelter spaces shall only be allowed after further consultation by Turlock Gospel Mission with the City and issuance by City of an approval in addition to these 2021 UHC RULES AND REGULATIONS NO. 1.
  - (e) Use of the adjacent vacant lot commonly known as APN 043-049-002 for temporary shelter spaces shall only be allowed after further consultation by Turlock Gospel Mission with the City and issuance by City of an approval in addition to these 2021 UHC RULES AND REGULATIONS NO. 1.
- (3) As to use for additional sheltering under the UHC Local Emergency at the We Care facilities at 219 South Broadway Street and 213 South Broadway Street (“We Care”):
- (a) If We Care desires to use its facilities for temporary emergency shelter for a number of beds exceeding its current approval through the City’s Minor Administrative Agreement process, a Temporary Conditional Occupancy letter issued by the City with any necessary conditions shall be required prior to such use.
  - (b) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
- (4) City staff is authorized to cooperate with emergency shelter providers and state and other local governments, special districts and non-governmental entities to provide additional temporary emergency sheltering facilities.
- (5) As to contracts entered into under the Local Emergency, in addition to the other contracting powers allowed under the Local Emergency, the Interim City Manager/Director of Emergency Services may enter into agreements related to the Local Emergency without strict compliance with any CITY insurance and indemnity requirements after review by, and consultation with, the Interim City Attorney.

Dated: July 9, 2021



Sarah Tamey Eddy,  
Director of Emergency Services / Interim City Manager

Approved as to Form:



George A. Petrulakis,  
Interim City Attorney

# City Council Staff Report

October 12, 2021



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From: Katie Quintero, Deputy Director of Development Services  
Prepared by: Katie Quintero, Deputy Director of Development Services  
Agendized by: Dan Madden, Acting City Manager

## 1. ACTION RECOMMENDED:

Resolution: Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Rezone 2021-01, Planned Development 280 (PD 280)

### Introduction of the Ordinance:

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2021-01 Planned Development 280 (Balisha Ranch)]

### To be considered at the October 26, 2021 City Council Meeting

Resolution: Establishing Conditions of Approval for Planned Development 280 (Balisha Ranch)

## 2. SYNOPSIS:

Adopting a mitigated negative declaration and mitigation monitoring program and considering the request to rezone the property at 2930 E Tuolumne Road to Planned Development 280 to allow for deviations from the Municipal Code Standards to allow for the development of a 50-lot single family residential subdivision.

## 3. DISCUSSION OF ISSUE:

The applicant is proposing to subdivide one 17.4-acre parcel into 50 single family residential lots. The subject property is located at 2930 E. Tuolumne Road, Stanislaus County APN 073-016-006, the proposed layout is provided as Attachment #1 to this report. A Planned Development is proposed to allow for various deviations from the Very Low-Density Residential development standards in the East Tuolumne Master Plan (ETMP) detailed below. A dual-use drainage basin will be installed and landscaped to capture stormwater for the development, as well as provide an open space area. The development will meet the required density of the Very Low-Density Residential Zoning District with a proposed density of 2.8 units per acre. Exceptions

to the 14,500 square foot minimum lot size are proposed as follows:

- Lots 1 through 6 = 12,000 square feet
- Lots 7 through 15 and 22 through 32 = 8,600 square feet
- Lots 16 through 21 = 8,000 square feet
- Lots 33 through 37 = 7,500 square feet
- Lots 38 through 50 = 11,000 square feet

**Development Standards for all lots:**

	<b>ETMP Required Standard</b>	<b>Proposed Planned Development</b>
Minimum Lot Width	90' minimum	70' minimum
Cul-De-Sac Minimum Frontage	60' minimum	40' minimum
<b><i>Corner Yard Setbacks:</i></b>		
Living Space (1 <sup>st</sup> Story)	25' minimum	20' minimum
Living Space (2 <sup>nd</sup> Story)	30' minimum	25' minimum
Garage	35' minimum	25' minimum

**Development Standards for lots 7 through 39:**

	<b>ETMP Required Standard</b>	<b>Proposed Planned Development</b>
<b><i>Front Yard Setbacks:</i></b>		
Porch	20' minimum	15' minimum
Living Space (1 <sup>st</sup> Story)	25' minimum	20' minimum
Living Space (2 <sup>nd</sup> Story)	30' minimum	25' minimum
Garage	35' minimum	25' minimum

**Background**

The project site is located at 2930 E. Tuolumne Road on an approximately 17.4-acre parcel. The original parcel was 19.72 acres but a parcel map application has been filed with the Engineering Division and is in the process of dividing the 19.72-acre parcel into one, 1.18-acre parcel, one, 1-acre parcel and the subject 17.4-acre parcel. The 17.4-acre parcel is currently an irrigated walnut orchard. The parcel is zoned Very Low Density Residential and was annexed into the City limits in 2006 as part of the East Tuolumne Master Plan.

Adjacent Properties



The subject property is bound on the north by E. Tuolumne Road. Development around the subject property include the Fairbanks Ranch and Les Chateaux subdivisions to the north, currently under construction, the Pleasant Valley Estates subdivision to the west, the Wynfair Estates subdivision to the south and an undeveloped parcel to the east.

The Pleasant Valley Estates subdivision, located west of the subject parcel was developed at a density of approximately 2.3 units per acre. The properties in Pleasant Valley Estates have an underlying designation of very low density residential but a Planned Development was approved to allow for a reduction in the minimum lot size to 8,500 square feet and to allow a reduction in the required

setbacks to be more similar to the setbacks in the RL Zoning District. Castleview Drive will be extended from the Pleasant Valley Estates development into the new subdivision.

The Wyndfair subdivision is located south of the subject site and has an underlying designation of very low density residential but a Planned Development was approved to allow a reduction in the minimum lot width to 97'. The Wyndfair subdivision met all other standards of the R-E zoning district and was developed at approximately 2.25 units per acre. Wyndfair Drive currently ends at the subject parcel but will be extended through the proposed subdivision.

The property to the east currently has a single-family home on-site and is designated in the East Tuolumne Master Plan (ETMP) for very low-density residential development. The internal roadways and utilities have been designed to allow for connection through the proposed subdivision to the adjacent parcel if the adjacent parcel develops in the future.

## **PROJECT EVALUATION**

Turlock Municipal Code 9-2-113 describes the purpose of a Planned Development as follows:

(a) **Purpose.** The purpose of the planned development standards and procedures is:

- (1) To ensure orderly and thorough planning and review procedures that will result in quality urban design;
- (2) To encourage variety and avoid monotony in developments by allowing greater freedom and flexibility with the use of alternative development standards;
- (3) To provide a mechanism whereby the City may authorize desirable developments consistent with the Turlock General Plan;
- (4) To encourage allocation and improvement of common open space in residential areas, and provide for maintenance of the open space at the expense of those who will directly benefit from it;
- (5) To encourage the preservation of serviceable existing structures of historic value or artistic merit by providing the opportunity to use them imaginatively for purposes other than that for which they were originally intended; and
- (6) To encourage the assembly of properties that might otherwise be



developed in unrelated increments to the detriment of surrounding neighborhoods.

The Planned Development is requested to allow for deviations from the minimum lot size, lot dimensions and setbacks required in the R-E Zoning District as established in the East Tuolumne Master Plan. These deviations would make it possible to subdivide the parcel into more single-family lots than the existing development standards would accommodate.

The minimum lot size for Lots 38 to 50 in Balisha Ranch are proposed to be a minimum of 11,000 square feet. The applicant has designed the proposed lot layout so that the larger lots in the proposed subdivision are adjacent to the existing residential lots to the west and south to create a transition in lot size from the existing homes to the new parcels.

### **General Plan**

The East Tuolumne Master Plan was originally adopted in 2005. As part of the 2012 General Plan update Policy 3.1-o called for updating existing master and specific plans and specifically identified the East Tuolumne Master Plan. In 2014, an amendment to the East Tuolumne Master Plan was adopted to rezone two of the properties in the Master Plan from RE to RL. This was done to increase the density allowed on the two lots to help meet the goals of the General Plan for increasing residential densities and promoting more compact development. The other two larger vacant parcels within the Master Plan area, which includes the subject site and the adjacent property to the east, were not included in the Master Plan update in 2014 because the Master Plan update was a private application, not a City initiated amendment and the subject property was not part of the application.

The current Planned Development request meets the intent of General Plan Policy 3.1-o by re-evaluating the development standards applicable to the property while also keeping within the density range allowable in the zoning district. This allows the property to develop at a similar density to the adjacent existing subdivisions but allows for more lots to be created than would be possible if the minimum lot size and lot dimension standards were required.

The General Plan designation of the property is Very Low Density Residential (VLDR). The intent of this zoning district is to be developed with single family homes on larger lots to create a buffer between the higher density urban uses in Turlock and the lower density rural uses in Denair. The General Plan also calls for more compact development, and increasing densities to help conserve farmland, reduce air quality impacts and conserve water. Landscaping uses more water than a house at a rate of approximately 2 to 1. This means reducing lot size and increasing the number of houses can reduce the amount of water used in the development while providing more housing units for the community. The proposed

lots are larger than the minimum lot sizes for the low-density residential zoning district and do still create a transition to the rural uses in Denair.

### **Zoning**

Although a Planned Development is being requested to allow for deviations from some of the development standards the project is within the allowable density range for the zoning district and master plan and the proposed uses and intensity of use are consistent with the zoning of the property.

### **Public Services & Facilities**

Connection to City services is required for this project. The subdivision will also be required to annex to the Community Facilities District 2 (CFD #2) to mitigate the ongoing costs of public services and will be required to form an assessment district to pay for lighting, landscape and road maintenance in the area.

### **Public Comments and Planning Commission Hearing**

Staff received calls and correspondence from the public with questions and concerns about the proposed project prior to the Planning Commission Hearing. The written correspondence received prior to the Planning Commission meeting and prior to the City Council meeting are provided as Attachment #2.

The comments consist of questions about how the density of the project was being calculated, average lot size, the possible construction of two-story homes along the southern property line, as well as concerns about increased traffic, specifically increased traffic impacts to Wyndfair Drive. Staff explained the allowed number of units is based on the size of the lot, 17.4 acres, multiplied by the allowable density, 3 units per acre, totaling a maximum of 52 units allowed.

Staff also explained that the increase in residential units would lead to an increase in traffic in the area but would be consistent with the amount and type of traffic evaluated and planned for by the General Plan and Master Plan. Although deviations are being requested from the development standards the number of housing units proposed is within the allowable number of units for the RE zoning district. This means the planned size, number and type of roadways and traffic controls within the area will be adequate to carry and accommodate the additional traffic from the proposed development.

In response to the neighborhood concerns about two-story homes on the southern end of the subdivision, the developer agreed that only single-story homes will be constructed on lots 39 and 40 and this has been added as a condition of approval in the resolution.

Comments were also received regarding concerns about the loss of farmland. The property is identified in the Department of Conservation Mapping tool as prime

farmland but the General Plan and General Plan EIR evaluated the loss of farmland as an impact of development and the City Council adopted a Statement of Overriding Consideration as part of the General Plan EIR. This property has been Master Planned since 2005 for future development. A right to farm notice will be recorded on the title of all of the new lots informing the future owners of the nearby agricultural operations and their right to continue farming.

At their September 2<sup>nd</sup> Planning Commission meeting the Planning Commission unanimously recommended the City Council approve the proposed project.

A petition was submitted on October 5<sup>th</sup> from the residents of Canterbury Estates opposing the continuation of Wyndfair Drive into the new subdivision. Canterbury Estates was approved in 1995 and as part of the original subdivision map design Wyndfair Drive was designed as a stubbed street to allow for future connectivity to this parcel to create circulation as well as allow for connection to utilities. The East Tuolumne Master Plan circulation plan and water plan were designed to connect to and extend Wyndfair Drive as well as the 8" water line in Wyndfair.

**4. BASIS FOR RECOMMENDATION:**

A. Applications for Planned Developments require City Council approval. At their September 2, 2021 Planning Commission meeting the Planning Commission voted unanimously, with two members absent, to recommend the City Council approve the proposed project.

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

**Fiscal Impact:** The cost of reviewing this request was paid for by the applicant. Further, as a condition of approval, the property will be annexed to CFD #2 to mitigate the project's impacts on police, fire, and public maintenance operations and will annex into an assessment district to pay for the cost of lighting, landscaping and road maintenance.

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

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

The proposed project would result in rezoning the property at 2930 E Tuolumne Road, totaling approximately 17.42 acres, from Residential Estate to Planned Development 280 to allow for the development of 50 single family homes. The development is consistent with the allowable densities of the RE zoning district.

The environmental impacts associated with Rezone 2021-01, and Planned Development 280 have been reviewed by the City pursuant to the Turlock

Municipal Code and the California Environmental Quality Act (CEQA). Based upon analysis, information, and mitigation measures contained in the Initial Study prepared for the proposed project, it has been determined that no significant environmental impacts are associated with the proposed project. Pursuant to Public Resources Code 21080(c)(2) and 21157.5 of CEQA, the proposed project was analyzed to establish its potential impacts beyond those described in the General Plan Environmental Impact Report. Feasible mitigation measures have been added to the project, in accordance with Public Resources Code 21080(c)(2) and 21157.5 of CEQA, to mitigate identified environmental impacts to a level of insignificance.

On July 27, 2021 a Mitigated Negative Declaration was prepared and posted with the Stanislaus County Clerk, stating that the proposed development would not have a significant effect upon the environment because mitigation measures identified in the General Plan EIR, initial study, and mitigation monitoring program have been added to the project.

**8. ALTERNATIVES:**

- A. The City Council may choose to not approve Rezone 2021-01 (PD 280).** If the City Council chooses to not approve the Planned Development, the applicant would be required to design the project to meet all of the required standards for the underlying zoning district resulting in a reduction in the total number of lots.
- B. The City Council may choose to add or modify Conditions of Approval.** The City Council may choose to add to or modify any of the proposed conditions of approval if desired.

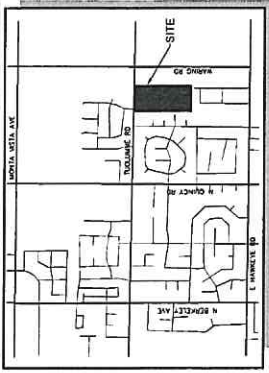
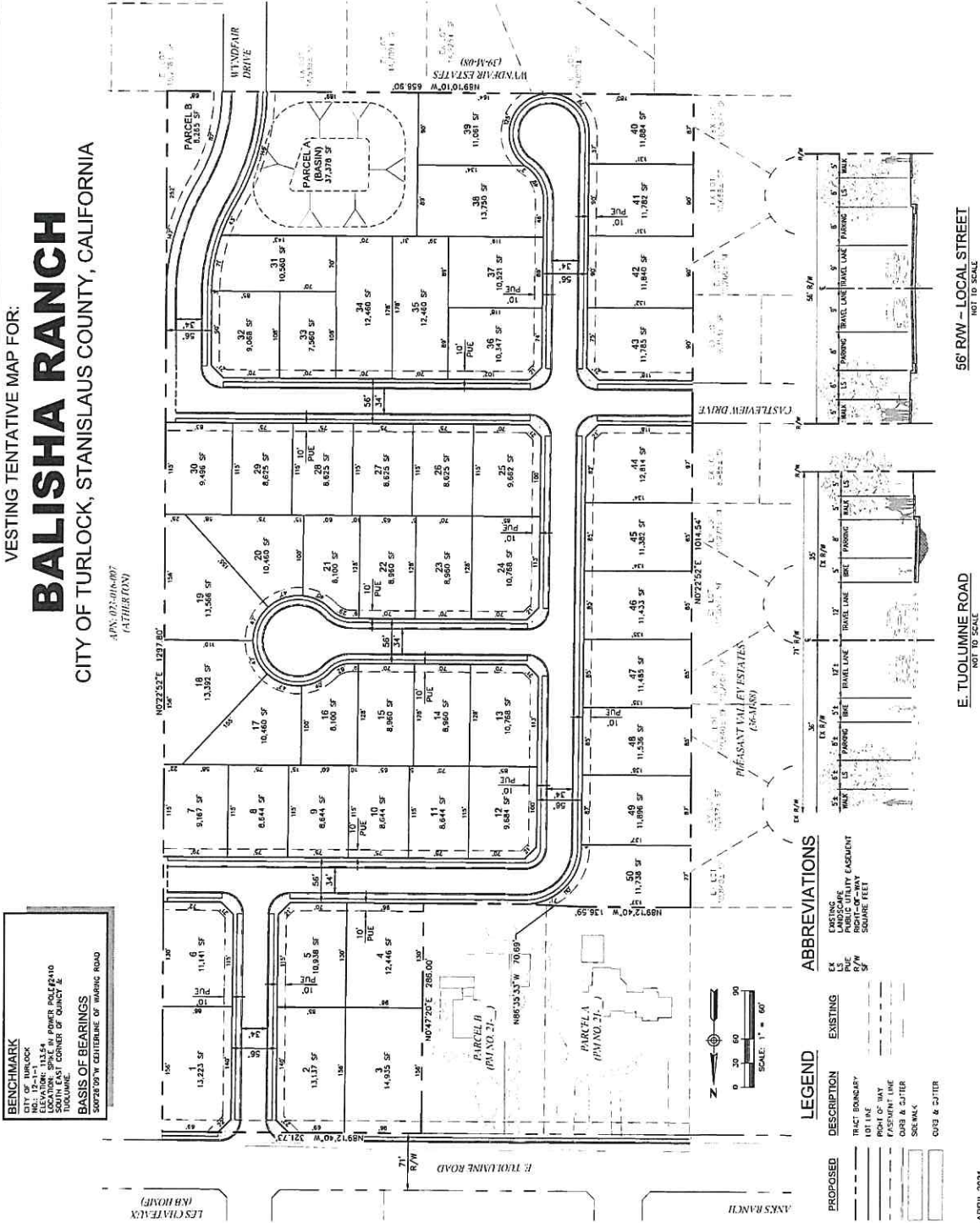
VESTING TENTATIVE MAP FOR:

# BALISHA RANCH

CITY OF TURLOCK, STANISLAUS COUNTY, CALIFORNIA

APN: 027-016-017  
(ATHERTON)

**BENCHMARK**  
CITY OF TURLOCK  
ELEVATION: 113.54  
CORNER OF QUARRY &  
TUOLUMNE  
SOUTH EAST CORNER OF QUARRY &  
TUOLUMNE  
BASIS OF BEARINGS  
300°27'29" W CENTERLINE OF WABING ROAD



VICINITY MAP

**PROJECT NOTES:**

- OWNER/DEVELOPER: CHARLE BAUGH & GAIL BALLAS  
2030 C. ROAD  
TURLOCK, CA 95260  
WOODWARD PARTNERS, LLC  
130 JULIA LOOP  
DANVILLE, CA 94506
- DEVELOPER/APPLICANT: CONTACT: BEN BAZAR, (209) 808-4479  
COLT ALVERNAZ, PE #75740  
130 JULIA LOOP  
DANVILLE, CA 94506  
(925) 393-2811
- CIVIL ENGINEER: CONTACT: COLT ALVERNAZ, (925) 393-2811  
COLT ALVERNAZ, PE #75740  
130 JULIA LOOP  
DANVILLE, CA 94506  
(925) 393-2811
- TOTAL LOTS: EXISTING: 1  
PROPOSED: 50 AND 2 PARCELS
- SITE AREA: GROSS: 17.4 ACRES  
NET: 17.4 ACRES  
2.87 DU/AC
- DENSITY: 10,745 SF (AVERAGE)
- LOT AREA: EXISTING: AGRICULTURE & 3 HOMES  
PROPOSED: SINGLE FAMILY RESIDENTIAL
- USE: EXISTING: VERY LOW DENSITY RESIDENTIAL  
(0.2-3 UNITS/ACRE)  
PROPOSED: VERY LOW DENSITY RESIDENTIAL  
(0.2-3 UNITS/ACRE)
- GENERAL PLAN: EXISTING: EUMP VERY LOW DENSITY RESIDENTIAL  
PROPOSED: PLANNED DEVELOPMENT
- ZONING: WATER - CITY OF TURLOCK  
SEWER - CITY OF TURLOCK  
STORM DRAIN - CITY OF TURLOCK  
GAS - PG&E  
ELECTRIC - TURLOCK IRRIGATION DISTRICT  
TELEPHONE - AT&T  
CABLE TV - CHARTER COMMUNICATIONS
- APN: 027-016-000
- LEGAL DESCRIPTION: ALL THAT PORTION OF THE REMAINDER PARCEL OF PARCEL MAPS AT TAG. STANISLAUS COUNTY RECORDS.
- EXISTING TOPOGRAPHY: EXISTING TOPOGRAPHY BOUNDARIES BASED ON A FIELD SURVEY PERFORMED BY REFINED HORIZONTAL, DATED APRIL 2021

**SHEET INDEX**

- C0.0 LOTTING PLAN
- C1.0 PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN
- C2.0 PRELIMINARY STORMWATER CONTROL PLAN

C0.0

APRIL 2021  
VESTING TENTATIVE MAP  
LOTGING PLAN

# BALISHA RANCH

CITY OF TURLOCK, STANISLAUS COUNTY, CALIFORNIA

**WOODWARD PARTNERS, LLC**

130 JULIA LOOP, DANVILLE, CA 94506  
925.393.2811 - CONTACT@WOODWARD.COM





**Katie Quintero**

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**From:** Andrew Arnold [REDACTED]  
**Sent:** Friday, August 27, 2021 10:43 AM  
**To:** Katie Quintero  
**Cc:** Shawne Arnold  
**Subject:** Balisha Ranch Planned Development - Public Feedback  
**Attachments:** Balisha Ranch Lot Sizes.xlsx

Hello Katie and Turlock Planning Commission members:

My wife and I are writing in response to the Notice of Public Hearing documents we received regarding Planned Development 280; VTSM 2021-02 (Balisha Ranch). Our house is located at 3001 Paisley Lane and our northern property line is the southern boundary of the proposed Balisha Ranch development. We have lived in our home for 20 years which was built as part of the original Wyndfair Estates development.

We have the following concerns/comments about the project:

- 1 - The plan deviates significantly from the Very Low-Density Residential (VLDR) development standards in the East Tuolumne Master Plan (ETMP). It is not clear how the lot layout comes close to the 14,500 square foot minimum lot size that is core to the VLDR standard. When calculating the average lot size based upon the provided number of lots by lot size, the average lot size is 9,450 square feet and the largest lot size is 12,000 square (for only 6 of the proposed 50 lots). [ SEE ATTACHMENT ] Conforming to the VLDR standards would put the number of lots in the 30+ range rather than the proposed 50 lots.
- 2 - The decreased minimum lot setback widths from the ETMP required standards would impact us directly due to a home located on the other side of of our back fence line. At a minimum, the proposal should address the lot size/minimum width setbacks at the southern end of the Balisha Ranch development. Also, home design styles in these adjacent lots should be stipulated as one-story homes.
- 3 - Traffic volume on Wyndfair Drive associated with 50 homes will be significantly more than for 30+ homes that would better conform with the VLDR standards. The potential for accidents and high-speed travel on Wyndfair Drive proportionally increases due to the additional number of homes.
- 4 - The potential for decreased home values in the Wyndfair Estates subdivision is a real concern with the higher density Balisha Ranch development just to the north. The larger estate size lots with larger homes was what attracted us to this area of Turlock 20 years ago. It is important to keep this housing style intact in this remaining acreage in the East Tuolumne area.

Thank you for considering our feedback on the proposed development. I can be be contacted at [REDACTED] for discussion or clarifications.

Andrew and Shawne Arnold



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**From:** Allan Greenberg [REDACTED]  
**Sent:** Monday, July 26, 2021 10:26 PM  
**To:** Katie Quintero  
**Subject:** Balisha Ranch

After reviewing the proposed project deviations I am not in favor of the exceptions from ETMP. In fact I am not in favor of the project at all as taking away mature and valuable farmland is not in the best interests of the long term growth of the city. I am sure there are other areas which could accomodate growth with less damage to the rich farming history that Turlock is know for.  
Allan Greenberg.

## Katie Quintero

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**From:** Allan Greenberg <[REDACTED]>  
**Sent:** Tuesday, September 28, 2021 12:55 AM  
**To:** Katie Quintero  
**Subject:** Balisha Ranch

I have commented before by email and this is more of a repetition and expansion of what I have had to say already. As someone who lives very nearby to this development I find it is sad to see a productive walnut grove decimated for housing. There is so much available land for inbuilding that the destruction of the grove should not be necessary. I understand the profit motives of the owners but the city should also consider the aesthetics of the community. There is already major development across the street on the north side of Tuolumne. Anyone and everyone who lives there will have to travel by gasoline fueled cars to do just about anything as there is no easy access to any shopping or services as I well know. The planning commission is not independent of the city of Turlock's appetite for increased funds from developemnt and as such is not an independent and unbiased commission. There is no recreation, as in parks, in the area and just leaving some of the area to open space, although a walnut grove, would do a service to the many more people who are now living or planning to live in this area.  
Allan Greenberg.

# CANTERBURY ESTATE PETITION

We the undersigned homeowners of Canterbury Estates/ Wyndfair Estates respectfully oppose the vehicle access on the north end of Wyndfair Drive to Balisha Ranch Subdivision. Located in the City of Turlock, Stanislaus County California.

By allowing this street to be opened to through traffic Canterbury Estates/Wyndfair Estates will be negatively impacted on several matters. The issue of public safety to pedestrians walking and exercising in the area. With increased traffic there's the potential of vehicle vs pedestrian or vehicle vs vehicle incidents, that could result in serious injury or death.

Immediately as you enter Balisha Ranch Subdivision from Wyndfair Drive, plans call for a Water catch Basin/Park, thus parking along Wyndfair Drive will be impacted. Because of the close proximity of Canterbury Estates to the facility, vehicle parking will overflow to the front of homeowner's property.

Another issue to consider is bathroom facilities at the park. Unless there's a bathroom for people to utilize, people using the park will take the path of least resistance and relieve themselves wherever is most convenient.

With the increased traffic the issue of noise pollution will be increased, thus causing loud unreasonable and unnecessary noise to homeowners of Canterbury Estates, and the surrounding area, also danger to our children playing ball in our quite neighborhood streets. Families are riding their bikes in our horseshoe shaped subdivision, and could be in danger with increased traffic.

The issue of street maintenance is also a problem with increased traffic. Each and every homeowner of Canterbury Estates is taxed an extra fee for street lighting, roadwork and landscaping to our water collection basin/park. The cost to each and every homeowner numbered at fifty-four residences is \$970.00 attached to our property taxes each year. The total amount Canterbury Estates pays is \$52,382.69 per year.

Access to Balisha Ranch Subdivision via Canterbury Estates can only have a negative impact on our property values. Our subdivision is semi-custom homes on large oversized lots. With the added number of vehicles on the roadway it can only detour potential home buyers, and detract from the values of our property. Our homes and our property are an important investment, and they need to be protected!

Please contact Pat & Cheryl Kelly at (209) 204-3816 if you have any questions.

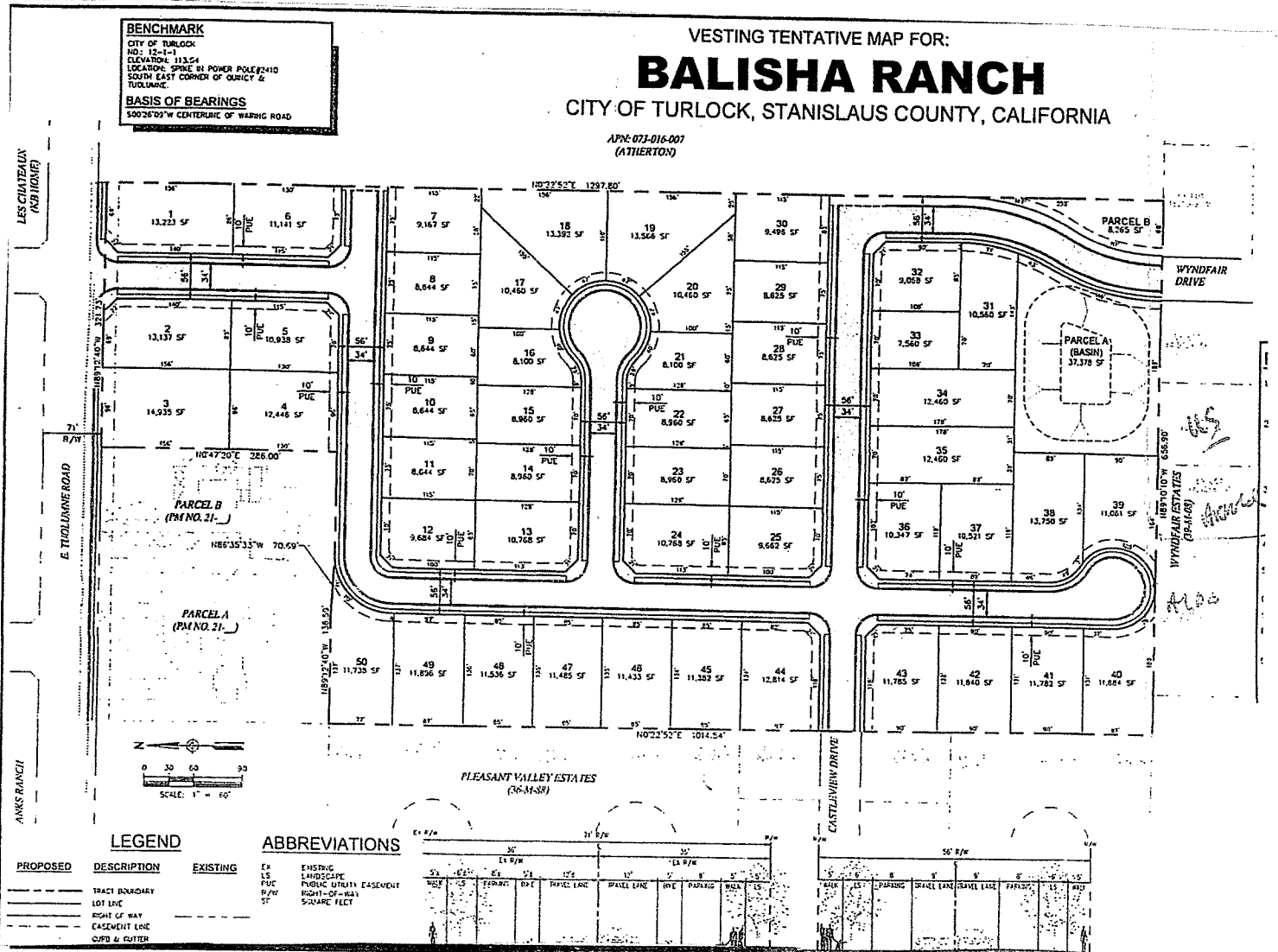
We at Canterbury Estates/Wyndfair Estates strongly oppose Wyndfair Drive opening to Balisha Ranch Subdivision. We hope our Turlock City Counsel understands our concerns for our neighborhood. Please note all the signed petitions from all the homeowners in Canterbury Estates.

Thank you for your time,

Pat & Cheryl Kelly and Canterbury Estate Homeowners

# CANTERBURY ESTATE PETITION

PLEASE CALL PAT & CHERYL KELLY TO SIGN OUR  
PETITION BEFORE OCTOBER 4<sup>TH</sup> 2021 209-204-3816



In accordance with Turlock Municipal Code Section 9-5-120(b) the City of Turlock is notifying property owners within a 500' radius of the subject property:

**Public Hearing:** **October 12, 2021 @ 6:00 P.M.**  
By the CITY COUNCIL of the CITY of TURLOCK  
TURLOCK CITY HALL, YOSEMITE ROOM (COUNCIL CHAMBERS)  
156 SOUTH BROADWAY, TURLOCK CA

*We need all  
Canterbury support  
at this  
meeting!*

**Project Title:** Planned Development 280 (PD 280), Rezone 21-01, VTSM 21-02  
**Project Applicant:** Woodward Partners, LLC  
**Project Location:** 2930 E Tuolumne Road (Stanislaus County APN: 073-016-006)

**Project Description:** The applicant is proposing to subdivide one 17.4-acre parcel into 50 single family residential lots. The subject property is located at 2930 E. Tuolumne Road, Stanislaus County APN 073-016-006. A Planned Development is proposed to allow for various deviations from the Very Low-Density Residential development standards in the East Tuolumne Master Plan (ETMP) detailed below. A dual use drainage basin will be installed and landscaped to handle the stormwater for the development as well as provide an open space area. The development will meet the required density of the Very Low-Density Residential Zoning District with a proposed density of 2.8 units per acre. Exceptions to the 14,500 square foot minimum lot size are proposed.

### Canterbury Estates Petition

We the undersigned homeowners of Canterbury Estates/Wyndfair Estates respectfully oppose the vehicle access on the north end of Wyndfair Drive to Balisha Ranch Subdivision. Located in City of Turlock, Stanislaus County California.		
<u>Name</u>	<u>Address</u>	
Matt Lawler	1817 Tartan Rd	
Mark & Amanda Alberti	1907 Tartan Rd	
Brian & Kathy Wisler	1842 Tartan Rd	
Oscar & Julie Teague	1862 Tartan Rd	
Karyn & Tony Alamo	1802 Tartan Rd	
Peter & Cheryl Kelly	1812 Tartan Rd	
George & Laurie Jenkins	1827 Tartan Rd	
Anu & Ramandeep Sahota	1937 Tartan Rd	
Dennis & Irma Lawrence	1957 Tartan Rd	
Johnny & Fabiola Babasi	1867 Tartan Rd	
Eric & Gina Nies	1902 Tartan Rd	
Wallace Thompson	1807 Tartan Rd	
Jose & Veronica Cervantes	1947 Tartan Rd	
Cheryl Wright	1822 Tartan Rd	
Danielle & Joe Silveira	1847 Tartan Rd	
Doyle Parker	1917 Tartan Rd	
Robert & LeeAnn Layton Burns	1942 Tartan Rd	
Ron & Pam Martinez	1962 Tartan Rd	
Ken & Mary Weir	1933 Wyndfair Dr	
Kim & Marc Jalbert	1883 Wyndfair Dr	
Sue Vinh	1800 Wyndfair Dr	
Rafael & Norma Soria	1820 Wyndfair Dr	
Myron Sawicki	1880 Wyndfair Dr	
Michelle Wilson	1863 Wyndfair Dr	
Reza Vafadoust & Narges Puzouki	1900 Wyndfair Dr	

David & Denise Loomis	1903 Wyndfair Dr	
Nirbhai & Preet Hundal	1963 Wyndfair Dr	
Janet Guthmiller	1920 Wyndfair Dr	
Greg & Rebecca Calvin	1980 Wyndfair Dr	
Joy & Tony Pallios	1860 Wyndfair Dr	
Mary Lou Haney	1803 Wyndfair Dr	
Donna de Leon	1823 Wyndfair Dr	
Loren & Rita Holt	2000 Wyndfair Dr	2nd home, lives full time in NV
Robert & Faith Gallagher	1960 Wyndfair Dr	
Diana & Jose Brambila	1940 Wyndfair Dr	
Mauro & Elsa Moreno	1843 Wyndfair Dr	
Chris & Elizabeth Carlson	1923 Wyndfair Dr	
Rhonda & Geoffrey Harper	1941 Waring Rd	
Ramson & Joyce Mulhim	1921 Waring Rd	
Alison & Michael Allen	1961 Waring Rd	
Wendy Bonander	1901 Waring Rd	
Adam & Lisa Stewart	3051 Paisley Ln	
Eldo & Sabra Harris	2951 Paisley Ln	
Mike & Jenny Henderson	3101 Paisley Ln	
Andrew & Shawne Arnold	3001 Paisley Ln	

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

<b>IN THE MATTER OF ADOPTING THE</b>	}	<b>RESOLUTION NO. 2021-</b>
<b>MITIGATED NEGATIVE DECLARATION AND</b>	}	
<b>MITIGATION MONITORING AND REPORTING</b>	}	
<b>PROGRAM FOR REZONE 2021-01, PLANNED</b>	}	
<b>DEVELOPMENT 280 (PD 280)</b>	}	
<hr style="border: 1px solid black;"/>		

**WHEREAS**, Woodward Partners LLC has submitted an application to rezone one approximately 17.4-acre parcel zoned Very Low Density Residential within the East Tuolumne Master Plan to Planned Development 280 to allow for the development a 50 -lot single family residential subdivision; and

**WHEREAS**, the Planned Development would allow for deviations from the minimum lot size, lot dimensions, and setback development standards for the Very Low-Density Residential zoning district required in the East Tuolumne Master Plan; and

**WHEREAS**, the project will be developed generally in accordance with all other standards established for the Very Low Density Residential (R-E) zoning district; and

**WHEREAS**, a notice of intent to adopt a mitigated negative declaration for the project was mailed to applicable responsible and interested agencies on July 27, 2021; and

**WHEREAS**, a notice of intent to adopt a mitigated negative declaration was posted at the Stanislaus County Recorder’s Office on July 27, 2021; and

**WHEREAS**, duly noticed public hearing was held by the Planning Commission of the City of Turlock on September 2, 2021, to consider public input and testimony on the potential environmental impacts of the project; and

**WHEREAS**, the Planning Commission of the City of Turlock considered information provided in the Initial Study, the responses and comments on the Initial Study, and the comments received during the public hearing in making its findings and determinations, and recommended that the City Council adopt the Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring and Reporting Program; and

**WHEREAS**, the City Council of the City of Turlock held a duly noticed public hearing on October 12, 2021, to solicit public comment and testimony regarding the environmental document and the project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby adopt a Mitigated Negative Declaration of Environmental Effect, attached hereto as Exhibit 1, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
4. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR (City Council Resolution 2012-156). As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations, are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
5. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. No substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. That there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.
6. Pursuant to CEQA Guidelines Section 15162, having reviewed the General Plan EIR, the City of Turlock finds and determines that, based on substantial evidence in the light of the whole record, that new information of substantial importance shows that significant environmental effects have been identified, but that feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
7. The City has further determined, pursuant to CEQA Guidelines Section 15070(b) that:
  - a. Revisions to the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review, would avoid the effects or mitigate the effect to a point where clearly no significant effects would occur; and



- b. There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

**BE IT FURTHER RESOLVED** that the City Council of the City of Turlock does hereby adopt the Mitigation Monitoring and Reporting Program, attached hereto as Exhibit 2, required pursuant to Section 21081.6 of the Public Resources Code (CEQA) to ensure compliance with the required mitigation measures or project revisions during project implementation.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2021 by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

1. **Project Title:** Planned Development 280 (PD 280),  
Vesting Tentative Subdivision Map 2021-02  
(Balisha Ranch)
2. **Lead Agency Name and Address:** City of Turlock  
156 South Broadway, Ste. 120  
Turlock, CA 95380
3. **Contact Person and Phone Number:** Katie Quintero  
(209) 668-5640
4. **Project Location:** 2930 E. Tuolumne Road  
(Stanislaus County APNs 073-16-06)
5. **Project Sponsor's Name and Address:** Woodward Partners, LLC  
130 Julia Loop,  
Danville, CA 94506
6. **General Plan Designation:** Very Low Density Residential (VLDR)
7. **Master Plan:** East Tuolumne Master Plan
8. **Zoning:** Very Low Density Residential(R-E)
9. **Description of the Project:**

The project applicant proposes to subdivide approximately 17.4 acres into 50 single-family residential lots and one approximately .86-acre storm drainage basin within the East Tuolumne Master Plan (ETMP) Area. A Planned Development is proposed to allow for various deviations from the Very Low-Density Residential development standards in the East Tuolumne Master Plan (ETMP) detailed below. A dual use drainage basin will be installed and landscaped to handle the stormwater for the development as well as provide an open space area. The development will meet the required density of the Very Low-Density Residential Zoning District with a proposed density of 3 units per acre but exceptions to the 14,500 square foot minimum lot size are proposed as follows:

Lots 1 through 6 = 12,000 square feet;

Lots 7 through 15 and 22 through 32= 8,600 square feet

Lots 16 through 21= 8,000 square feet

Lots 33 through 37= 7,500 square feet

Lots 38 through 50= 11,000 square feet

Exceptions to the required setbacks are requested as detailed below:



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

### Development Standards for all lots

	ETMP Required Standard	Proposed Planned Development
Minimum Lot Width	90' minimum	70' minimum
Cul-De-Sac Minimum Frontage	60' minimum	40' minimum
<b>Corner Yard Setbacks:</b>		
Living Space (1 <sup>st</sup> Story)	25' minimum	20' minimum
Living Space (2 <sup>nd</sup> Story)	30' minimum	25' minimum
Garage	35' minimum	25' minimum

### Development Standards for lots 7 through 39

	ETMP Required Standard	Proposed Planned Development
<b>Front Yard Setbacks:</b>		
Porch	20' minimum	15' minimum
Living Space (1 <sup>st</sup> Story)	25' minimum	20' minimum
Living Space (2 <sup>nd</sup> Story)	30' minimum	25' minimum
Garage	35' minimum	25' minimum

**10. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)**

The project site is located within the East Tuolumne Master Plan area that was amended on December 9, 2014. The project site is currently 19.7 acres and is developed with two single family homes as well as an irrigate walnut orchard. A parcel map application is in process to split the 19.7-acre property into three lots. The split will create one 1.18-acre lot with one single family home, one 1-acre lot with one single family home and a 17.4-acre parcel as a remainder. The project is proposed on the 17.4-acre remainder.

The property is bounded on the north by E. Tuolumne Road. Across E. Tuolumne Road to the north are two single family subdivisions currently under construction. To the east of the project site is a 11.42-acre parcel zoned very low density residential within the East Tuolumne Master Plan area currently developed with a single-family home. To the south and west of the project site are developed single family home subdivisions.

**11. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).**

San Joaquin Valley Air Pollution Control District  
Regional Water Quality Control Board

**12. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality?**



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

The Yokuts tribe was contacted in writing on July 14, 2021 with the project description as part of the Early Public Consultation process. Consultation has not been requested by the Yokuts tribes for this project.

**NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.**

### 13. EARLIER ENVIRONMENTAL ANALYSES

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. [Section 15183]

#### 1) Earlier analyses used. (Available for review@ the City of Turlock –Development Services Department, 156 S. Broadway, Suite 120, Turlock, CA).

- City of Turlock General Plan, 2012 (City Council Resolution No. 2012-173)
- Turlock General Plan – EIR, 2012 (Turlock City Council Resolution No. 2012-156)
- City of Turlock, Housing Element, Certified in 2016
- City of Turlock, Water Master Plan Update, 2003 (updated 2009)
- Turlock Parks Master Plan, 1995 (Reviewed in 2003)
- City of Turlock, Waste Water Master Plan, 1991 (Draft Update 2014)
- City of Turlock, Storm Water Master Plan, 2013 (Adopted 2016)
- City of Turlock, Urban Water Management Plan, 2010 (Adopted 2011) (2015 Update Adopted in 2016)
- City of Turlock, Sewer System Master Plan, 2013
- Turlock Municipal Code
- City of Turlock Capital Facilities Fee Nexus Study (Turlock City Council Resolution No. 2013-202)
- Mitigated Negative Declaration for Prezone 2005-01 (East Tuolumne Master Plan).
- Traffic Analysis for East Tuolumne Master Plan – KD Anderson & Associates, Inc., August 2014
- Mitigated Negative Declaration for General Plan Amendment 2014-01, Rezone 2014-01 (East Tuolumne Master Plan Amendment) SCH#201406268 Adopted December 9, 2014, City Council Resolution 2014-205, City Council Resolution 1204-CS.
- *Phase I Environmental Site Assessment May 19, 2021 prepared by Quality Control Southwest, Inc.*



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

**2) Impacts adequately addressed. (Effects from the checklist below, were within the scope of, and adequately analyzed during an earlier document pursuant to applicable legal standards, and such effects were addressed by mitigation measures based on the earlier analysis).**

As identified in the Turlock General Plan Environmental Impact Report (EIR), development in the project area would result in significant, and unavoidable, impacts in the areas of transportation/traffic, noise, regional air quality, and the eventual loss of agricultural land and soil resources. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in this initial study. The intensity of the proposed development will result in project level impacts that are equal to, or of lesser severity, than those anticipated in the General Plan EIR, and they would not be different from cumulative effects anticipated by the Turlock General Plan EIR. Potential secondary environmental impacts from the project will be of equal or lesser severity than those identified in the General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and their respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

**3) Mitigation Measures. (For effects that are “Less than Significant with Mitigation Incorporated,” describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.**

Project-level impacts will be mitigated by application of mitigation measures identified in this initial study, and by appropriate conditions of approval. All cumulative environmental effects related to the ultimate development of the project area will be mitigated through compliance with the policies, standards, and mitigation measures of the Turlock General Plan and the General Plan EIR, as well as the standards in the East Tuolumne Master Plan and the Turlock Municipal Code, that are herein incorporated by reference where not specifically identified.

The project is not located on a site which is included in one or more Hazardous Waste and Substance Site List, compiled pursuant to California Government Code Section 65962.5.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below ( X ) could be potentially affected by this project. However, these impacts would result in a less than significant on the environment by incorporating appropriate mitigation measures.

	Aesthetics		Hazards & Hazardous Materials	X	Transportation
X	Agricultural and Forestry Resources	X	Hydrology/Water Quality		Tribal Cultural Resources
X	Air Quality		Land Use/Planning	X	Utilities/Service Systems
X	Biological Resources		Mineral Resources		Wildfire
X	Cultural Resources	X	Noise	X	Mandatory Findings of Significance
X	Energy		Population/Housing		



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

X	Geology/Soils	X	Public Services		
X	Greenhouse Gas Emissions		Recreation		

**RECOMMENDED FINDINGS:** Pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15168(c)(1), the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR (City Council Resolution 2012-156). As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations, are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. No substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. That there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

**DETERMINATION:** (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project <b>COULD NOT</b> have a significant effect on the environment, and a <b>NEGATIVE DECLARATION</b> will be prepared.	
I find that although the proposed project could have a significant effect on the environment,	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DEDCLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Kathy Luont      7/27/2021  
Signature    Date



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

## EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Potentially Significant Unless Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, “Earlier Analysis,” may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
  - (a) Earlier Analysis Used. Identify and state where they are available for review.
  - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - (c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.





## CITY OF TURLOCK INITIAL STUDY CHECKLIST

- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>1. Aesthetics</b> – Except as provided in Public Resources Code Section 21099 would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
<b>Response:</b>				
<p>a) <b>The proposed project is located in a primarily urbanized area surrounded by a mix of residential uses. The General Plan EIR notes that the primary scenic views lie on the City’s boundary, at its agricultural edge. The General Plan recognizes the relatively flat topography of Turlock results in few scenic vistas. The General Plan further concludes within most of the existing urbanized area, infill development and redevelopment would not have a significant effect on the visual quality of the city, because new development would likely be similar in scale and character to existing development. The proposed buildings will not exceed 35-feet in overall height, which is within the maximum height limit allowed in the Low Density and Very Low Zoning Districts. The maximum height limit in the surrounding residential zoning districts is 35-feet, therefore the buildings will be in scale with the surrounding buildings. Pursuant to CEQA §15162, the project will not create any adverse aesthetic impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.</b></p>				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) There are no scenic or historic resources on the project site. A site visit conducted by staff on July 28, 2021 confirmed the property currently has no historic buildings, or other distinctive natural or historic resources. State scenic highways refer to those highways that are officially designated by the California Department of Transportation (Caltrans) as scenic. There are currently no highways in the General Plan study area eligible or officially designated as scenic highways by The Master Plan of State Highways Eligible for Official Scenic Highway Designation. The nearest State scenic highway is State Highway 5, which is designated scenic from the Merced county line to the San Joaquin county line. State Highway 5 is located approximately 20 miles from the project site. Due to the distance and intervening topography the project site would not be visible.

c) The project would convert vacant land to urban uses, thereby changing the existing visual character and quality of the site. The proposed project is consistent with the East Tuolumne Master Plan subdivision design and circulation system. The policies contained in the General Plan and the East Tuolumne Master Plan will ensure that residential development within the subdivision will include visual interest and variety and are designed to be compatible with the surrounding neighborhoods. Streetscapes will include landscaping to enhance the visual quality within the project area. To insure compliance with this standard, the project specific mitigation measures have been incorporated into the project to reduce the impact to a less than significant level.

d) The development of the project area with approximately 50 single-family dwellings will produce additional light and glare from street lighting and on-site security lighting. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR. In accordance with the Turlock Municipal Code, all types of illumination in the master plan area shall not be a source of light and glare upon adjoining developments. To insure compliance with this standard, the project specific mitigation measures have been incorporated into the project to reduce the impact to a less than significant level.

**Sources:** *City of Turlock, General Plan and MEIR, 2012; Aesthetics and Visual Resources, City Design Element, 2012; City of Turlock, Standard Specifications, Section 18; City of Turlock Beautification Master Plan, 2003; Caltrans Scenic Highway Program;*



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Mitigation:**

1. Prior to the issuance of a building permit, the developer shall submit proposed house plans (including both master plans and custom-built homes) to the Planning Division for review and approval to ensure compliance with Chapter 3 (Community Character and Design Guidelines) of the East Tuolumne, and General Plan Policy 3.7-q (Visual interest and compatibility in residential design).
2. Prior to the approval of a grading and/or encroachment permit, the developer shall submit an improvement plan and landscaping plan for review and approval by the Planning Division to ensure that public rights-of-way are developed in accordance with Chapter 2 (Circulation) of the East Tuolumne Master Plan and General Plan Policy 6.3-d (Provide attractive, landscaped streetscapes).
3. Prior to the issuance of a building permit, a lighting plan shall be submitted to the Planning Division for review and approval to ensure that all lighting is designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.
4. Lighting shall be oriented to minimize impacts upon existing and planned residences. Future residential developments shall mitigate the impacts of light and glare sources through project design.
5. Sources of high illumination shall be separated from light-sensitive receptors.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<p><b>2. Agriculture and Forestry Resources</b> - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the states inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
<p>a) Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources agency, to non-agricultural use?</p>		X		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) Conflict with existing zoning for agricultural use of a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

- a) The development of this proposed project would result in a loss of Prime Farmland, as identified by the CA Department of Conservation Farmland Mapping and Monitoring Program, however, the loss of farmland within the project area has been analyzed in the General Plan EIR and was considered a significant impact that cannot be mitigated. Consequently, the City Council of the City of Turlock adopted a Statement of Overriding Considerations for the General Plan (Turlock City Council Resolution No. 2012-156), stating that the social and economic benefits of converting the farmland outweighed the adverse environmental effects (CEQA Guidelines § 15093). This Statement of Overriding Considerations included the farmland on the subject site.

The project does not propose any changes to the General Plan, changes in circumstance, or new information that would cause substantial agricultural impacts that were not considered in the 2012 General Plan EIR. The project lies within the municipal boundary of the City of Turlock and the project will develop in accordance with the East Tuolumne Master Plan. General Plan Policy 3.1-g (Master Plan Areas) ensures that agricultural land is utilized and developed in an orderly manner and is not prematurely converted by establishing that master plans shall be developed once 70% of the building permits in a previous master plan area are issued. The East Tuolumne Master Plan area was originally approved in 2003 and amended in 2014 to increase densities to reduce the conversion of farmland to urban uses in accordance with General Plan Policy 7.2-e (Require Compact Development).

Pursuant to CEQA §15162, this project will not create any new significant environmental impacts related to agricultural resources and therefore no additional environmental documentation is warranted. Pursuant to CEQA §15183, this project is consistent with the General Plan and no additional environmental review is needed because there are no agricultural impacts peculiar to the project, no new significant agricultural impacts, no new offsite and cumulative agricultural impacts, or no agricultural impacts that are more significant than described in the prior General Plan EIR.

In addition, new subdivisions in the project area are required to record a Right-to-Farm Notice on all new lots to ensure that residents are aware of the impacts of agricultural operations located in the county.

- b) The property is not enrolled in Williamson Act contracts or adjacent to any properties that are enrolled in the Williamson Act. The site is zoned for urbanized uses and will not conflict with any agricultural zoning districts or land held in Williamson Act Contract.

- c), d) The project site is located within the City of Turlock in an area designated for urban uses. There are no forest lands or timberlands within the City of Turlock.

- e) Agricultural operations in the vicinity of the proposed project may be affected by the development of residential development proposed by the project. To mitigate this impact, the General Plan includes 7.2-J (Support Right to Farm) to ensure compliance with the County's Right to Farm Ordinance. The City has enacted a Right-to-Farm ordinance, consistent with the County's Ordinance to ensure notices are recorded on the deed of each new lot created in the project area.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Sources:** CA Dept. of Conservation Farmland Mapping and Monitoring Program, 2016; City of Turlock, General Plan, Land Use Element, 2012; City of Turlock, General Plan EIR, 2012;

**Mitigation:**

None required.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
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**3. Air Quality** - Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?		X		
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?		X		
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?			X	

**Response:**

a), b), c) The project will not conflict with, or obstruct, implementation of the 2007 PM10 Maintenance Plan, the 2016 Ozone Plan, or the 2012, 2015 and 2018 PM2.5 Plan or related subsequent progress reports of these plans. SJVAPCD has established thresholds for ROG, NOx, PM 10 & PM 2.5 emissions. The project will be subject to San Joaquin Valley Air District rules and regulations designed to control criteria pollutants, such as Rule 9510 and Regulation VIII. The project is required to obtain these permits to construct and operate. As such, the project is not expected to cause a conflict with, or obstruct implementation of applicable air quality plans.

Based on the CalEEMod 2020.4.0 analysis run on July 27, 2021, the project is located in an urbanized area surrounded by residential uses in Climate Zone 3, wind speeds 2.2 m/s, and 46 days precipitation frequency. When the construction emissions and operational emissions were calculated in the CalEEMOD models, it was found that emissions would not exceed the established Air Quality Thresholds of Significance for both Construction and Operational Emissions for ROG (10 tons per year), NOx (10 tpy), PM 10 (15 tpy) & PM 2.5 (15 tpy) emissions. The construction



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

emissions and operational emissions calculated in the CalEEMOD 2020.4.0 model, will not exceeded 5 tons per year for each of the established thresholds for ROG, NOx, PM 10 & PM 2.5.

### Overall Construction Emissions

CalEEMOD 2020.4.0: ROG 1.3552 tpy, NOx 2.5079 tpy, CO 2.412 tpy SO2 5.200e-003 tpy, PM<sub>10</sub> .4393 tpy and PM<sub>2.5</sub>0.2369 tpy.

### Overall Operational Emissions

CalEEMOD 2020.4.0: ROG 1.1798 tpy, NOx .5158 tpy, CO 5.3989 tpy SO2 .0133 tpy, PM<sub>10</sub> .9034 tpy and PM<sub>2.5</sub>.5281 tpy.

Furthermore, to ensure compliance with District standards the mitigation measures identified below will be incorporated as conditions of approval for the project.

The project will not violate any air quality standards, result in cumulatively considerable net increase of any criteria pollutant, or expose sensitive receptors to substantial pollutant concentrations. Compliance with the General Plan policies and standards, and the SJVAPCD Rules and Regulations is expected to reduce the project impacts; however, the Turlock General Plan EIR found that there would be significant and unavoidable air quality impacts even with implementation of these measures with the build out of the General Plan primarily due to local and regional vehicle emissions generated by future population growth associated with the build out of the proposed plan. A Statement of Overriding Considerations has been adopted as part of that process.

Additionally, the City of Turlock adopted an Air Quality and Greenhouse Gas Emissions Element demonstrating that the General Plan would reduce greenhouse gas emissions. Compliance with the State's greenhouse gas emissions targets for 2030 relied on the adoption of the regional Sustainable Communities Strategy (SCS). StanCOG's SCS has been adopted and was approved by the California Air Resources Board. StanCOG has found that the City of Turlock's General Plan complies with the SCS. This project is consistent with the General Plan; therefore, the project is expected to have a less than significant impact on greenhouse gas emissions.

- d) The proposed residential development will not produce other pollutants such as odors. The proposed development is not expected to expose sensitive receptors to increased pollutants. The project may produce odors during the construction phase, however, these impacts are short-term in nature and are anticipated to be of a less-than-significant impact.





# CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Sources:** *San Joaquin Valley Unified Air Pollution Control District 2016 Plan for the 2008 8-Hour Ozone Standard, 2010 PM-10 Maintenance Plan, 2012 and 2015 PM-2.5 Plan; SJVAPCD's Guide For Assessing and Mitigating Air Quality Impacts (revised March 19, 2015); California Air Resources Board Air Quality and Land Use Handbook; A Community Health Perspective; Turlock General Plan EIR, 2012, Turlock General Plan, Air Quality and Greenhouse Gas Element Section, 2012; Statement of Overriding Considerations (Turlock City Council Resolution 2012-156); StanCOG Regional Transportation plan/Sustainable Communities Strategy Letter of Consistency for the Turlock General Plan dated January 25, 2015; SJVUAPCD (June 2005) Air Quality Guidelines for General Plans; Planned Development 278 CalEEMod Air Quality Analysis report dated July 27, 2021 available upon request;*

**Mitigation:**

1. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations. The applicant shall contact the SJVAPCD prior to submitting an application for a building, grading and/or encroachment permit. Compliance with Rule 9510 shall be demonstrated to the Planning Division prior to the issuance of a building permit.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>4. Biological Resources - Would the project:</b>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?		X		
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Wildlife Service?				X



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

<p>c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p>				X
<p>d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?</p>		X		
<p>e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p>				X
<p>f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?</p>				X



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

a) The General Plan states that the Study Area contains mostly human-modified habitats, with almost all the land being urban (52%) or under agricultural production (46%). The General Plan further states that development proposed under the General Plan would be situated on infill sites or land contiguous to existing development. The proposed residential development is on an underdeveloped parcel currently containing two single family residences and a walnut orchard, surrounded on two sides with existing single-family subdivisions with two new subdivisions under construction across the street. Located in a partially urbanized area the project site is surrounded by a mix of residential uses. The proposed project would not have any direct effects on species, riparian habitat, wetlands, nor would it interfere with the movement of any resident or migratory fish, conflict with policies protecting biological resources or the provisions of an adopted Habitat Conservation Plan. Virtually all of the land within the urban boundaries of Turlock, as well as unincorporated land within the City's Sphere of Influence, have been modified from its native state, primarily converted into urban or agricultural production.

The California Natural Diversity Database has identified two special-status species within the General Plan Study area, the Swainson's Hawk and the Hoary bat. While the General Plan Study Area does not contain land that is typical for the Hawk's breeding and nesting, it is presumed to be present and mitigation measures have been incorporated to address any potential impacts. The proposed project site is underdeveloped. The Hoary bat is not listed as a Species of Special Concern by the California Department of Fish and Wildlife but it is monitored in the CNDDDB. The subject site is out of the area in which the Hoary bat is presumed to be present. Due to the property's proximity to urban development, the property has little habitat value for these species. Mitigation measures identified in the General Plan EIR, (General Plan Policy 7.4-d), consistent with the comments received on the Turlock General Plan, have been added to the project to reduce the impacts of the project to a less than significant level. The General Plan concludes that potential impacts on biological resources would be reduced to less than significant through implementation of General Plan policies, as well as regional, State, and federal regulations.

b) There are no rivers, lakes or streams located within the City of Turlock. There are no irrigation facilities, such as canals, located on or adjacent to the project site. Therefore, the project will have no impact on riparian habitats or species.

c) The General Plan EIR identifies the federally protected wetlands located within the City of Turlock and the surrounding Study Area. These areas are located west of Highway 99 and are not identified on the subject property.

d) The project is located within the City of Turlock in an urbanized and partially developed area. No migratory wildlife corridors have been designated on, near or through the project site; therefore, the project would not impede the movement of any resident or migratory fish or wildlife species. The General Plan identifies mitigation measures that will be incorporated in to the project requiring the investigation of the existence of any wildlife nursery sites on the project site.

e) There are no natural features on the undeveloped property that offer habitat opportunities.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**f) There is no Habitat Conservation Plan, Natural Conservation Community Plan, other approved local or regional conservation plan that encompasses the project site.**

**Sources:** *California Dept. of Fish & Wildlife: Natural Diversity Data Base; California Native Plant Protection Act; U.S. Dept. of Agriculture: Land Capability Classification Maps; California Dept. of Conservation: Important Farmlands Maps & Monitoring Program; Stanislaus County Williamson Act Contract Maps; Turlock General Plan, Conservation Element, 2012; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998*

**Mitigation:**

1. GP 7.4-e, 7.4-f ; If ground disturbing activities, such as grading, occurs during the typical nesting season for songbirds and raptors, February through mid-September, the developer is required to have a qualified biologist conduct a survey of the site no more than 10 days prior to the start of disturbance activities. If nests are found, no-disturbance buffers around active nests shall be established as follows until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer on the nest for survival: 250 feet for non-listed bird species; 500 feet for migratory bird species; and one-half mile for listed species and fully protected species.
2. GP 7.4-e, 7.4-f; If nests are found, they should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences the nest shall be continuously monitored to detect any behavioral changes as a result of the project. If behavioral changes are observed, the work causing the change should cease and the Department consulted for additional avoidance and minimization measures.
3. GP 7.4e, If Swainson’s Hawks are found foraging on the site prior to or during construction, the applicant shall consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures. Mitigation may include, but are not limited to: establishing a one-half mile buffer around the nest until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer dependent on the nest for survival. Mitigating habitat loss within a 10 mile radius Mitigating habitat loss within a 10 mile radius of known nest sites as follows: providing a minimum of one acre of habitat management land or each acre of development for projects within one mile of an active nest tree. Provide a minimum of .75 acres of habitat management land for each acre of development for projects within between one and five miles of an active nest tree. Provide a minimum of .5 acres of habitat management land for each acre of development for projects within between five and 10 miles of an active nest tree.
4. GP 7.4e, The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.

	Potenti	Less	Less	NO
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## CITY OF TURLOCK INITIAL STUDY CHECKLIST

	ally Signific ant Impact	Than Significa nt Impact With Mitigatio n	Than Signific ant Impact	Impact
<b>5. Cultural Resources - Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?		X		
c) Disturb any human remains, including those interred outside of formal cemeteries?		X		
<b><u>Response:</u></b>				
<p>a) The project would not alter or destroy any historic archaeological site, building, structure, or object, nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses. The City of Turlock consulted with California Native American tribes as required under SB 18 when developing the General Plan EIR. The closest historic resource identified in the General Plan EIR is located more than 1.5 miles away. In addition, the City has conducted a Cultural Records Search as part of the Turlock General Plan and found no evidence of significant historic or cultural resources on or near this site.</p>				
<p>b) and c) As a result of many years of extensive agricultural production, virtually all of the land in the City of Turlock has been previously altered from its native or riparian state. The project would not alter or destroy any historic archaeological site, building, structure, or object, nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses. The City of Turlock consulted with California Native American tribes as required under SB 18 when developing the General Plan EIR. The closest historic resource identified in the General Plan EIR is located more than 1.5 miles away. In addition, the City has conducted a Cultural Records Search as part of the Turlock General Plan and found no evidence of significant historic or cultural resources on or near this site. As a result of many years of extensive agricultural production virtually all of the land in the Plan area has been previously altered from its native or riparian state. There are no known sites of unique prehistoric or ethnic cultural value. Mitigation measures have been added in the event anything is discovered during construction.</p>				
<p><b><u>Sources:</u></b> <i>Turlock General Plan, Conservation Element, 2012; City of Turlock General Plan EIR, 2012; Cultural Resources Records Search, 2008</i></p>				
<b><u>Mitigation:</u></b>				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

1. GP 7.5a, 7.5c, In accordance with State Law, if potentially significant cultural, archaeological, or Native American resources are discovered during construction, work shall halt in that area until a qualified archaeologist can assess the significance of the find, and, if necessary develop appropriate treatment measures in consultation with Stanislaus County, Native American tribes, and other appropriate agencies and interested parties.
  
2. GP 7.5a, 7.5c , If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>6. Energy – Would the project:</b>				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?		X		
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?		X		
<b>Response:</b>				
a) and b) The residential project is proposed on underdeveloped property surrounded by residential uses and is zoned and planned for the intended use. The project site is easily accessed by the existing roadway infrastructure. The homes will have access to existing electrical and telecommunication services. No new transportation, electrical or telecommunication facilities are required to support the project leading to unnecessary consumption of energy resources. Compliance with the California Green Building Standards Code and the San Joaquin Valley Air Pollution Control District standards during construction and operation of the project will further ensure the efficient consumption of energy resources.				
<b>Sources:</b> <i>Turlock General Plan, Conservation Element, Air Quality &amp; Greenhouse Gases Element, 2012; California Building Standards Code.; San Joaquin Valley Air Pollution Control District</i>				
<b>Mitigation:</b>				
1. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.				
2. The project shall comply with the California Green Building Code Standards (CBC),				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

requirements regulating energy efficiency.				
	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>7. Geology and Soils - Would the project:</b>				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.		X		
ii) Strong seismic ground shaking?		X		
iii) Seismic-related ground failure, including liquefaction?		X		
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?		X		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?		X		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	
<b>Response:</b> a) Several geologic hazards have a low potential to occur within the Turlock General Plan study area. The greatest seismic hazard identified in the Turlock General Plan EIR is posed by ground shaking from a fault located at least 45 miles away. While no specific liquefaction hazard is located within the Turlock General Plan study area, the potential for liquefaction is recognized throughout the San Joaquin Valley. The risk to people and structures was identified as a less than significant impact addressed through compliance with the California Building Codes. Turlock is located in Seismic Zone 3 according to the State of California and the Alquist-Priolo Special Study Zones Act. All building permits are reviewed to ensure compliance with the California Building Code (CBC) for compliance with standards to reduce the potential damage that could be associated with seismic events. The property is flat and is not located adjacent to areas subject to landslides. In addition, the City enforces the provisions of the Alquist-Priolo Special Study Zones Act that limits development in areas identified as having special seismic hazards.				
b) and c) The General Plan EIR notes that soils on this project site have a “low” susceptibility to soil erosion. Erosion hazards are highest during construction. Chapter 7-4 of the Turlock Municipal Code requires all construction activities to include engineering practices for erosion control. Furthermore, future development projects are required to comply with National Pollutant Discharge Elimination System (NPDES) General Construction Permit requirements. Project applicants are required to prepare a Storm Water Pollution Prevention Plan (SWPP) and comply with the City’s Municipal Separate Storm Sewer System permit (MS4) to minimize the discharge of pollutants during and post-construction. Compliance with existing policies and programs will reduce this impact to less than significant levels.				
d) Less than one percent of the soils located in the General Plan study area are considered to have moderate potential for expansion. As required by the Turlock Municipal Code, building permit applications must be accompanied by a preliminary soil management report that characterizes soil properties in the development area.				
e) Development within the project area will be required to connect to the City of Turlock’s waste water system and will not utilize any type of septic system or alternative wastewater system.				
f) As a result of many years of extensive agricultural production, virtually all of the land in the City of Turlock has been previously altered from its native state.				
<b>Sources:</b> California Uniform Building Code; City of Turlock, Standard Specifications, Grading Practices; City of Turlock Municipal Code, Title 8, (Building Regulations); City of Turlock, General Plan, Safety Element, 2012;				





## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Mitigation:**

1. GP 10.2-a, 10.2-b; The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
2. GP 10.2-a, 10.2-b, The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.
3. GP 10.2-1, 10.2-b; The project shall comply with the California Building Code (CBC), requirements regulating grading activities including drainage and erosion control.
4. GP 10.2-h; The project shall comply with the City's NPDES permitting requirements by providing a grading and erosion control plan, including but not limited to the preparation of a Storm Water Pollution Prevent Plan and Erosion and Sediment Control Plan.
5. GP 10.2-a, 10.2-b, 10.2-g; The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>8. Greenhouse Gas Emissions - Would the project:</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		X		
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

a), b) The proposed residential development is proposed on parcels zoned for the intended use, located in an urbanized area surrounded by a mix of residential uses.

Based on the CalEEMod 2020.40.0 analysis run on July 27, 2021, the project is located in an urbanized area surrounded residential uses in Climate Zone 3, wind speeds 2.2 m/s, and 46 days precipitation frequency. When the construction emissions and operational emissions were calculated in the respective CalEEMOD models, it was found that emissions would not exceed the established Air Quality Thresholds of Significance for both Construction and Operational Emissions for ROG (10 tons per year), NOx (10 tpy), PM 10 (15 tpy) & PM 2.5 (15 tpy) emissions.

**Overall Construction Emissions**

CalEEMOD 2020.4.0: ROG 1.3552 tpy, NOx 2.5079 tpy, CO 2.412 tpy SO2 5.200e-003 tpy, PM<sub>10</sub> .4393 tpy and PM<sub>2.5</sub>0.2369 tpy.

**Overall Operational Emissions**

CalEEMOD 2020.4.0: ROG 1.1798 tpy, NOx .5158 tpy, CO 5.3989 tpy SO2 .0133 tpy, PM<sub>10</sub> .9034 tpy and PM<sub>2.5</sub>.5281 tpy.

Additionally, the City of Turlock adopted an Air Quality and Greenhouse Gas Emissions Element demonstrating that the General Plan would reduce greenhouse gas emissions. Compliance with the State's greenhouse gas emissions targets for 2030 relied on the adoption of the regional Sustainable Communities Strategy (SCS). StanCOG's SCS has been adopted and was approved by the California Air Resources Board. Furthermore, StanCOG has found that the City of Turlock's General Plan complies with the SCS. This project is consistent with the General Plan and the NWTSP; therefore, the project is expected to have a less than significant impact on greenhouse gas emissions.

**Sources:** City of Turlock 2012 General Plan, Air Quality and Greenhouse Gases chapter; AB 32 Scoping Plan; 2014 Stanislaus Council of Governments Regional Transportation Plan and Sustainable Communities Strategy; Planned Development 278 CalEEMod Air Quality Analysis report dated July 27, 2021 available upon request.

**Mitigation:**

1. GP 8.1-b, 8.1-j, 8.1-l; The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.

	Potentially Significant Impact	Less Than Significant Impact With	Less Than Significant	No Impact
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## CITY OF TURLOCK INITIAL STUDY CHECKLIST

		Mitigation	Impact	
<b>9. Hazards and Hazardous Materials - Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area			X	
f) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				X
<b>Response:</b>				
a) b) and c) The residential development does not propose any industrial process or commercial operation that would create the risk of explosion or release of hazardous substances through the transport or accidental use of hazardous materials.				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

<p>d) The General Plan EIR does not identify any active cleanup sites located on or near the project site. In addition, the project is not located on a site which is included in one or more Hazardous Waste and Substance Site List, compiled pursuant to California Government Code Section 65962.5. There are no evidence of recognized environmental conditions (REC), controlled RECs or historical RECs in conjunction with the subject site. The Phase I Environmental Site Assessment prepared by Quality Control Southwest Inc. on May 19, 2021 found there were no features and/or conditions indicating the presence or likely presence of hazardous substances.</p>
<p>e) The project site is not located within two miles of a public airport or public use airport and is not located within a planning area boundary for an airport. A private airstrip serving a local pilot is located at 2707 East Zeering Road (APN 073-004-004), approximately 0.75 miles north of the project site. The Stanislaus County Zoning Ordinance has established a 1,000 foot radius around the perimeter of a private strip as a clear area not suitable for most types of development. The project site is located outside of the 1,000 foot radius. Further, the Federal Aviation Administration (FAA) has established regulations for flight operations near built-up areas. Therefore, any future development of the project site with a residential subdivision will not result in a safety hazard for people residing in the area. However, noise generated from the operation of this airstrip may cause some degree of infrequent annoyance to future residents of this project site. Therefore, to disclose this information to future residents, the following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."</p>
<p>f) The proposed project will not impair the implementation of an adopted emergency response/evacuation plan. The project generates traffic that is consistent with the projections contained within the Turlock General Plan EIR. The General Plan EIR found that anticipated growth, and the resulting traffic levels, would not impeded emergency evacuation routes or otherwise prevent public safety agencies from responding in an emergency.</p>
<p>g) There are no designated wildland fire areas within or adjoining the project site.</p>
<p><b>Sources:</b> <i>City of Turlock, Emergency Operation Plan, 2017; Local Hazard Mitigation Plan, 2010-2015; Stanislaus County Airport Land Use Commission Plan, 1978, amended May 20, 2004, updated October 6, 2016; Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan, updated 2016; City of Turlock, General Plan, Safety Element, 2012; City of Turlock, Municipal Code, Title 8, (Building Regulations) Phase I Environmental Site Assessment May 19, 2021</i></p>
<p><b>Mitigation:</b></p> <p>None required.</p>

	Potentially	Less Than	Less Than	No
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## CITY OF TURLOCK INITIAL STUDY CHECKLIST

	Significant Impact	Significant Impact With Mitigation	Significant Impact	Impact
<b>10. Hydrology and Water Quality – Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?		X		
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would?		X		
i) Result in substantial erosion or siltation on- or off-site;				
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;				
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				
iv) Impede or redirect flood flows?				
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?		X		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

a) The proposed residential development will be required to comply with the Regional Water Quality Control Board's construction requirements to reduce the potential impact of pollution from water runoff at the time of construction and post-construction. Upon development, the project will be required to connect to City utility systems, including water and sewer; therefore, development of the project area would not result in water quality or waste discharge violations.

b) The proposed development lies within the City of Turlock. The City has developed an Urban Water Management Plan (UWMP) that evaluates the long-range water needs of the City including water conservation and other measures that are necessary to reduce the impact of growth on groundwater supplies. The project has been reviewed by the City of Turlock Municipal Services, the water provider for the City of Turlock, and no concerns were raised regarding the ability of the City to provide adequate potable water to the project.

c), d) and e) The City of Turlock requires that all development construct the necessary storm water collection systems to convey runoff to detention basins within the project area. Grading plans for construction within the project area will be reviewed to ensure compliance with the Regional Water Quality Control Board's regulations and the City's NPDES discharge permit. Grading and improvement plans for the project are required and will be reviewed by the Engineering Division to ensure that storm water runoff from the project area is adequately conveyed to the storm water collection system that will be implemented with the project.

The project site is not located in a flood area. The project does not involve property acquisition, management, construction or improvements within a 100 year floodplain (Zones A or V) identified by FEMA maps, and does not involve a "critical action" (e.g., emergency facilities, facility for mobility impaired persons, etc.) within a 500 year floodplain (Zone B). The entire City of Turlock is located in Flood Zone "X", according to FEMA. The City of Turlock's Community Number is 060392; Panel Numbers are: 0570E, 0600E, 0800E, 0825E. Revised update September 26, 2008.

The project site is located outside the Dam Inundation Area for New Don Pedro Dam and for New Exchequer Dam (the two inundation areas located closest to the City of Turlock Municipal Boundary).

**Sources:** *Federal Emergency Management Agency Floodplain regulations; City of Turlock, Storm Drain Master Plan, 1987; Turlock General Plan EIR, 2012; Turlock General Plan, 2012; City of Turlock, Water Master Plan Update, 2009; City of Turlock, Storm Water Master Plan, 2013; City of Turlock Urban Water Management Plan, 2010 (Adopted 2011), 2015 Updated Adopted in 2016; City of Turlock Sewer System Master Plan, 2013; City of Turlock, Municipal Code, Title 9, Chapter 2, Water Conservation Landscape Ordinance; Central Valley Regional Water Quality Control Board comment letter dated February 27, 2019.*



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Mitigation:**

1. GP 3.3-a, 3.3-f, The project shall connect to the City's Master Water and Storm Drainage System.
2. GP 3.3-o, 3.3-ae, 6.4-f, The project shall comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality. The applicant shall conform to the requirements of the Construction Storm Water General Permit and the Municipal Separate Storm Sewer System (MS4) Permit, including both Best Management Practices and Low Impact Development (post-construction) requirements.
3. If the project includes construction dewatering and it is necessary to discharge the groundwater to water of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit.
4. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system. If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United State Army Corps of Engineers (USACOE). If a USACOE permit or any other federal permit is required for this project due to the disturbance of water of the United States then a Water Quality Certification must be obtained from the Central Valley Water Board prior to the initiation of project activities. If the USCACOE determines that only non-jurisdictional water of the State are present in the proposed project are, the proposed project will require a Waste Discharge Requirements permit to be issued by the Central Valley Water Board.
5. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
6. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
7. A spill prevention and cleanup plan shall be implemented.
8. GP 3.3-ae, The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches. A General Construction permit shall be obtained from the State Water Resources Control Board, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented as part of this permit.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>11. Land Use Planning – Would the project:</b>				
a) Physically divide an established community?				X



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	
<b>Response:</b> a) The proposed project will not physically divide an established community. The project is located in an urbanized area and surrounded by a mix of residential uses the project is proposed to be constructed on a parcel zoned for the intended use. The project is located within the East Tuolumne Master Plan area identified in the City of Turlock General Plan and is consistent with that development plan. a)				
b) The proposed project is a residential subdivision proposed to be constructed on a parcel designated for Residential uses. The proposed use and density is consistent with the General Plan and East Tuolumne Master Plan and the RE zoning for the property.				
<b>Sources:</b> <i>Turlock General Plan, 2012 &amp; Adopted Housing Element, 2014-23; City of Turlock General Plan EIR, 2012; Turlock Municipal Code, Title 9, Chapter 3; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998</i>				
<b>Mitigation:</b>  None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>12. Mineral Resources – Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X





## CITY OF TURLOCK INITIAL STUDY CHECKLIST

<p><b><u>Response:</u></b>  a), b) Any development that may ultimately occur in the City does result in the utilization of natural resources (water, natural gas, construction materials, etc.); however, these resources will not be depleted by this project. The only known mineral resources within the City of Turlock are sand and gravel from the Modesto and Riverbank formations. The project will result in only minor excavation of the site.</p>
<p><b><u>Sources:</u></b> <i>City of Turlock, General Plan, Conservation Element, 2012</i></p>
<p><b><u>Mitigation:</u></b>   None required.</p>

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>13. Noise – Would the project result in:</b>				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Generation of excessive groundborne vibration or groundborne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

### Response:

a) The project area is not located in an existing or future noise contour area as identified by the Turlock Area General Plan EIR. A future expressway connection may be constructed east of the project site near Waring Road but the exact location and timing are unknown at this time. The potential impact and mitigation required for construction of the expressway will be analyzed as part of that project. The proposed residential development is located in a partially urbanized area and is surrounded by residential uses. The residential uses are sensitive receptors and the project will increase existing ambient noise levels associated with development of an undeveloped property. Typical ongoing noise would most likely be generated by mechanical equipment such as heating, ventilation, and air-conditioning equipment. The General Plan and City Noise Ordinance (TMC 5-28-100ART) establish noise standards that must be met for all new development. The proposed residential development is not anticipated to generate noise levels in excess of the standards established in the General Plan or City Noise Ordinance. Furthermore, the project is subject to the City's noise ordinance which prohibits construction on weekdays from 7:00 p.m. to 7:00 a.m., on weekends and holidays from 8:00 p.m. to 9:00 a.m. Turlock's Noise Ordinance (TMC 5-28-100ART) standards and enforcement mechanisms would apply.

b) Project-related construction will result in short-term increases in noise levels and vibration on and immediately surrounding the project site. The standards of Turlock's Noise Ordinance (TMC5-28-100ART) are applicable to the development during construction and occupancy. The City's ordinance addresses both temporary construction-related noise as well as ongoing noise from equipment and other operations of this facility. The project is subject to the City's noise ordinance which prohibits construction on weekdays from 7:00 p.m. to 7:00 a.m., on weekends and holidays from 8:00 p.m. to 9:00 a.m. The project is subject to the City's noise ordinance which requires reduced noise levels from 10:00 p.m. to 7:00 a.m.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

c) The project site is not located within two miles of a public airport or public use airport. Therefore, the project will not be impacted by noise from the operations of any public or airport. A private airstrip serving a local pilot is located at 2707 East Zeering Road (APN 073-004-004), approximately 0.75 miles north of the project site. The Stanislaus County Zoning Ordinance has established a 1,000 foot radius around the perimeter of a private strip as a clear area not suitable for most types of development. The project site is located outside of the 1,000 foot radius. Further, the Federal Aviation Administration (FAA) has established regulations for flight operations near built-up areas. Therefore, any future development of the project site with a residential subdivision will not result in a safety hazard for people residing in the area. However, noise generated from the operation of this airstrip may cause some degree of infrequent annoyance to future residents of this project site. Therefore, to disclose this information to future residents, the following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

**Sources:** *City of Turlock, General Plan, Noise Element, 2012; City of Turlock, Municipal Code, Title 9, Chapter 2, Noise Regulations; Stanislaus County Airport Land Use Commission Plan, as Amended May 20, 2004, updated October 6, 2016; Merced County Airport Land Use Compatibility Plan, June 12, 2012; Turlock General Plan, Circulation Element, 2012;*

**Mitigation:**

1. GP 9.4-I, TMC§5-28ART; Compliance with the standards of the City of Turlock's Noise Ordinance (TMC5-28-100ART).

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>14. Population and Housing – Would the project:</b>				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X
<b>Response:</b>				
a) The proposed project is a residential development proposed on property currently zoned for Residential uses. The project will develop within the allowed density range. No new expanded infrastructure is proposed that could accommodate additional growth in the area that is not already possible with existing infrastructure, so no indirect population growth will occur. The proposed project would not directly or indirectly cause expansion of the area beyond what is planned in the Turlock General Plan.				
b) The property is currently Master Planned and zoned for Residential use. The proposed project would not displace substantial numbers of existing housing, and would not displace substantial numbers of people necessitating the construction of replacement housing elsewhere. The project site is surrounded by existing urban uses and all roads and infrastructure are immediately available along the property frontage.				
<b>Sources:</b> <i>City of Turlock, General Plan, 2012 &amp; Housing Element, 2016;</i>				
<b>Mitigation:</b>				
None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>15. Public Services</b> – Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire Protection?		X		
b) Police Protection?		X		
c) Schools?			X	
d) Parks?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

e) Other public facilities?		X		
<b>Response:</b>				
<p>a) The residential project is located in an urbanized area. The project site is surrounded by a mix of residential uses. The Turlock Fire Department provides fire and emergency response within the city limits. The Fire Department operates four fire stations located to maximize efficiency and help reduce response times. The Fire Department reviews all development applications to determine the adequacy of fire protection for the proposed development. This project will not have a significant impact on fire response times and will not otherwise create a substantially greater need for fire protection services than already exists. The Fire Department has commented on this project and has not indicated that the development could not be adequately served or would create an impact on the ability of the Department to serve the City as a whole. The Turlock Municipal Code and the State Fire Code establish standards of service for all new development in the City. Those standards and regulations are applicable to the project. The project will also be required to annex into CFD #2 to offset the ongoing costs residential projects have on fire services.</p>				
<p>b) Development of the project will not result in any unique circumstances that cannot be handled with the existing level of police resources. The Police Department was routed the project and did not indicate that the development of the project could not be adequately served. No new or expanded police facilities will need to be constructed as a result of this project. Therefore, it is anticipated the impacts from the development of the property on police services will be less-than-significant. The developer will be required to pay Capital Facilities Fees upon development, a portion of which is used to fund Police Service capital improvements. The project will also be required to annex into CFD #2 to mitigate the ongoing costs the residential development will have on police services.</p>				
<p>c) Under the Leroy F. Greene School Facilities Act of 1998, the satisfaction by the developer of his statutory fee under California Government Code Section 65995 is deemed "full and complete mitigation" of school impacts. Therefore, mitigation of impacts upon school facilities shall be accomplished by the payment of the fees set forth and established by the Turlock Unified School District.</p>				
<p>d) Demand for park and recreational facilities are generally the direct result of residential development. The development is consistent with the number of residential units anticipated in the General Plan for this property and therefore has the demand for park and recreational facilities of these units has been planned for in the General Plan and will not result in a significant increase in the use of existing neighborhood or regional parks beyond what was anticipated in the General Plan EIR.</p>				
<p>e) The City has prepared and adopted a Capital Facility Program that identifies the public service needs of roads, police, fire, and general government that will be required through build-out of the General Plan area. This program includes the collection of Capital Facility Fees from all new development. Development fees are also collected from all new development for recreational lands and facilities. Conditions of development will require payment of these fees and charges, where appropriate and allowed by law.</p>				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Sources:** Stanislaus County, *Public Facilities Plan*; City of Turlock, *Capital Facility Fees Program*, *City of Turlock Capital Improvement Program (CIP)*; Turlock Unified School District, *School Facilities Needs Analysis*; City of Turlock, *General Plan, Parks and Recreational Open Space and Safety Elements, 2012*;

**Mitigation:**

1. GP 10.4-d; The applicant, developer or successor in interest shall pay all applicable Citywide Capital Facility for public facility service improvements.
2. GP 10.4-d; Prior to the issuance of a building permit, the developer shall pay the applicable development-related school impact fees to fully mitigate its impacts upon school facilities pursuant to California statutes.
3. The property shall annex into CFD #2

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>16. Recreation</b>				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

**Response:**

a) and b) The proposed residential development is consistent with the Residential zoning and General Plan designation of the property. Park fees will be paid as part of the development. The development of the will not result in a significant increase in use of existing neighborhood or regional parks beyond what has been anticipated in the General Plan EIR.

**Sources:** City of Turlock General Plan 2012; City of Turlock Parks Master Plan, 2003;

**Mitigation:**

None required.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>17. Transportation</b> —Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?		X		
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
d) Result in inadequate emergency access?			X	

**Response:**

a) and b) The proposed residential development is proposed on a parcel currently zoned for Residential use. The project site is surrounded by a mix of residential uses. Access to the project will be provided by the existing roadway system.

The proposed development is consistent with the density allowed and anticipated in the East Tuolumne Master Plan as well as the General Plan.

The City has adopted a Capital Facility Program with traffic improvements planned for build out of the General Plan. The City Engineer has reviewed the proposed traffic circulation pattern for the area and evaluated its potential impact on the operation of the local roadways serving the site, and has determined current roadway improvements can adequately accommodate the vehicular traffic generated by the project.

A condition of each new development is payment of a Citywide Capital Facility Fee, a portion of which is used to fund circulation improvements required for cumulative impacts added by development. The mitigation measures identified in the General Plan EIR and the Statement of Overriding Considerations are adequate to mitigate the transportation and traffic impacts associated with the project. Therefore, no significant traffic issues will be generated by the project.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

c) The project is located in a residential Master Plan area. The project site is accessed using the existing roadway system. Any required frontage improvements must meet current City standards. The proposed project will not increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment).

d) The Turlock Fire Department reviews all development proposals for adequate emergency access. The project will either meet or exceed the Fire Department needs for emergency vehicle access throughout the project site.

**Sources:** *City of Turlock, Capital Improvement Program (CIP); City of Turlock, General Plan, 2012; StanCOG, Regional Transportation Plan and Sustainable Communities Strategy, 2014; Stanislaus Assn. of Governments, Congestion Mgmt. Plan, 1992; City of Turlock, Municipal Code, Title 9, Chapter 2, Rental Storage Facility, and California Green Building Code, ITE Trip Generation Manual 10<sup>th</sup> Edition.*

**Mitigation:**

1. GP 5.2i - The applicant, developer or successor in interest shall pay all applicable Citywide Capital Facility Fees for transportation improvements. These include the development of new bicycle and pedestrian facilities, traffic calming, traffic management, and other projects to improve air quality and reduce congestion, as well as roadway, intersection and interchange improvements.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
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**18. Tribal Cultural Resources -**

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or			X	
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## CITY OF TURLOCK INITIAL STUDY CHECKLIST

<p>ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.</p>			X	
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**Response:**  
 a) The Turlock General Plan EIR found that there are no known Native American cultural resources within the City of Turlock. The property is not listed or eligible for listing on the California Register of Historical Resources. In compliance with AB52 notices were sent to the North Valley Yokuts Tribe on July 14, 2020 with the project description. The Torres Martinez Desert Cahuilla Tribe sent a letter to the City of Turlock on April 19, 2017 formally asking the City to remove them from future project notifications. The City of Turlock has not received comments on the project from the North Valley Yokuts Tribe.

**Sources:** *Turlock General Plan, Conservation Element, 2012; City of Turlock General Plan EIR, 2012; Cultural Resources Records Search, 2008;*

**Mitigation:**  
 None required.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>19. Utilities and Service Systems – Would the project:</b>				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities the construction or relocation of which could cause significant environmental effects?		X		
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?		X		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

c) Result in a determination by the wastewater treatment provider which services or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

**Response:**

a)and b) The project is proposed on parcels zoned and Master Planned for residential uses. The project site has access to existing infrastructure including water, wastewater and storm water drainage facilities. The proposed project will not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. Sewer, or wastewater, systems are currently available to the site. The type of wastewater anticipated by the project is readily handled by the current waste water system. The proposed project will not result in the need to construct a new water or wastewater treatment facility. The existing water and wastewater facilities which serve the City of Turlock are sufficient to serve this use. The project site has access to existing electric power, natural gas, and telecommunications and will not require or result in the construction of new or expanded facilities.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b)and c) The project site is within the boundaries of the City of Turlock's Storm Water Master Plan and Urban Water Management Plan. The project is consistent with the General Plan land use and growth assumptions that were used to update the City's Urban Water Management Plan. The applicant must construct any project-related water infrastructure to ensure adequate water service to City of Turlock standards. Mitigation of the increasing demand for storm water facilities will be through the owner, or successor in interest, paying storm drainage fees, and constructing any project-related storm drain infrastructure to ensure adequate storm drainage, as determined necessary by the City Engineer. Furthermore, mitigation measures requiring the payment of the Specific Plan and City Wide fees is adequate to mitigate a project's impacts upon the storm water collection and treatment system because it ensures adequate capacity and infrastructure is available. This development is consistent with what has been anticipated in the General Plan and planned for in the Storm Water Master Plan.

Mitigation of the need for the alteration to water systems will be through the requirement that the applicant, prior to the issuance of building permits, pay the adopted water connection fees, reflecting the pro rata share of the necessary improvements to the existing City water system for each new water user. This is a standard condition of all development in Turlock. Furthermore, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund water improvements.

d) The project site is within the boundaries of the City of Turlock's Water Master Plan and Urban Water Management Plan. The project is consistent with the General Plan land use and growth assumptions that were used to update the City's Urban Water Management Plan. The applicant must construct any project-related water infrastructure to ensure adequate water service to City of Turlock standards. Mitigation of the need for the alteration to water systems will be through the requirement that the applicant, prior to the issuance of building permits, pay the adopted water connection fees, reflecting the pro rata share of the necessary improvements to the existing City water system for each new water user. This is a standard condition of all development in Turlock. Furthermore, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund water improvements.

e) Solid waste will be of a domestic nature and will comply with all federal, State and local statutes. Upon completion of the project, the property owner(s), or successor(s) in interest shall contract with the City of Turlock's designated waste hauler, Turlock Scavenger, for solid waste disposal. Turlock Scavenger has an adopted waste diversion/recycling program which has resulted in waste diversion exceeding state-mandated California Integrated Waste Management Board timeframes under Public Resources Code 41000 et seq. The project is required to install a trash enclosure that will accommodate recycled materials. Sufficient capacity remains for the additional solid waste needs to support this project.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Sources:** *City of Turlock, Capital Improvement Program (CIP); City of Turlock, General Plan, 2012; City of Turlock, Water Master Plan Update, 2009; City of Turlock, Waste Water Master Plan, 1991; City of Turlock, Storm Water Master Plan, 2013; City of Turlock Urban Water Management Plan, 2016; City of Turlock Sewer System Master Plan, 2013, Central Valley Regional Water Quality Control Board comment letter dated February 27, 2019.*

**Mitigation:**

1. GP 3.3-k, 3.3-u, 4.3-c; The developer or successor in interest shall pay the City of Turlock's Capital Facility Fee and infrastructure master plan fees.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>20. Wildfire</b> - If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structure to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

**Response:**

a) The proposed project will not impair the implementation of an adopted emergency response/evacuation plan. The project generates traffic that is consistent with the projections contained within the Turlock General Plan EIR. The General Plan EIR found that anticipated growth, and the resulting traffic levels, would not impeded emergency evacuation routes or otherwise prevent public safety agencies from responding in an emergency.

b), c), and d) There are no wildlands or steep slopes in the City of Turlock, making the risk of wildland fire low; likewise, the Turlock General Plan notes the city topography as flat urbanized or agricultural land with a low fire risk. The California Department of Forestry and Fire Protection's Fire and Resource Assessment Program (FRAP) designates the City of Turlock as a



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

<b>Low Risk Area (LRA).</b> There are no rivers, lakes or streams located within the City of Turlock that would expose people of structures to significant risks of flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.				
<b>Sources:</b> <i>City of Turlock, Emergency Operation Plan, 2017; Local Hazard Mitigation Plan, 2010-2015; Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan, updated 2016 City of Turlock, General Plan, Safety Element, 2012;</i>				
<b>Mitigation:</b> <b>None</b>				
	<b>Potentially Significant Impact</b>	<b>Less Than Significant Impact With Mitigation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
<b>21 Mandatory Findings of Significance</b>				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

The proposed residential subdivision is proposed on a property zoned and Master Planned for residential uses within the City surrounded by residential uses, on a property zoned for Very Low Density Residential uses. As discussed in Section 1, no scenic vistas, scenic resources, or the visual character of the area will be substantially impacted and the project will not result in excessive light or glare. The project site is located within an urbanized area and surrounded by urban uses. No evidence of significant historic or cultural resources were identified on or near the project site. As a result of many years of agricultural production virtually all of the land in the General Plan area has been altered.

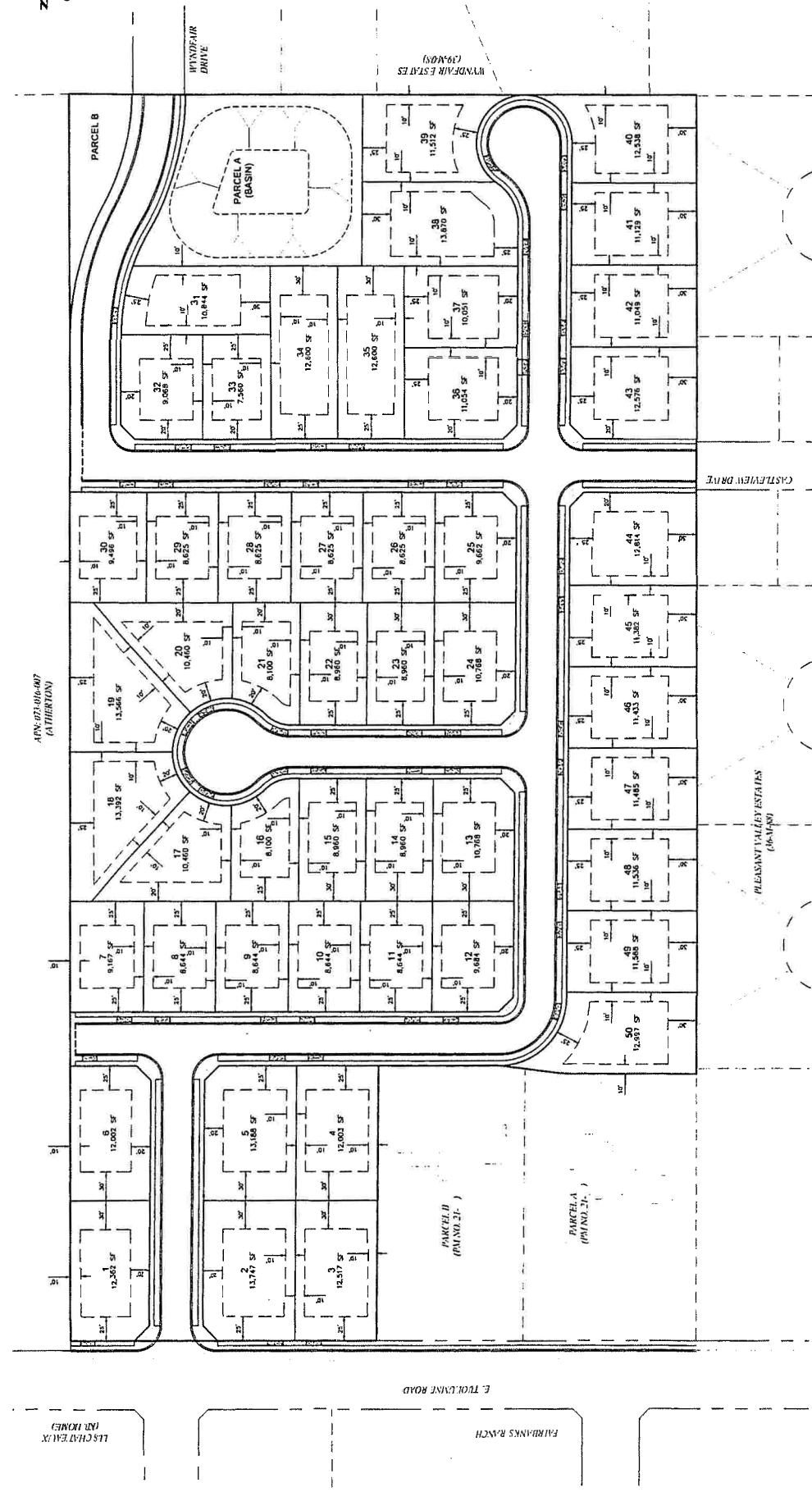
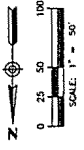
The project site is not known to have any association with an important example of California's history or prehistory. Construction-phase procedures will be implemented in the event an archaeological or cultural resource is discovered consistent with the Mitigation Measures contained in Sections 4. As discussed in Section 4, there are no rivers, lakes or streams located within the City of Turlock; therefore, the project would have no impact on riparian habitats or species.

The context for assessing air quality impacts is the immediate project vicinity with respects to emissions generated by the construction and operation of the proposed project. The environmental analysis provided in Section 3 concludes that operational and construction emissions would not exceed the air quality thresholds established by the San Joaquin Valley Air Pollution Control District (SJVAPCD).

Furthermore, Mitigation Measures identified in Sections 3 & 8 would reduce potential impacts to less-than-significant levels.

Mitigation measures for any potentially significant project-level impacts have been included in this document and will reduce the impacts to less-than-significant levels. Based on the analysis above, the City finds that impacts related to environmental effects that could cause adverse effects on human beings would be less than significant.





APN 071-016-007  
GATHERTON

PARCEL B

PARCEL A  
(BASIN)

PARCEL B  
(PARCEL 21)

PARCEL A  
(PARCEL 21)

PLEASANT VALLEY ESTATES  
(66-14-15)

MAY 2021

**PLANNED DEVELOPMENT  
LOT SPECIFIC MINIMUM SETBACK PLAN**

**BALISHA RANCH**  
CITY OF TURLOCK, STANISLAUS COUNTY, CALIFORNIA

PD002

**WOODWARD  
PARTNERS, LLC**

100 JARVIS DRIVE - DANVILLE, CA 94526  
925.352.3811 - CONTACT@WOODWARD.COM

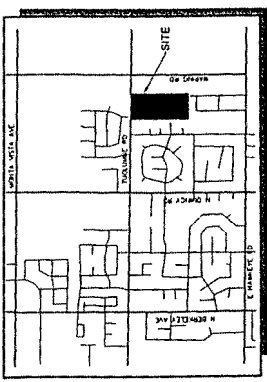
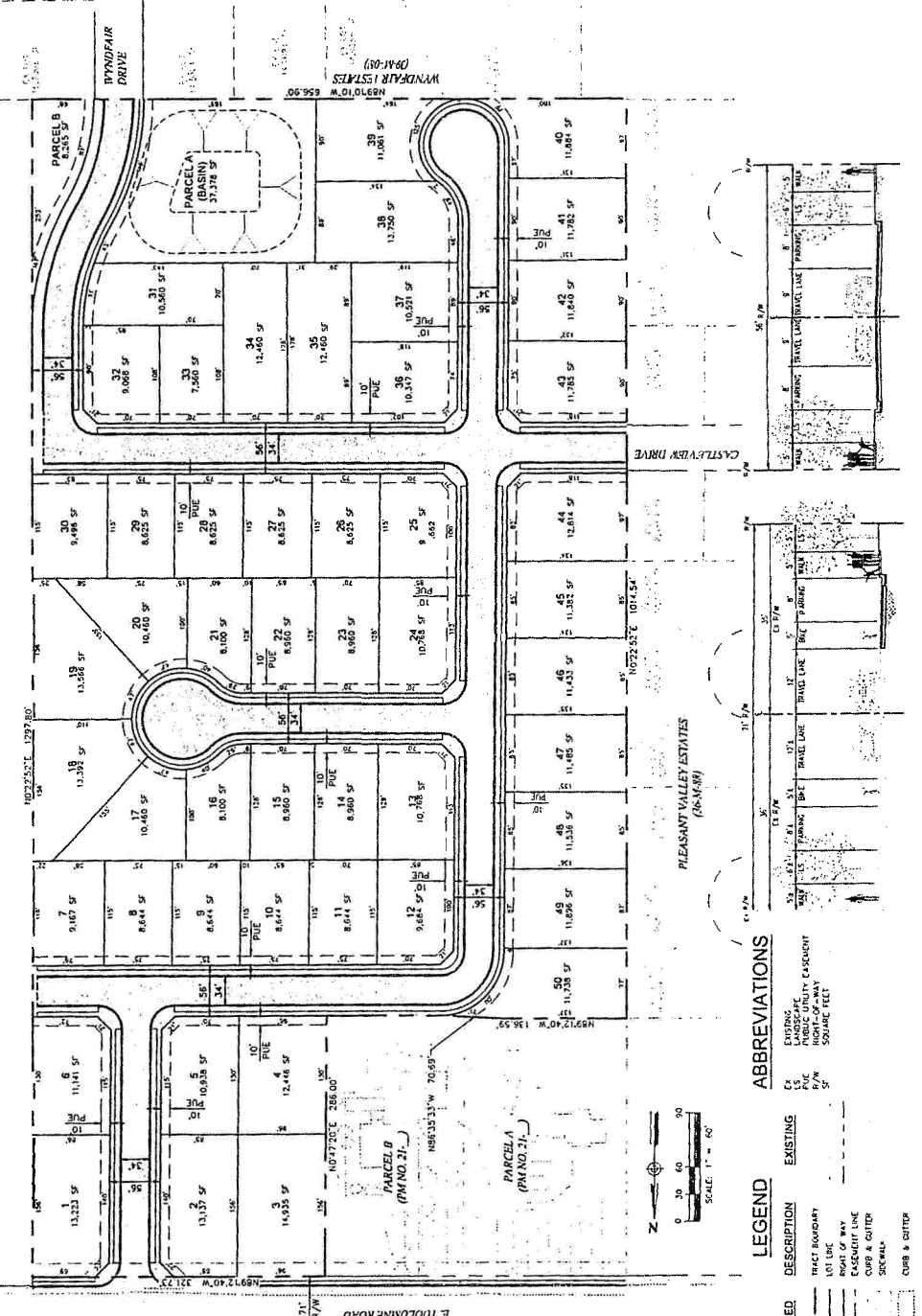


VESTING TENTATIVE MAP FOR:  
**BALISHA RANCH**  
 CITY OF TURLOCK, STANISLAUS COUNTY, CALIFORNIA

APN: 071-014-007  
 (ATHERTON)

**BENCHMARK**  
 CITY OF TURLOCK  
 ELEVATION: 113.54  
 LOCATION: SPICE IN POWER POLE #210  
 TURLOCK, CALIFORNIA

**BASIS OF BEARINGS**  
 SMO-25707°W CENTRELINE OF WASHINGTON ROAD



VICINITY MAP

**PROJECT NOTES:**

1. OWNER/DEVELOPER: CHARLIE BALISHA & CAL BALLAS  
 2335 E. TUOLUMNE ROAD  
 TURLOCK, CA 95234  
 WOODWARD PARTNERS, LLC  
 100 ALMA LOOP  
 DANVILLE, CA 94506
2. DEVELOPER/APPLICANT: CONTACT: COY ALVAREZ, (925) 303-2811  
 CONTACT: BEN BAZAN, (209) 609-4479  
 COY ALVAREZ, PE #75750  
 110 ALMA LOOP  
 DANVILLE, CA 94506  
 (925) 393-2811
3. CIVIL ENGINEER: LEO A. LEE, PE #10313  
 100 ALMA LOOP  
 DANVILLE, CA 94506  
 (925) 393-2811
4. TOTAL LOTS: PROPOSED: 50 AND 2 PARCELS
5. SITE AREA: GROSS: 17.4 ACRES  
 NET: 17.4 ACRES  
 2.87 DU/AC
6. DENSITY: 10.745 SF (AVERAGE)
7. LOT AREA: 10.745 SF (AVERAGE)
8. USE: EXISTING: AGRICULTURE & 2 HOMES  
 PROPOSED: SINGLE FAMILY RESIDENTIAL
9. GENERAL PLAN: EXISTING: VERY LOW DENSITY RESIDENTIAL  
 (0.2-3 UNITS/ACRE)  
 PROPOSED: VERY LOW DENSITY RESIDENTIAL  
 (0.2-3 UNITS/ACRE)
10. ZONING: EXISTING: ETMP VERT; LOW DENSITY RESIDENTIAL  
 PROPOSED: PLANNED DEVELOPMENT
11. UTILITIES: WATER - CITY OF TURLOCK  
 SEWER - CITY OF TURLOCK  
 STORM DRAIN - CITY OF TURLOCK  
 GAS - POSE  
 ELECTRIC - TURLOCK IRRIGATION DISTRICT  
 TELEPHONE - SBC  
 CABLE TV - CHARTER COMMUNICATIONS
12. APN: 071-014-006
13. LEGAL DESCRIPTION: ALL LOTS WITHIN THE "PHEASANT VALLEY ESTATES" PARCEL OF PARCEL MAP NO. 21 - RECORDED IN BOOK 10000, PAGE 10000, STANISLAUS COUNTY RECORDS.
14. EXISTING TOPOGRAPHY: EXISTING TOPOGRAPHY SHOWN IS BASED ON A FIELD SURVEY PERFORMED BY REIFIED SURVEYING AND ENGINEERING, INC. IN 2010. A REIFIED SURVEY OF PARCEL MAP NO. 21 - STANISLAUS COUNTY RECORDS.

**SHEET INDEX**

- C0.0 LOTTING PLAN
- C0.1 PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN
- C0.8 PRELIMINARY STORMWATER CONTROL PLAN

C0.0

**WOODWARD PARTNERS, LLC**

100 ALMA LOOP - DANVILLE, CA 94506  
 PLS 925.281.1111 - COO@WOODWARD.COM

**LEGEND**

DESCRIPTION	EXISTING
TRACT BOUNDARY	---
LOT LINE	---
ROAD OF WAY	---
EASEMENT LINE	---
CURB & GUTTER	---
SEWER	---
CURB & DITCH	---
PROPOSED	---
LANDSCAPE	---
PROP. PLANTING	---
SQUARE FOOT	---

**ABBREVIATIONS**

ES	EXISTING
LS	LANDSCAPE
PP	PROP. PLANTING
SF	SQUARE FOOT

56' R/W - LOCAL STREET  
 NOT TO SCALE

E. TUOLUMNE ROAD  
 NOT TO SCALE

APRIL 2021

VESTING TENTATIVE MAP  
 LOTTING PLAN

**BALISHA RANCH**  
 CITY OF TURLOCK, STANISLAUS COUNTY, CALIFORNIA



# FLOOD CONTROL STORMWATER ANALYSIS

Storm Drainage Retention/Infiltration Analysis  
 Project: [Redacted]  
 Owner: [Redacted]  
 Date: [Redacted]

Item	Value	Unit
Area	1.48E+07	SQ FT
Chowdhury	0.4	
Chowdhury	3.09	
Chowdhury	1.78	
Volume	75,794	
Chowdhury	0.4	
Chowdhury	17.4	
Chowdhury	1.39	
Volume	33,231	
Area	13,991	SQ FT
Volume	33,231	CUM YD
Permeable Area	2.22	
Infiltration Rate	0.09	IN/HR
Surface Area	15,478	SQ FT
Infiltration Time	14.51	HR

# NATS

CONSTRUCTION  
 IMPROVEMENTS  
 FLOOD CONTROL

North American Technical Services

April 30, 2021  
 Mr. Tom Isaac  
 Woodward Partners LLC  
 13500 Wilshire Blvd., Suite 300  
 Los Angeles, CA 90025

Subject: Updated Flood Control Study Report - 1918 E. Tuolumne Rd., Turlock, California  
 The report was prepared by North American Technical Services, a professional engineering firm, for the purpose of providing a preliminary estimate of the flood control measures required for the site. The report was prepared in accordance with the standards and specifications of the State of California. The report is intended to provide a preliminary estimate of the flood control measures required for the site. All measurements were taken on the ground and are subject to the usual errors of field measurement.

Item	Value	Unit
Permeable Area	2.22	
Infiltration Rate	0.09	IN/HR
Surface Area	15,478	SQ FT
Infiltration Time	14.51	HR

The observed absorption rate of the measured site and does not include any collection tank.

Design Depth: 1.5 ft  
 Design Absorption Rate: 0.38 in/hr

Design Absorption Rate: 0.38 in/hr  
 Monthly Infiltration: 11.59 in

North American Technical Services  
 13500 Wilshire Blvd., Suite 300  
 Los Angeles, CA 90025

Tom Isaac  
 Kim Lash  
 Senior Project Manager

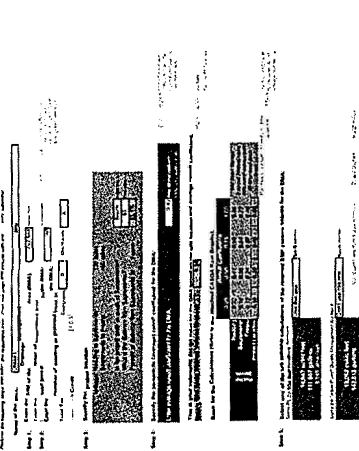
6113 CENTERWAY WAY, SUITE 400, MOOREVILLE, CALIFORNIA 95358-1058

C2.0

WOODWARD  
 PARTNERS, LLC

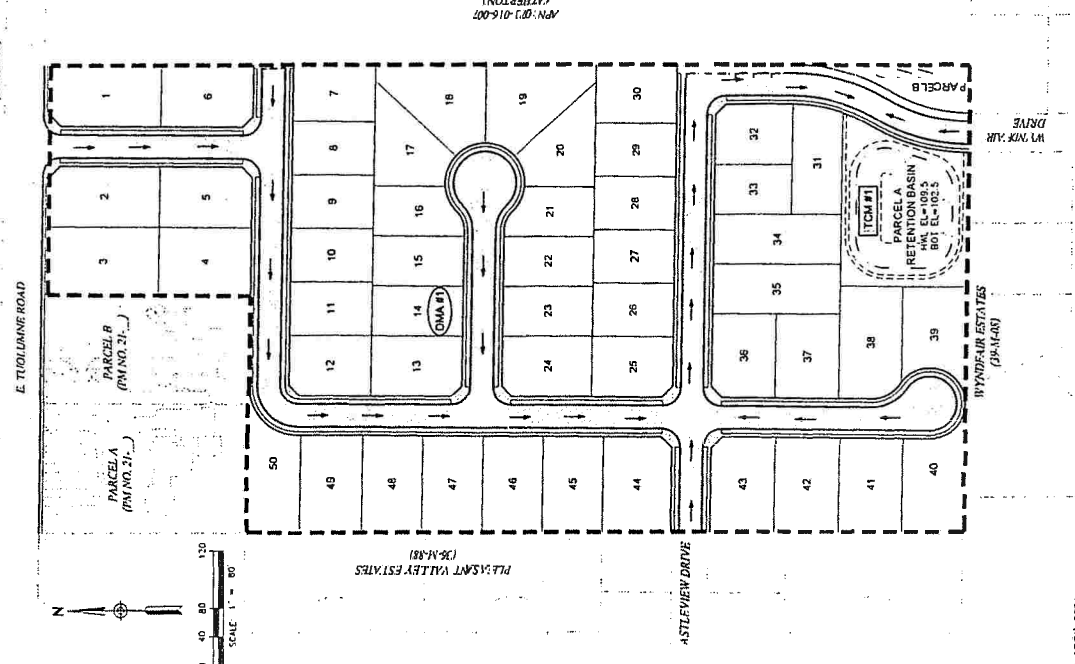
13500 WILSHIRE BLVD., SUITE 300  
 LOS ANGELES, CALIFORNIA 90025  
 818.710.1111 • WWW.WOODWARDPARTNERS.COM

# POST-CONSTRUCTION LID STORMWATER MANAGEMENT



Legend:  
 DMA (S) DRAINAGE MANAGEMENT AREA - S  
 TCM (S) TREATMENT CONTROL MEASURE IDENTIFICATION BASH  
 RB (S) RETENTION BASIN  
 IB (S) INFILTRATION BASIN  
 EXISTING SITE NOTES  
 1. EXISTING SURFACES AREA - 0 SF  
 2. SOIL INFILTRATION RATE (BATS PERCOLATION TEST, APRIL, 2021)  
 3. 16.7 GAL/SY/IN (TEST OBSERVATION)

# VESTING TENTATIVE MAP PRELIMINARY STORMWATER MANAGEMENT PLAN BALISHA RANCH



APRIL 2021

WOODWARD  
 PARTNERS, LLC

13500 WILSHIRE BLVD., SUITE 300  
 LOS ANGELES, CALIFORNIA 90025  
 818.710.1111 • WWW.WOODWARDPARTNERS.COM



# **MITIGATION MONITORING AND REPORTING PROGRAM**

**PROJECT NAME:** Rezone 2021-01, Planned Development 280, VTSM 2021-02

**PROJECT LOCATION:** 2930 E. Tuolumne Road (Stanislaus County APN 073-016-006)

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## **MITIGATION MEASURES AND MONITORING PROGRAM**

### **I. Aesthetics**

The development of this project will produce additional light and glare from new parking lot and building lighting. In order to reduce lighting impacts to surrounding properties, this project shall include the following mitigation:

- A. Prior to the issuance of a building permit, the developer shall submit proposed house plans (including both master plans and custom-built homes) to the Planning Division for review and approval to ensure compliance with Chapter 3 (Community Character and Design Guidelines) of the East Tuolumne, and General Plan Policy 3.7-q (Visual interest and compatibility in residential design).**
- B. Prior to the approval of a grading and/or encroachment permit, the developer shall submit an improvement plan and landscaping plan for review and approval by the Planning Division to ensure that public rights-of-way are developed in accordance with Chapter 2 (Circulation) of the East Tuolumne Master Plan and General Plan Policy 6.3-d (Provide attractive, landscaped streetscapes).**
- C. Prior to the issuance of a building permit, a lighting plan shall be submitted to the Planning Division for review and approval to ensure that all lighting is designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.**
- D. Lighting shall be oriented to minimize impacts upon existing and planned residences. Future residential developments shall mitigate the impacts of light and glare sources through project design.**
- E. Sources of high illumination shall be separated from light-sensitive receptors.**

*Responsible Agency or Organization:*

Applicants or successor in interest

*Implementation Schedule:*

During and after construction

*Verified By:*

Engineering Division, Building/Safety Division, and Neighborhood Services

### **II. Air Quality**

In order to mitigate potential air quality impacts from the level anticipated by intensifying land uses at this property, the project shall include the following mitigation:

- A. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.**

*Responsible Agency or Organization:* Applicants, or successor in interest  
*Implementation Schedule:* During construction and post-construction  
*Verified By:* Turlock Engineering and Building Divisions, San Joaquin Valley Air Pollution Control District

- B. The applicant shall contact the SJVAPCD prior to submitting an application for a building, grading and/or encroachment permit. Compliance with Rule 9510 shall be demonstrated to the Planning Division prior to the issuance of a building permit.**

*Responsible Agency or Organization:* Applicants, or successor in interest  
*Implementation Schedule:* Prior to grading permit approval and during construction  
*Verified By:* Turlock Engineering, Planning and Building Divisions

### **III. Biological Resources**

In order to mitigate potential impacts of the construction activity on cultural and historic resources, the project shall include the following mitigation:

- A. GP 7.4-e, 7.4-f; If ground disturbing activities, such as grading, occurs during the typical nesting season for songbirds and raptors, February through mid-September, the developer is required to have a qualified biologist conduct a survey of the site no more than 10 days prior to the start of disturbance activities. If nests are found, no-disturbance buffers around active nests shall be established as follows until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer on the nest for survival: 250 feet for non-listed bird species; 500 feet for migratory bird species; and one-half mile for listed species and fully protected species.**
- B. GP 7.4-e, 7.4-f; If nests are found, they should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences the nest shall be continuously monitored to detect any behavioral changes as a result of the project. If behavioral changes are observed, the work causing the change should cease and the Department consulted for additional avoidance and minimization measures.**
- C. GP 7.4e, If Swainson's Hawks are found foraging on the site prior to or during construction, the applicant shall consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures. Mitigation may include, but are not limited to: establishing a one-half mile buffer around the nest until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer dependent on the nest for survival. Mitigating habitat loss within a 10-mile radius of known nest sites as follows: providing a minimum of one acre of habitat management land or each acre of**

development for projects within one mile of an active nest tree. Provide a minimum of .75 acres of habitat management land for each acre of development for projects within between one and five miles of an active nest tree. Provide a minimum of .5 acres of habitat management land for each acre of development for projects within between five and 10 miles of an active nest tree.

- D. The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.

*Responsible Agency or Organization:* Applicants, contractors or successor in interest  
*Implementation Schedule:* During construction  
*Verified By:* Turlock Planning, Engineering and Building Divisions

#### IV. Cultural Resources

In order to ensure the project does not have an impact on cultural and historic resources, the following mitigation measures have been added to the project:

- A. **GP 7.5a, 7.5c, In accordance with State Law, if potentially significant cultural, archaeological, or Native American resources are discovered during construction, work shall halt in that area until a qualified archaeologist can assess the significance of the find, and, if necessary develop appropriate treatment measures in consultation with Stanislaus County, Native American tribes, and other appropriate agencies and interested parties.**

*Responsible Agency or Organization:* Applicants, contractors, or successor in interest  
*Implementation Schedule:* Prior to issuance of a grading permit and during construction  
*Verified By:* Turlock Engineering, Planning and Building Divisions

- B. **GP 7.5a, 7.5c, If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.**

*Responsible Agency or Organization:* Applicants, contractors, or successor in interest  
*Implementation Schedule:* Prior to issuance of a grading permit and during construction

Verified By:

Turlock Engineering, Planning and Building Divisions

**V. Energy**

In order to ensure the project does not result in wasteful, inefficient, or unnecessary consumption of energy resources, the following mitigation measures have been added to the project:

- A. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.**
- B. The project shall comply with the California Green Building Code Standards (CBC), requirements regulating energy efficiency.**

*Responsible Agency or Organization:*  
*Implementation Schedule:*

Applicants, or successor in interest  
Prior to Building Permit Issuance, during construction and post-construction

Verified By:

Turlock Engineering and Building Divisions, San Joaquin Valley Air Pollution Control District

**VI. Geology and Soils**

In order to ensure the project does not expose people to risks associated with seismic ground-shaking and to avoid erosion or loss of top soil, the following mitigation measures have been added to the project:

- A. GP 10.2-a, 10.2-b; The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.**
- B. GP 10.2-a, 10.2-b; The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.**
- C. GP 10.2-a, 10.2-b; The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.**
- D. GP 10.2-h; The project shall comply with the City’s NPDES permitting requirements by providing a grading and erosion control plan, including but not limited to the preparation of a Storm Water Pollution Prevent Plan and Erosion and Sediment Control Plan.**
- E. GP 10.2-a, 10.2-b, 10.2-g; The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.**

*Responsible Agency or Organization:*

Applicants, contractors, or successor in interest

*Implementation Schedule:*

Prior to the issuance of a building permit and

Verified By:

during construction  
Turlock Engineering, Planning and Building  
Divisions

## VII. Greenhouse Gas Emissions

In order to ensure the project does not result in impacts to air quality and greenhouse gas emissions the following mitigation measures have been added to the project:

- A. GP 8.1-b, 8.1-j, 8.1-l; The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.**

*Responsible Agency or Organization:*

Applicants, or successor in interest

*Implementation Schedule:*

During construction and post-construction

*Verified By:*

Turlock Engineering and Building Divisions, San Joaquin  
Valley Air Pollution Control District

## VIII. Hydrology and Water Quality

In order to ensure the project does not result in impacts to water quality and water supplies, the following mitigation measures have been added to the project:

- A. GP 3.3-a, 3.3-f, The project shall connect to the City's Master Water and Storm Drainage System.**
- B. GP 3.3-o, 3.3-ae, 6.4-f, The project shall comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality. The applicant shall conform to the requirements of the Construction Storm Water General Permit and the Municipal Separate Storm Sewer System (MS4) Permit, including both Best Management Practices and Low Impact Development (post-construction) requirements.**
- C. If the project includes construction dewatering and it is necessary to discharge the groundwater to water of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit.**
- D. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system. If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United State Army Corps of Engineers (USACOE). If a USACOE permit or any other federal permit is required for this project due to the disturbance of water of the United States then a Water Quality Certification must be obtained from the Central Valley Water Board prior to the initiation of project activities. If the USCACOE determines that only non-jurisdictional water of the State are present in the proposed project are, the proposed project will require a Waste Discharge Requirements permit to be issued by the Central Valley Water Board.**
- E. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.**



- F. **Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.**
- G. **A spill prevention and cleanup plan shall be implemented.**
- H. **GP 3.3-ae: The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches. A General Construction permit shall be obtained from the State Water Resources Control Board, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented as part of this permit.**

*Responsible Agency or Organization:* Applicants, or successor in interest  
*Implementation Schedule:* Prior to the issuance of a grading or encroachment permit; during construction; and post-construction  
*Verified By:* Turlock Engineering and Building Divisions

**IX. Noise**

In order to ensure people are not exposed to noise levels in excess of General Plan standards, the following mitigation measure has been added to the project:

- A. **GP 9.4-I, TMC§5-28ART; Compliance with the standards of the City of Turlock's Noise Ordinance.**

*Responsible Agency or Organization:* Applicants, or successor in interest  
*Implementation Schedule:* Prior to the issuance of a building permit  
*Verified By:* Turlock Planning and Building Divisions

**X. Public Services**

In order to ensure the project does not have an impact on public services the following mitigation measures have been added to the project:

- A. **GP 10.4-d; The applicant, developer or successor in interest shall pay all applicable Citywide Capital Facility for public facility service improvements.**
- B. **GP 10.4-d; Prior to the issuance of a building permit, the developer shall pay the applicable development-related school impact fees to fully mitigate its impacts upon school facilities pursuant to California statutes.**
- C. **The property shall annex into CFD #2.**

*Responsible Agency or Organization:* Applicants, or successor in interest  
*Implementation Schedule:* Prior to the issuance of a building permit  
*Verified By:* Turlock Engineering, Planning and Building Divisions

**XI. Transportation/Traffic**

In order to ensure the project does not have an impact on transportation and traffic the



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

<b>IN THE MATTER OF AMENDING THE ZONING } MAP OF THE CITY OF TURLOCK, CALIFORNIA, } ATTACHED TO TITLE 9 OF THE TURLOCK } MUNICIPAL CODE [REZONE 2021-01 PLANNED } DEVELOPMENT 280 (BALISHA RANCH)] }</b>	<b>ORDINANCE NO. -CS</b>
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**BE IT ORDAINED** by the City Council of the City of Turlock as follows:

**SECTION 1. ENVIRONMENTAL DETERMINATION.** The City Council finds that the report or declaration reflects the independent judgement of the lead agency and that the project will not have a significant effect on the environmental and hereby adopts the Mitigate Negative Declaration and directs that a Notice of Determination be filed.

**SECTION 2. ZONING CHANGE.** The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Estate Residential (R-E) to Planned Development No. 280, under the provisions of Title 9 of the Turlock Municipal Code, and said real property shall hereafter be subject to the provisions and regulations of this Chapter relating to property located within such Districts. Said property is described as follows:

At that portion of Lot 71 of the Elmwood Colony, according to the official map thereof, filed in the office of the County recorder of Stanislaus County, California on April 11, 1905 in Volume 2 of maps at page 13, described by metes and bounds as follows:

Beginning at a point in the north line of said lot 71 of said Elmwood Colony, distant thereon Easterly 295.66 feet from the Northwest corner of said lot 71, said Northwest corner being located at the intersection of the center line of the avenue bordering on the North line of said lot and the West line of said lot 71; Thence East along the North line of said lot 71, a distance of 656.9 feet; thence South and parallel with the West line of said lot 71, a distance of 1326.53 feet, to the South line of said lot 71; Thence West along said South line 656.9 feet; Thence North and parallel with the West line of said lot 71, a distance of 1326.29 feet, to the point of beginning; excepting Parcel A and Parcel B as identified on tentative parcel map 21-04.

**SECTION 3. ZONING MAP.** The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the map attached hereto (Exhibit A), which is hereby made a part of this ordinance by reference.

**SECTION 4. VALIDITY.** If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 5. ENACTMENT.** This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_\_\_ day of October, 2021.

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

ATTEST:

\_\_\_\_\_  
Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

Exhibit A



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

**IN THE MATTER OF ESTABLISHING  
CONDITIONS OF APPROVAL FOR  
PLANNED DEVELOPMENT 280  
(BALISHA RANCH)**

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**RESOLUTION NO. 2021-**

**WHEREAS**, Woodward Partners LLC has submitted an application to rezone one approximately 17.4-acre parcel zoned Very Low Density Residential within the East Tuolumne Master Plan to Planned Development 280 to allow for the development a 50 - lot single family residential subdivision; and

**WHEREAS**, the Planned Development would allow for deviations from the minimum lot size, lot dimensions, and setback development standards for the Very Low-Density Residential zoning district required in the East Tuolumne Master Plan; and

**WHEREAS**, the project will be developed generally in accordance with all other standards established for the Very Low Density Residential (R-E) zoning district; and

**WHEREAS**, typical lot sizes will range from 7,500 square feet to 14,935 square feet; and

**WHEREAS**, the property affected by this Resolution is 2930 E. Tuolumne Road, more particularly described as Stanislaus County Assessor's Parcel Number 073-016-006; and

**WHEREAS**, said applications have been studied by City Staff and recommendations made to the Planning Commission; and

**WHEREAS**, the Planning Commission considered the request on September 2, 2021, and recommended that the proposed amendment to the official City of Turlock Zoning Map and establishment of Planned Community Development District No. 280 [PD-280 (Rezone 2021-01)] be authorized by the City Council; and

**WHEREAS**, on October 12, 2021, the City Council considered the request, the Planning Commission recommendation, and the Environmental Review documentation and testimony and found that Rezone No. 2021-01, and Planned Community Development District No. 280 (PD-280) will not have a significant adverse impact upon the environment and directed that a Notice of Determination for a Mitigated Negative Declaration be filed; and

**WHEREAS**, the City Council held a public hearing on October 12, 2021, and considered the public testimony before introducing the ordinance amending the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code for Rezone 2021-01 (Balisha Ranch); and

**WHEREAS**, a second reading of the ordinance occurred on October 26, 2021 at a

public noticed meeting, the Turlock City Council voted to enact the ordinance amending the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code for Rezone 2021-01 (PD 280) (Balisha Ranch).

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

**Section 1.** The City Council adopts a Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring and Reporting Program, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. There is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

**Section 2.** That the City Council of the City of Turlock does hereby approve the development of Planned Community Development District No. 280 (PD-280), in accordance with the plan filed as part of the Planning Commission consideration, referred to above, and which is on file in the office of the Turlock Planning Division. The following conditions shall apply, as well as compliance with all applicable codes and ordinances and shall be complied with prior to issuance of Certificate of Occupancy, or its equivalent, unless otherwise stipulated:

**CONDITIONS FOR PLANNED DEVELOPMENT DISTRICT NO. 280 (PD-280)**

1. This approval authorizes the rezoning of approximately 17.4 acres from Very Low Density Residential to Planned Development 280 to allow for the development a 50-lot single family residential subdivision.
2. All development on the property shall be subject to the conditions set forth in Vesting Tentative Subdivision Map 2021-02, and all conditions therein.
3. Planned Development 280 authorizes the development of 50 residential lots generally in conformance with the standards of the R-E zoning district as contained in the East Tuolumne Master Plan and Turlock Municipal Code § 9-3-200ART, unless otherwise stated herein.
4. The houses built on lots 39 and 40 shall be limited to single-story homes only, two-story homes are not permitted.
5. The subdivision shall be developed in accordance with the vesting tentative subdivision map submitted as part of the application for this project, except as may be amended herein:

**Exceptions to the minimum lot sizes are as follows:**

Lots 1-6:	12,000 square feet
Lots 7-15, 22-32:	8,600 square feet
Lots 16-21:	8,000 square feet
Lots 33-37:	7,500 square feet
Lots 38-50:	11,000 square feet

**Development Standards for all lots**

Minimum Lot Width	70' minimum
Cul-De-Sac Minimum Frontage	40' minimum
<b>Corner Yard Setbacks:</b>	
Living Space (1 <sup>st</sup> Story)	20' minimum
Living Space (2 <sup>nd</sup> Story)	25' minimum
Garage	25' minimum



**Development Standards for lots 7 through 39**

<b>Front Yard Setbacks:</b>	
Porch	15' minimum
Living Space (1 <sup>st</sup> Story)	20' minimum
Living Space (2 <sup>nd</sup> Story)	25' minimum
Garage	25' minimum

6. If Parcel B does not become part of an adjacent parcel then Parcel B shall be landscape. Parcel B does not meet the minimum residential lot requirements and cannot be developed with any structures.
7. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Rezone 2021-01 and Planned Development 280.

**Section 3.** That said Rezoning is hereby approved subject to compliance with all applicable codes and ordinances, and subject to the terms and conditions set forth herein.

**Section 4.** The Director of Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Kellie E. Weaver, Interim City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

# City Council Staff Report

October 12, 2021



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From: Katie Quintero,  
Deputy Director of Development Services/Planning Manager

Prepared by: Adam Hutchings, P.E., Associate Civil Engineer

Agendized by: Dan Madden, Acting City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 in the amount of \$280,697 (Fund 218) with Granite Construction, of Fresno, California, for City Project No. 17-53 "Golden State Rehabilitation 20<sup>th</sup> Century Boulevard to Main Street," bringing the contract total to \$2,066,892.01

Motion: Approving a Cost Sharing Agreement with Turlock Inn to defray expenses associated with the road section improvements on 20<sup>th</sup> Century Boulevard as part of City Project No. 17-53 "Golden State Boulevard Rehabilitation"

Resolution: Appropriating \$260,697 to account number 215-40-420.51210 "Federal Streets Projects" to be funded from Fund 118 "Measure A" unallocated reserves to provide the necessary funding for the increased scope on City Project No. 17-53 "Golden State Rehabilitation 20<sup>th</sup> Century Boulevard to Main Street"

## 2. SYNOPSIS:

This action approves Contract Change Order No. 2 to expand the project limits to include sections of 20<sup>th</sup> Century Boulevard and Geer Road, and to alter the road rehabilitation method to a thicker grind and overlay using conventional HMA instead of the originally proposed R-HMA.

## 3. DISCUSSION OF ISSUE:

On February 9, 2021, the City Council approved an Agreement with Granite Construction of Fresno, California, for the construction of City Project No. 17-53 "Golden State Rehabilitation 20<sup>th</sup> Century Boulevard to Main Street." City staff presented a base agreement with two alternatives. City Council elected to include both alternatives to the scope of work.

During pre-construction site inspections with Granite Construction and City staff, it was determined that a longer lasting finished product would be achieved by changing the paving method. These changes are included in Change Order No 2 and include:

- Increase the depth of grinding and removal of the top layer of existing pavement from 0.5” to 2.5”. This additional grinding is needed to remove surface imperfections to assure a solid structure to pave on top of and better contain reflective cracking from the bottom existing layers through the new pavement layer.
- Replace the originally specified 2” thick installation of rubberized hot mix asphalt (R-HMA) with 2.5” thick conventional hot mix asphalt (HMA) pavement. City staff and the Contractor recommends the slightly thicker HMA surfacing over R-HMA to allow for a deeper grind. Additionally, HMA is less expensive than R-HMA and offsets some of the additional costs for the deeper grind. HMA is a good product that will adequately meet the needs of the road to provide a long-lasting pavement repair method.
- The quantity of HMA has increased not only based on the thickness, but also due to the actual area encompassed in the project limits which exceeds the estimated quantity included on the bidder’s form.
- Trench patching and deep lifts were added to select areas to address multiple subsurface failures along Golden State Blvd. This additional work will prevent early structural deterioration in those areas where the existing pavement is severely degraded.
- Expand the project limits to include select areas of 20<sup>th</sup> Century Boulevard and Geer Road.

- 20<sup>th</sup> Century Boulevard

The owner of the Turlock Inn approached the City with a proposal to participate in some of the costs to repair the road in front of Turlock Inn. The total estimated cost of this additional work is \$50,000 and the owner has agreed to pay \$20,000 towards this repair. A cost sharing Agreement was drafted which defrays some of the costs for expanding the pavement repair to include 20<sup>th</sup> Century Boulevard in front of the Turlock Inn.

- Geer Road

The area contemplated to be added would rehabilitate the pavement surface from Golden State Boulevard north to the limits of City Project No. 0869 “Canal Drive Reconstruction,” which was completed in 2011. If not included in the scope of work at this time, this small segment of Geer Road would be left until made part of a future project. Including the segment now takes advantage of unit pricing for the larger Golden State Boulevard project due to economies of scale.

- Additional traffic control required for the added scope of work.

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 1,763,407.50	February 9, 2021
Change Order No. 1*	\$22,787.51	August 26, 2021
Change Order No. 2	\$280,697.00	October 12, 2021
Adjusted Total Contract	\$2,066,892.01	

\*Change Order No. 1 was issued by the City Engineer in accordance with the change order policy established in Council Resolution 2009-246.

**4. BASIS FOR RECOMMENDATION:**

- A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5%, and all other change orders must be approved by the City Council.
- B. Contract Change Order No. 2 is necessary to increase the scope of pavement repair to include additional areas and provide an improved pavement repair method to address extensive cracking of the existing asphalt as noted in this Staff Report.

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

**\*NOTE - No General Fund money will be used for this project.**

The designated project account number is 215-40-420.51210 “Federal Streets Projects.” The total Change Order No. 2 amount is \$280,697.00. If Council chooses to approve the proposed Cost Sharing Agreement with the owner of Turlock Inn an appropriation of \$260,697.00 would be needed to the account number to provide adequate funding for the project.

A resolution appropriating necessary funds to account number 215-40-420.51210 "Federal Streets Projects" is needed to be funded from Fund 118 "Measure A" unallocated reserves to provide the necessary funding.

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

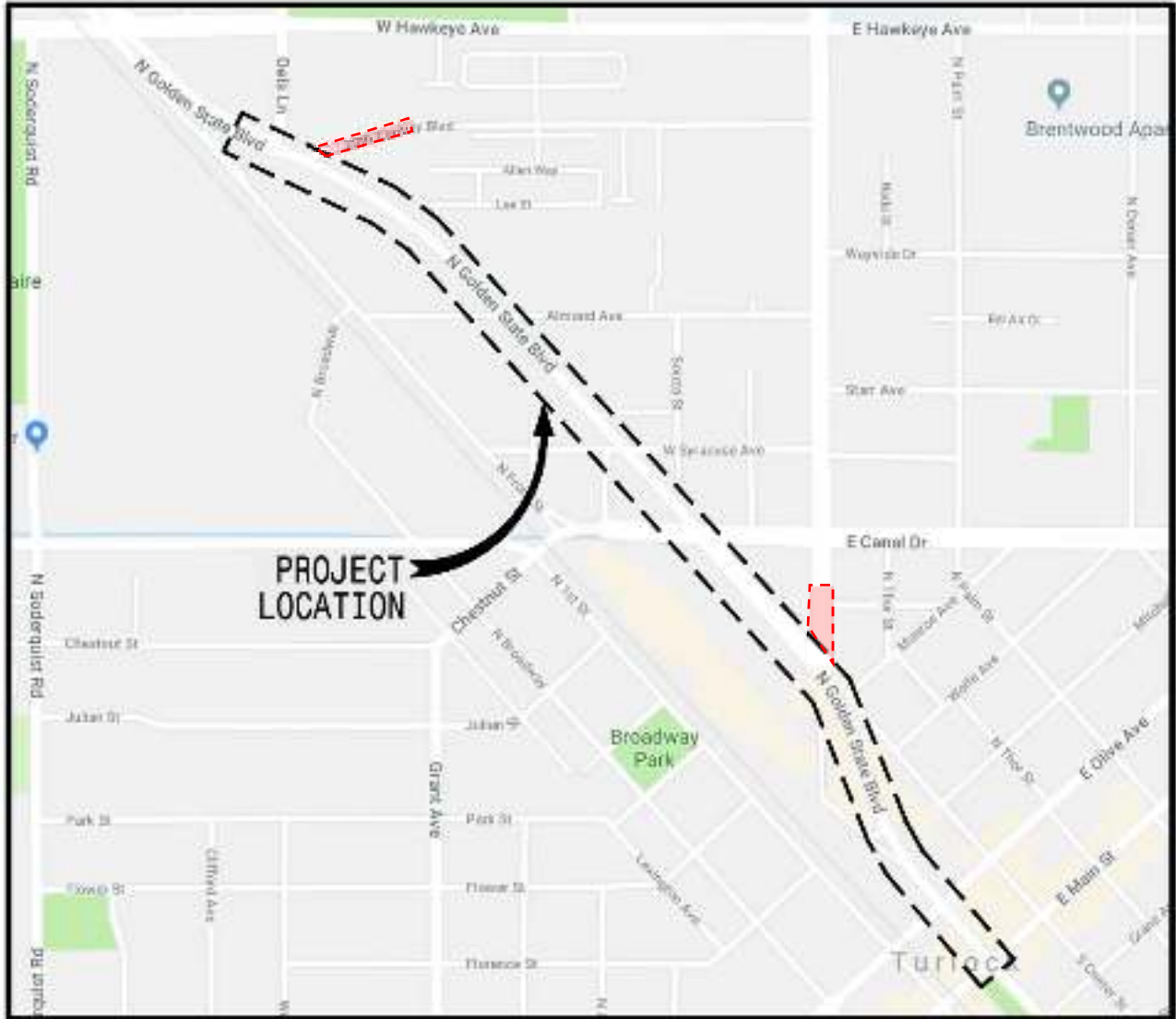
Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

On February 9, 2021, the City Council determined this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

**8. ALTERNATIVES:**

- A. Council could choose to not add the additional pavement repair scope on 20<sup>th</sup> Century Boulevard and Geer Road. Staff does not recommend this alternative because there is an opportunity to defray some of the costs of rehabilitating the portion of 20<sup>th</sup> Century Boulevard in front of the Turlock Inn due to the Cost Sharing Agreement and to complete repairs on a portion of Geer Road to tie into the repairs previously completed with City Project No. 0869 "Canal Drive Reconstruction." Performing this additional work with this project is cost effective as bid item pricing is utilized for the additional labor, equipment, and materials involved and economies of scale allow for a lower cost than repairing these segments as separate projects.
- B. Council could choose not to approve the proposed cost sharing agreement with the owner of the Turlock Inn. Staff does not recommend this option as the owner of Turlock Inn is willing to enter into the agreement which defrays cost of road repair for the proposed additional segment on 20<sup>th</sup> Century Boulevard in front of Turlock Inn.
- C. Council could choose to not approve Contract Change Order No. 2. Staff does not recommend this alternative as the additional work and changes in proposed road treatment are necessary to provide an improved pavement repair method to address extensive cracking of the existing asphalt.



PROJECT LOCATION MAP  
Updated Project Limits in Red

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }  
\$260,697 TO ACCOUNT NUMBER }  
215-40-420.51210 "FEDERAL STREETS }  
PROJECTS" TO BE FUNDED FROM }  
FUND 118 "MEASURE A" UNALLOCATED }  
RESERVES TO PROVIDE THE NECESSARY }  
FUNDING FOR THE INCREASED SCOPE ON }  
CITY PROJECT NO. 17-53 "GOLDEN STATE }  
REHABILITATION 20<sup>TH</sup> CENTURY BOULEVARD }  
TO MAIN STREET" }

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RESOLUTION NO. 2021-

**WHEREAS**, the designated project account number is 215-40-420.51210 "Federal Streets Projects" to provide funding for the project; and

**WHEREAS**, the Fiscal Year 2021-22 budget does not include sufficient funding in project account number 215-40-420.51210 "Federal Streets Projects" to fund project construction.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$260,697 to account number 215-40-420.51210 "Federal Streets Projects" to be funded from Fund 118 "Measure A" unallocated reserves to provide the necessary funding for the increased scope on City Project No. 17-53 "Golden State Rehabilitation."

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Kellie E. Weaver, Interim City Clerk  
City of Turlock, County of Stanislaus,  
State of California



## CONTRACT CHANGE ORDER

<b>Date issued:</b> 24-Aug-21	<b>Change Order No.:</b> 2
<b>Project Name:</b> Golden State Boulevard Rehabilitation STPL-5165(095)	
<b>Granite Construction</b> 2716 S Granite Ct Fresno, CA 93706 (559) 441-5700	<b>Project No.:</b> 17-53 <b>Original Contract Amount:</b> \$1,123,189.10 <b>Contract Award Date:</b> 09-Feb-21

*You are directed to make the following changes in this contract as requested by The City of Turlock:*

ITEM	Unit:	Quantity:	Unit Price:	Total:
Added Traffic Control Shifts	EA	10	\$3,100.00	\$31,000.00
Remove Bid Item 13.0 Pavement Grind (Cold Plane Method)	SY	11314	(\$3.00)	(\$33,942.00)
Remove Bid Item 13.0A Pavement Grind (Cold Plane Method)	SY	1296	(\$8.00)	(\$10,368.00)
Remove Bid Item 13.0 B Pavement Grind (Cold Plane Method)	SY	4190	(\$6.00)	(\$25,140.00)
New 2.5" Pavement Grind (Cold Plane Method)	SY	50097	\$3.00	\$150,291.00
Remove Bid Item 15.0 RHMA-G	TN	4142	(\$100.00)	(\$414,200.00)
Remove Bid Item 15.0 A RHMA-G	TN	474	(\$100.00)	(\$47,400.00)
Remove Bid Item 15.0 B RHMA-G	TN	1534	(\$100.000)	(\$153,400.00)
New 2.5" HMA Pavement	TN	6810	\$91.50	\$623,115.00
Pavement Grind (Cold Plane Method) Side Streets and Deep Lift Sections	SY	3407	\$8.00	\$27,256.00
Pave HMA Side Streets	TN	556	\$160.00	\$88,960.00
Pave Deep Lift Sections	TN	135	\$325.00	\$43,875.00
Trench Patching	TN	2	\$325.00	\$650.00
<b>Total this CCO=</b>				<b>\$280,697.00</b>
<i>The original contract sum =</i>				<b>\$1,123,189.10</b>
<i>Net change by previous change orders =</i>				<b>\$22,787.51</b>
<i>The contract sum will increase in the amount of =</i>				<b>\$280,697.00</b>
<i>The new contract sum including this change order will be =</i>				<b>\$1,426,673.61</b>
<b>The contract time will be deferred until project is complete.</b>				

**Accepted:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Granite Construction, Contractor

**Recommended:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Anthony Orosco, P.E., Acting City Engineer

**Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Dan Madden, Acting City Manager



## 20-03PW City of Turlock - Golden State Blvd Paving Change Request



Bid Item	Description	Qty	Unit	Operation Unit Price	Operation Subtotal	Unit Price	Subtotal	Total
5.0	Added Traffic Control Shifts for work for Item 13 & 15 Below	3.00	EA			\$ 3,100.00	\$ 9,300.00	
<b>5</b>	<b>Traffic Control Total &amp; Change Order Pricing</b>	<b>1.00</b>	<b>LS</b>					<b>\$ 9,300.00</b>
13.0	Pavement Grind (Cold Plane Method) Original Bid	11314.00	SY			\$ (3.00)	\$ (33,942.00)	
13.0A	Pavement Grind (Cold Plane Method) Original Bid	1296.00	SY			\$ (8.00)	\$ (10,368.00)	
13.0B	Pavement Grind (Cold Plane Method) Original Bid	4190.00	SY			\$ (6.00)	\$ (25,140.00)	
13.0	Pavement Grind (Cold Plane Method)	50097.00	SY			\$ 3.00	\$ 150,291.00	
<b>13</b>	<b>Pavement Grind (Cold Plane Method) Change Order Pricing</b>	<b>50097.00</b>	<b>SY</b>					<b>\$ 80,841.00</b>
15.0	RHMA-G Original Bid	4142.00	TN			\$ (100.00)	\$ (414,200.00)	
15.0A	RHMA-G Original Bid	474.00	TN			\$ (100.00)	\$ (47,400.00)	
15.0B	RHMA-G Original Bid	1534.00	TN			\$ (100.00)	\$ (153,400.00)	
15.0	2.5" HMA Pave	6810.00	TN			\$ 91.50	\$ 623,115.00	
<b>15</b>	<b>RHMA to HMA Total &amp; Change Order Pricing</b>	<b>6810.00</b>	<b>TN</b>					<b>\$ 8,115.00</b>
	Pavement Grind (Cold Plane Method) Side Streets and Deep Lift Sections	3407.00	SY			\$ 8.00	\$ 27,256.00	
	Pave HMA Side Streets	556.00	TN			\$ 160.00	\$ 88,960.00	
	Pave Deep Lift Sections	135.00	TN			\$ 325.00	\$ 43,875.00	
	Trench Patching	2.00	TN			\$ 325.00	\$ 650.00	
	Added Traffic Control Shifts	7.00	EA			\$ 3,100.00	\$ 21,700.00	
	<b>Added Cold Plane and Paving Change Order Pricing</b>							<b>\$ 182,441.00</b>
<b>Total</b>								<b>\$ 280,697.00</b>

**COST SHARING AGREEMENT WITH TURLOCK INN TO DEFRAY EXPENSES  
ASSOCIATED WITH THE ROAD SECTION IMPROVEMENTS ON 20<sup>TH</sup> CENTURY  
BOULEVARD AS PART OF CITY PROJECT NO. 17-53 “GOLDEN STATE  
BOULEVARD REHABILITATION”**

The parties to this Agreement (“Agreement”) are the City of Turlock (“City”), a Municipal Corporation of the State of California, and Turlock Inn, a California Corporation.

This Agreement is entered into this 12<sup>th</sup> day of October, 2021 among the parties.

RECITALS:

WHEREAS, the City of Turlock has initiated City Project No. 17-53 “Golden State Boulevard Rehabilitation” and has contracted with Granite Construction (“Contractor”), for the construction of said project; and

WHEREAS, the scope of work of road rehabilitation work on 20<sup>th</sup> Century Boulevard for City Project No. 17-53 is currently limited to approximately 75 feet measured from the centerline of 20<sup>th</sup> Century Boulevard to the continuation of the gutter flowline on the north side of Golden State Boulevard; and

WHEREAS, the owner of Turlock Inn, Naresh Patel, desires to participate in the costs of asphalt pavement road rehabilitation work within the City public right of way the full width of the roadway from the current limits of construction to the eastern property line of Turlock Inn, located at 700 and 701 20<sup>th</sup> Century Boulevard as described herein and depicted in Exhibit A; and

WHEREAS, the additional area of road rehabilitation contemplated under this agreement is approximately 1,435 square yards, which has an estimated additional construction cost of \$50,000; and

WHEREAS, by separate action at the October 12th City Council Meeting, Council is

requested to approve Contract Change Order No. 2 which includes approval of changes to the contract scope concerning paving, including the additional area on 20<sup>th</sup> Century Boulevard as described herein and depicted in Exhibit A; and

WHEREAS, the City of Turlock will pay Contractor directly for all additional asphalt pavement road rehabilitation work on 20<sup>th</sup> Century Boulevard described herein and in Exhibit A, and the Turlock Inn, pursuant to this Agreement, will reimburse the City of City of Turlock a portion of the additional cost as provided herein.

NOW, THEREFORE, the parties on the terms and conditions herein set forth, agree as follows:

1. The Turlock Inn shall pay the City a lump sum of Twenty Thousand and No/100<sup>th</sup> Dollars (\$20,000.00) for additional asphalt pavement road rehabilitation work on 20<sup>th</sup> Century Boulevard as described herein and depicted in Exhibit A.
2. The City of Turlock will authorize and pay Contractor to perform additional road rehabilitation work on 20<sup>th</sup> Century Boulevard beginning at the current limit of construction to the eastern edge of Turlock Inn located at 700 and 701 20<sup>th</sup> Century Boulevard as described herein and depicted in Exhibit A and which consists of a 2.5 inch deep cold plane grind of the existing pavement followed by a 2.5 inch deep hot mix asphalt overlay.
3. In accordance with the foregoing, Turlock Inn agrees to fund its share by depositing its portion of the cost with the City within thirty (30) days after execution of this Agreement.
4. The City of Turlock, as the party managing the construction contract, agrees to receive and maintain the portion of the funding described herein from Turlock Inn and to manage

the construction contract without charge.

5. To the extent reasonably required, each party to this Agreement shall, in good faith, cooperate and assist the other party in meeting its obligations under this Agreement.

6. All notices permitted or required to be given hereunder shall be effective upon being delivered by hand or by facsimile transmission or five (5) days after delivery into the United States First Class Mail if such mail is registered or certified. Each such notice shall be sent to the parties at the address respectively indicated below:

Naresh Patel  
Owner  
Turlock Inn  
700 20<sup>th</sup> Century Blvd  
Turlock, CA 95380

Anthony Orosco  
Acting City Engineer  
City of Turlock  
156 S. Broadway Ste 150  
Turlock, CA 95380

7. The parties may terminate this Agreement only upon mutual written agreement. In the event that they do so, and funds remain in the City of Turlock's account that were provided by Turlock Inn and not yet expended pursuant to this Agreement, such funds shall be redistributed to Turlock Inn within sixty (60) days of termination of the Agreement. This Agreement will automatically terminate upon completion of the work.

8. This Agreement and its Exhibits contain the entire understanding between the parties. All previous proposals, offers and other communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

9. No waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the parties.

10. If any provision of this Agreement is held by a court to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force.

11. This Agreement shall be governed according to the laws of the State of California.

12. Each of the parties represent to the other that the person or persons who have executed this document on their behalf have been authorized to do so in accordance with governing law, and that this Agreement is a binding legal obligation on each of the parties upon its execution by them.

13. This Agreement may be modified only through a written amendment signed by both parties.

14. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

***[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.

**TURLOCK INN, a  
California Corporation**

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

By: Narash Patel

By: \_\_\_\_\_  
Dan Madden, Acting City Manager

Print Name: Narash Patel

Title: owner

Date 7/30/2021

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

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_  
Anthony Orosco, P.E., Acting City Engineer

APPROVED AS TO FORM:

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

ATTEST:

By: \_\_\_\_\_  
Kellie E. Weaver, Interim City Clerk

**EXHIBIT A**



# **City Council Staff Report**

**October 12, 2021**



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From: Katie Quintero, Deputy Director of Development Services

Prepared by: Katie Quintero, Deputy Director of Development Services

Agendized by: Dan Madden, Acting City Manager

**1. ACTION RECOMMENDED:**

Motion: Authorizing use of staff time and City resources to research and prepare an Ordinance to allow Pedicabs to operate in the City of Turlock

**2. SYNOPSIS:**

At the September 14<sup>th</sup> and September 28<sup>th</sup> Council meetings a member of the public spoke under public comment asking Council to initiate an Ordinance amendment to allow Pedicabs in Turlock. At the September 28<sup>th</sup> Council meeting Mayor Bublak requested the matter be considered by the City Council as an item for future consideration.

**3. DISCUSSION OF ISSUE:**

A member of the public has requested the City of Turlock write and adopt an Ordinance to allow for the operation of Pedicabs in accordance with Article 4.5 of the Vehicle Code within the City of Turlock. A Pedicab is used for transporting eight or more passengers for hire and is a four-wheeled device that is primarily or exclusively pedal-powered. A pedicab may only operate on the local roadways if allowed to do so by Ordinance or resolution. Alcohol may be consumed on board the pedicab if authorized by local ordinance.

If Council chooses to move forward with initiating the Ordinance staff would research Ordinances created by other Cities, and then begin drafting the Ordinance. The draft Ordinance would be workshopped with the Downtown Property Owners Association to get their input on the regulations and would then be heard by the Planning Commission for additional input and public comment before being brought to Council for action.



The Ordinance would allow for pedicabs to operate in Turlock and would establish regulations for how they could operate as well as establish the permitting and inspection requirements for the business and the pedicab.

It is estimated the development of the Ordinance would take approximately 80 to 120 hours of Planning staff time, 5 to 10 hours of Police Department staff time, 30 hours of City Attorney staff time and 3 hours of City Clerk staff time. At this time there is not a mechanism to charge for the staff time spent on developing the Ordinance so this staff time would be paid for by the General Fund. Any hard costs for publishing notices would also be paid for by the General Fund. Staff is looking for direction from Council if staff time and resources should be spent on developing a Pedicab Ordinance.

**4. BASIS FOR RECOMMENDATION:**

A. Staff is looking for direction from Council if staff time and resources should be spent on developing a Pedicab Ordinance.

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

**Fiscal Impact**

Public noticing costs are estimated at approximately \$500 and Code Publishing costs are estimated at approximately \$300 The cost of the staff time spent on the project is estimated at approximately \$23,600.

**6. STAFF RECOMMENDATION:**

Staff is looking for direction from Council on this item.

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

The City Manager will implement the direction Council provides on this item.

**8. ENVIRONMENTAL DETERMINATION:**

This action is not a project under CEQA.

**9. ALTERNATIVES:**

A. The City Council may choose not to expend staff time or City resources on this request.

- B. The City Council may choose to direct staff to initiate the Pedicab Ordinance but not include in the Ordinance an allowance for alcoholic beverages to be consumed on board the pedicab.

# City Council Staff Report

## October 12, 2021



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From: Pam Franco, Councilmember District 4

Prepared by: Kellie E. Weaver, Interim City Clerk

Agendized by: Dan Madden, Acting City Manager

### 1. ACTION RECOMMENDED:

Motion: Reconsidering concurrence by City Council on September 14, 2021, to develop an ad hoc committee consisting of two Councilmembers and City staff to research and prepare a staff report on establishing guidelines in support of existing Youth Drug Abuse Awareness and Prevention Program(s) funded by cannabis derived revenues

Motion: Authorizing the establishment of an ad hoc committee consisting of Councilmembers Larson and Nosrati, to identify ideas and/or proposals for the use of cannabis derived revenue identified in Resolution No. 2020-003 (Attachment 1), for Youth Drug Awareness and Prevention Program(s)

### 2. SYNOPSIS:

Consideration to revise the makeup of the ad hoc committee to establish guidelines in support of existing Youth Drug Abuse Awareness and Prevention Program(s) funded by cannabis derived revenues.

### 3. DISCUSSION OF ISSUE:

On September 14, 2021, City Council concurrence was reached regarding an item agendized by Councilmember Nosrati in support of the establishment of an ad hoc committee comprised of two City Councilmembers and City staff to research and prepare a staff report on establishing guidelines in support of existing Youth Drug Abuse Awareness and Prevention Program(s) funded by cannabis derived revenues.

After review of the minutes of the September 14, 2021 City Council meeting, Councilmember Franco realized that though the meeting minutes were correct, they did not represent her intention, which was to establish an ad hoc committee of two (2) members of the City Council (*Councilmembers Larson and Nosrati*) only.

On September 29, 2021, using the process identified under Council Resolution 2008-019 that outlines procedures for Councilmembers wishing to place an item on the agenda, Councilmember Franco sent an email to Acting City Manager Dan Madden, requesting this matter be agendized, noting that her intention was that staff not be involved with the ad hoc committee at this time due to the City of Turlock being understaffed and it not being prudent to place another task on staff until direction from the ad hoc committee has been established. Additionally, her request noted that after such time as the ad hoc committee identifies recommendations/proposals, the item would then be brought back to the City Council to vote on whether to use staff time and resources to write the purpose, procedure, and means of distribution of the funds.

**4. BASIS FOR RECOMMENDATION:**

- A. Resolution No. 2008-019 outlines procedures and rules for placing matter on the City Council Meeting Agenda.

*Each City Council agenda shall specifically provide for a discussion of Future Agenda Items. Council members wishing to place items on a future agenda shall submit requests to the City Manager at least ten (10) days before the Council meeting. The item shall identify the council member making the request and contain a brief description of the subject matter. Staff shall assist in framing the request. The Council will consider only whether staff time and City resources should be expended on the item. Any such items deemed by the City Manager to be of an urgent nature may be placed directly on the agenda.*

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

There is no fiscal impact to the request as it would not require staff time.

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

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

The City Council may choose not to reconsider concurrence reached by City Council on September 14, 2021, to develop an ad hoc committee consisting of two Councilmembers and City staff to research and prepare a staff report establishing guidelines in support of existing Youth Drug Abuse Awareness and Prevention Program(s) funded by cannabis derived revenues.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

<b>IN THE MATTER OF ADOPTING A POLICY ON          THE USE OF REVENUES DERIVED FROM THE          VARIOUS COUNCIL APPROVED CANNABIS-          RELATED BUSINESSES</b>	} } } } } }	<b>RESOLUTION NO 2020-003</b>
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**WHEREAS**, the City Council approved Ordinance 1255-CS on June 11, 2019, approving a cannabis pilot program; and

**WHEREAS**, the cannabis pilot program established a regulatory structure to allow all cannabis businesses permitted by state law, including retail, manufacturing, cultivation, distribution, and testing; and

**WHEREAS**, the City Council desires to use cannabis derived revenues on cannabis related expenses, unfunded liabilities, asset replacement, and one-time emergency capital improvement projects; and

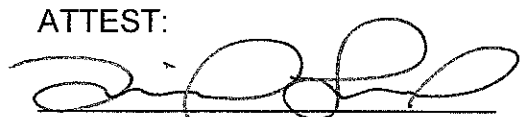
**WHEREAS**, the policy on the use of revenues derived from the various Council approved cannabis-related businesses is attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby adopt a policy on the use of revenues derived from the various Council approved cannabis-related businesses.

**PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Turlock this 14<sup>th</sup> day of January, 2020, by the following vote:

- AYES: Councilmembers Arellano, Nosrati, Larson, Esquer, and Mayor Bublak
- NOES: None
- NOT PARTICIPATING: None
- ABSENT: None

ATTEST:



\_\_\_\_\_  
 Jennifer Land, City Clerk,  
 City of Turlock, County of Stanislaus,  
 State of California

**CITY OF TURLOCK  
POLICY ON USE OF CANNABIS DERIVED REVENUES**

**A. PURPOSE**

On June 11, 2019, City Council approved Ordinance 1255-CS amending the Turlock Municipal Code which established a Cannabis Business Pilot Program. The purpose of this policy is to define the use of the revenues derived from cannabis related businesses.

**B. POLICY**

It is City Policy that the Public Benefit revenues derived from development agreements with cannabis related businesses be used for cannabis business related expenses to the City of Turlock, unfunded liabilities, and one-time capital improvements.

**C. PROCEDURES**

- 1. Revenue collection:** All revenues collected via development agreement and state sales tax revenues derived from a cannabis related business shall be collected and placed in a special account within Fund 110 (General Fund).
- 2. Expenses:** Cannabis derived revenues will be used as follows:
  - a. All cannabis business related expenses, including but not limited to:
    - i. Collection of revenues, including security;
    - ii. Deposit of revenue, including security;
    - iii. Enforcement of the provisions of the Cannabis Business Pilot Program including authorized and unauthorized activities;
    - iv. Monitoring of businesses for compliance with the terms of Development Agreements and land use entitlements; Drug abuse awareness and prevention programs with a particular emphasis on youth programs;
    - v. Auditing;
    - vi. Code enforcement;
    - vii. Legal Fees.
  - b. Unfunded liabilities as follows:
    - i. Asset replacement funds (General Fund), including but not limited to City facilities, equipment and vehicles;
    - ii. Engineering Fund (Fund 502) and Landscape Assessment (Fund 246);
    - iii. CalPERS Unfunded Liability (General Fund).
  - c. Capital Expenses for one-time emergency Capital Improvement projects:
    - i. The City Manager shall recommend to the City Council a project for the use of cannabis revenues identified above for use on one-time emergency capital improvement projects.