

City Council Meeting Agenda



August 8, 2023

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members
Kevin Bixel
Cassandra Abram
Rebecka Monez
Pam Franco
Vice Mayor

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

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

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

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

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

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

CALL TO ORDER SALUTE TO THE FLAG ROLL CALL AND DECLARATION OF CONFLICTS

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.

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

- A. Proclamation Certificate of Appreciation – Golden Valley Health Centers
- B. Presentation Certificate of Achievement – Turlock Little League
- C. Presentation We Care Program Update by Maris Sturtevant
- D. Appointment Measure A Citizen Oversight Committee

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, AUGUST 8, 2023**

Next City Council Resolution: 2023-184

Next Ordinance: 1307-CS

3. PUBLIC PARTICIPATION

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

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

5. 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 2023-XXX: Accepting Weekly Demands of 07/20/2023 in the amount of \$1,507,678.47, 07/27/2023 in the amount of \$1,797,869.11 and the EFT Payment Register for February 2023 in the amount of \$7,299,855.99
- B. Motion: Accepting Minutes of the 07/25/2023 Regular Meeting of the City of Turlock City Council
- C. Resolution 2023-XXX: Approving an agreement with Chemtrade Chemicals Corporation under Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 01-2023 "For Supply and Delivery of Aluminum Sulfate," for a period of one (1) year, in an amount not to exceed an annual compensation of \$200,000, funded in the Stanislaus Regional Water Authority (SRWA) operations budget fund 450 "SRWA Operations" account number 450-53-550.44005 "Chemicals" (Goodman)
- D. Motion: Rejecting all bids submitted for City Project No. 21-044 "Pedretti Park Lighting Improvements" (Schulze)
- E. Resolution 2023-XXX: Authorizing the investment of monies in the Local Agency Investment Fund (LAIF) (Moreno)
- F. Resolution 2023-XXX: Approving a Memorandum of Understanding (MOU) between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District authorizing the acceptance of an allocation of funds and execution of a grant MOU to implement the After-School Education and Safety (ASES) Program for the 2023-2024 school year (Schulze)
- G. Resolution 2023-XXX: Approving Amendment No. 3 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment, increase the annual compensation amount to \$1,000,000, and in a total amount not to exceed \$5,400,000, if all renewal periods are exercised, to City account(s) 46031 (Moreno)

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- H. Resolution 2023-XXX: Approving the Tentative Agreement updating the Memorandum of Understanding (“MOU”) between the City of Turlock and Turlock Firefighters, Local # 2434 (FIRE) covering the period of July 1, 2022 through June 30, 2024 with no appropriation needed for \$255,362 in Fund 110 for Fiscal Year 2022-2023 due to salary savings; appropriating \$26,693 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2022-2023 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts; appropriating \$485,331 from unassigned reserve in Fund 110 “General Fund” for Fiscal Year 2023-2024 to 110-30-300 “Fire Operations” to various salary and benefit accounts; appropriating \$49,147 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2023-2024 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts (*Dhami*)
- I. Resolution 2023-XXX: Authorizing the City Manager to execute applications and contracts, along with any other documents necessary to apply for and accept grant funds administered by the San Joaquin Valley Air Pollution Control District for the Public Benefit Grants Program (*Hedden*)

6. FINAL READINGS

None

7. PUBLIC HEARINGS

- A. Approving the Engineer’s Report for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock and confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock pursuant to Resolution No. 97-128 (*Schulze*)

Recommended Action:

Resolution 2023-XXX: Approving the Engineer’s Report for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock

Resolution 2023-XXX: Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts (Exhibit A) and all Street Maintenance Benefit Assessment Areas (Exhibit B) in the City of Turlock pursuant to Resolution No. 97-128

8. ACTION ITEMS

- A. Approving payment of annual investor invoice of \$50,000 for year three of a five-year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager approve annual payment (*Sims*)

Recommended Action: Motion: Approving payment of annual investor invoice of \$50,000 for year three of a five-year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager approve annual payment

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- B. Approving a Resolution of Intent to renew the Downtown Turlock Property and Business Improvement District (DTPBID), approving the Management District Plan, and reviewing the draft PBID Agreement between the City of Turlock and the Turlock Downtown Property Owner's Association (TDPOA) and provide feedback (*Sims*)

Recommended Action: Resolution 2023-XXX: Approving a Resolution of Intent to renew the Downtown Turlock Property and Business Improvement District (DTPBID), approving the Management District Plan Council and reviewing the draft PBID Agreement between the City of Turlock and the Turlock Downtown Property Owner's Association (TDPOA) and provide feedback

- C. Seeking City Council direction on four (4) policy decisions related to the City's Cannabis Business Pilot Program (*Wilson*)

Recommended Action: Motion(s): Seeking City Council direction on four (4) policy decisions related to the City's Cannabis Business Pilot Program

- D. Approving the purchase of a sprinter van, property and evidence truck and two (2) unmarked vehicles with a purchase price not to exceed \$295,000 and appropriate funds from Fund 118 "Measure A" unassigned reserves to account number 118-20-210.48001_090 "Transfers Out Vehicle & Equip Replacement" and Fund 506 "Equipment Replacement" account number 506-00-000-213.38001_090 "Transfers In Vehicle & Equip Replacement" to be expensed from account 506-00-000-213.51020 "Equipment Replacement" (*Hedden*)

Recommended Action: Resolution 2023-XXX: Approving the purchase of a sprinter van, property and evidence truck and two (2) unmarked vehicles with a purchase price not to exceed \$295,000 and appropriate funds from Fund 118 "Measure A" unassigned reserves to account number 118-20-210.48001_090 "Transfers Out Vehicle & Equip Replacement" and Fund 506 "Equipment Replacement" account number 506-00-000-213.38001_090 "Transfers In Vehicle & Equip Replacement" to be expensed from account 506-00-000-213.51020 "Equipment Replacement"

9. 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. City Manager's Monthly Reports
- B. Homeless Ad-Hoc Committee – Future Meeting

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

11. 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.

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12. CLOSED SESSION

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

13. REPORTS FROM CLOSED SESSION

14. ADJOURNMENT

DECLARATION OF POSTING

I, Julie Christel, City Clerk for the City of Turlock, certify that I caused to be posted a copy of the City of Turlock City Council Agenda for the Regular Meeting of Tuesday, August 8, 2023 at City Hall, 156 S. Broadway, Turlock, California, 95380 on Thursday, August 3, 2023.

Dated: August 3, 2023

/s/Julie Christel

Julie Christel, City Clerk



CITY OF TURLOCK

Certificate of Recognition

Presented to

Golden Valley Health Centers

*On behalf of the residents of our great city, the City of Turlock
City Council recognizes and sincerely appreciates
Golden Valley Health Centers for over 50 years of high-quality, af-
fordable, comprehensive primary and preventative health care.*



AMY BUBLAK, MAYOR

August 8, 2023

DATE



CITY OF TURLOCK

Certificate of Recognition

Presented by the City of Turlock City Council on
behalf of the citizens of Turlock to

Turlock American Little League 11U All Stars

The City of Turlock City Council recognizes and
congratulates you on winning District 73 and Section 6
championships earning a spot at the State Tournament
and taking 4th Place.



AMY BUBLAK, MAYOR

August 8, 2023

DATE



CITY OF TURLOCK

Certificate of Recognition

Presented by the City of Turlock City Council on
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Turlock American Little League 10U All Stars

The City of Turlock City Council recognizes and
congratulates you on winning District 73 and Section 6
championships earning a spot at the State Tournament
and taking 5th Place.



AMY BUBLAK, MAYOR

August 8, 2023

DATE

Agenda Item 2C

Presentation

**We Care Program Update
Maris Sturtevant**

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

Appoint community member to a term expiring on 07/01/26.

One (1) Applicant:

- Linda Gatton

The application for the above-mentioned applicant can be viewed in the office of the City Clerk.

MAYOR BUBLAK'S RECOMMENDED APPOINTMENT:

Appoint Linda Gatton to the Measure A Local Transaction Sales and Use Tax Citizens' Oversight Committee for the remainder of a term expiring on 07/01/26.

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
4890	02/01/2023	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$61.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10/1/22-12/31/22		02/01/2023		OCT-DEC 2022 STATE CNG FUEL TAX		\$61.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$61.00		
4891	02/02/2023	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$677.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0031760517		02/03/2023		JAN-DEC 2022 CNG STATE FUEL TAX (BUS)		\$677.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$677.00		
4892	02/09/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$4,400.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1827ShadownPk-Dp		02/09/2023		Deposit for purchase of 1827 Shadown Park Dr. Escrow#1612009878		\$4,400.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$4,400.00		
4893	02/02/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$422,510.84		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	570 Jason Dr-Pur		02/02/2023		Purchase of 570 Jason Dr. Escrow# 1612009850-SR		\$422,510.84		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$422,510.84		
4894	02/02/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$363,288.66		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2065 Cody Ct-pur		02/02/2023		Purchase of 2065 Cody Crt, Tlk. Escrow# 16129786-SR		\$363,288.66		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$363,288.66		
4957	02/10/2023	Open			Accounts Payable	US BANK	\$1,215,468.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2211100		02/10/2023		TUR.PUB.FIN.AUTHORITY WATER REV BONDS, SERIES 2017		\$1,215,468.75		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$1,215,468.75		
4958	02/10/2023	Open			Accounts Payable	US BANK	\$6,363.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2210704		02/10/2023		COT COMM. FACIL. DIST#1(MV CORR) SPCL TX RFND BONDS, SERIES 2015		\$6,363.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	705 - NW Triangle Mello Roos (CFD #1)				705.11000 (Cash)		\$6,363.00		
4959	02/14/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$4,339.06		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1612009842-SR		02/14/2023		Purchase and Sale Agreement closing statement-101 Wayside Dr		\$4,339.06		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	115 - Measure A - Roads			115.11000 (Cash)			\$4,339.06		
4960	02/16/2023	Open			Accounts Payable	Cypress Title Corporation	\$3,750.00		
	Invoice		Date	Description			Amount		
	573 Birchwood-Dp		02/16/2023	Deposit for purchase of 573 Birchwood Way, Turlock			\$3,750.00		
	Paying Fund			Cash Account			Amount		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$3,750.00		
4964	02/24/2023	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$3,456,736.79		
	Invoice		Date	Description			Amount		
	30 Rev 01		02/16/2023	SRWA - Design Build Contract 2022-23 for January 2023			\$3,456,736.79		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$3,456,736.79		
5071	02/24/2023	Open			Accounts Payable	US BANK-VISA	\$128,202.43		
	Invoice		Date	Description			Amount		
	2/22/2023X9452		02/24/2023	Procurement Card Charges - 2/22/23 Statement			\$128,202.43		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$128,202.43		
5250	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description			Amount		
	817021652		02/23/2023	PREMIUMS FEBRUARY 2023 - CITY OF TURLOCK			\$15.33		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$15.33		
5251	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description			Amount		
	817033782		02/23/2023	PREMIUMS FEBRUARY 2023 - RETIREE			\$81.76		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$81.76		
5252	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$66.43		
	Invoice		Date	Description			Amount		
	817033788		02/23/2023	PREMIUMS FEBRUARY 2023 - MGMT			\$66.43		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$66.43		
5253	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$51.10		
	Invoice		Date	Description			Amount		
	817033786		02/23/2023	PREMIUMS FEBRUARY 2023 - CONFIDENTIAL			\$51.10		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$51.10		
5254	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$189.07		
	Invoice		Date	Description			Amount		
	817033785		02/23/2023	PREMIUMS FEBRUARY 2023 - FIRE			\$189.07		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$189.07		
5255	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$413.91		
	Invoice		Date	Description			Amount		
	817033784		02/23/2023	PREMIUMS FEBRUARY 2023 - TAPO			\$413.91		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			\$413.91		
5256	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$5.11		
	Invoice		Date	Description			Amount		
	817033783		02/23/2023	PREMIUMS FEBRUARY 2023 - TMAPS			\$5.11		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5.11		
5257	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$740.95		
	Invoice		Date	Description			Amount		
	817033787		02/23/2023	PREMIUMS FEBRUARY 2023 - TCEA			\$740.95		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$740.95		
5258	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,799.62		
	Invoice		Date	Description			Amount		
	817053858		02/21/2023	CLAIMS JANUARY 2023 - TCEA			\$2,799.62		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$2,799.62		
5259	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$120.50		
	Invoice		Date	Description			Amount		
	817053855		02/21/2023	CLAIMS JANUARY 2023 - FIRE			\$120.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$120.50		
5260	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$426.50		
	Invoice		Date	Description			Amount		
	817053851		02/21/2023	CLAIMS JANUARY 2023 - TAPO			\$426.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$426.50		
5261	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$738.48		
	Invoice		Date	Description			Amount		
	817053845		02/21/2023	CLAIMS JANUARY 2023 - MGMT			\$738.48		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$738.48		
5262	02/10/2023	Open			Accounts Payable	CalPERS	\$278,587.49		
	Invoice		Date	Description			Amount		
	1/31/23PR		02/10/2023	1/31/23PR-CALPERS			\$278,587.49		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$278,587.66		
	110 - General Fund			110.11000 (Cash)			(\$0.17)		
5263	02/23/2023	Open			Accounts Payable	CalPERS	\$272,884.43		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/23/2023	2/15/23PR-CALPERS			\$272,884.43		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$272,884.43		
5264	02/01/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,559.27		
	Invoice		Date	Description			Amount		
	BE005360710		01/26/2023	DELTA DENTAL CLAIMS FOR 1/20/23-1/26/23			\$4,559.27		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			\$4,559.27		
5265	02/01/2023	Open			Accounts Payable	UMR		\$58,125.45	
	Invoice		Date	Description			Amount		
	1/24/23-1/30/23		01/30/2023	UMR CLAIMS FOR 1/24/23-1/30/23			\$58,125.45		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$58,125.45		
5266	02/03/2023	Open			Accounts Payable	GOLDEN ONE CREDIT UNION		\$5,574.31	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-GOLDEN 1 CU			\$5,574.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,574.31		
5267	02/03/2023	Open			Accounts Payable	T A P O		\$5,032.48	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-TAPO DUES			\$5,032.48		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,032.48		
5268	02/03/2023	Open			Accounts Payable	T C E A		\$2,916.00	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-TCEA DUES			\$2,916.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,916.00		
5269	02/03/2023	Open			Accounts Payable	TMAPS		\$225.00	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-TMAPS DUES			\$225.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$225.00		
5270	02/03/2023	Open			Accounts Payable	T C E A		\$72.00	
	Invoice		Date	Description			Amount		
	1/31/23PR-BENEVO		02/03/2023	1/31/23PR-TCEA BENEVOLENCE DUES			\$72.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$72.00		
5271	02/03/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE		\$188,989.12	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-FEDERAL TAXES			\$188,989.12		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$188,989.12		
5272	02/03/2023	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES		\$56,583.61	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-STATE TAXES			\$56,583.61		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$56,583.61		
5273	02/03/2023	Open			Accounts Payable	CA SDU		\$2,898.29	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-CHILD SUPPORT PAYMENT			\$2,898.29		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,898.29		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5274	02/07/2023	Open			Accounts Payable	ICMA-RC	\$86,074.49		
	Invoice		Date	Description			Amount		
	1/31/23PR		02/07/2023	1/31/23PR-ICMA			\$86,074.49		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$86,074.49		
5275	02/07/2023	Open			Accounts Payable	ICMA-RC	\$22,283.31		
	Invoice		Date	Description			Amount		
	1/31/23PR-CONV		01/31/2023	1/31/23PR-SICK LEAVE CONVERSION-GROSSMAN & RAMOS			\$22,283.31		
	Paying Fund			Cash Account			Amount		
	259 - HOME-ARP			259.11000 (Cash)			\$225.23		
	501 - Information Technology			501.11000 (Cash)			\$22,058.08		
5276	02/07/2023	Open			Accounts Payable	T A P O	\$14,350.78		
	Invoice		Date	Description			Amount		
	1/31/23PR-RHS		02/07/2023	1/31/23PR-TAPO RHS DUES			\$14,350.78		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$14,350.78		
5277	02/07/2023	Open			Accounts Payable	TFRA	\$8,754.20		
	Invoice		Date	Description			Amount		
	1/31/23PR-RHS		02/07/2023	1/31/23PR-TFRA RHS DUES			\$8,754.20		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$8,754.20		
5278	02/07/2023	Open			Accounts Payable	T A P O	\$14,250.34		
	Invoice		Date	Description			Amount		
	1/15/23PR-RHS		02/07/2023	1/15/23PR-TAPO RHS DUES			\$14,250.34		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$14,250.34		
5279	02/07/2023	Open			Accounts Payable	TFRA	\$8,851.25		
	Invoice		Date	Description			Amount		
	1/15/23PR-RHS		02/07/2023	1/15/23PR-TFRA RHS DUES			\$8,851.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$8,851.25		
5280	02/08/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,463.64		
	Invoice		Date	Description			Amount		
	BE005370046		02/08/2023	DELTA DENTAL CLAIMS FOR 1/27/23-2/2/23			\$5,463.64		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5,463.64		
5281	02/08/2023	Open			Accounts Payable	UMR	\$87,234.87		
	Invoice		Date	Description			Amount		
	1/31/23-2/6/23		02/08/2023	UMR CLAIMS FOR 1/31/23-2/6/23			\$87,234.87		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$87,234.87		
5282	02/14/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,030.60		
	Invoice		Date	Description			Amount		
	BE005372933		02/14/2023	DELTA DENTAL CLAIMS FOR 2/3/23-2/9/23			\$6,030.60		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$6,030.60		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5283	02/16/2023	Open			Accounts Payable	UMR	\$51,163.85		
	Invoice		Date	Description			Amount		
	2/7/23-2/13/23		02/16/2023	UMR CLAIMS FOR 2/7/23-2/13/23			\$51,163.85		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$51,163.85		
5284	02/15/2023	Open			Accounts Payable	UMR		(\$972.34)	
	Invoice		Date	Description			Amount		
	JAN23 COBRA REF		02/15/2023	UMR JANUARY COBRA REFUND			(\$972.34)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$972.34)		
5285	02/15/2023	Open			Accounts Payable	UMR		(\$43,595.00)	
	Invoice		Date	Description			Amount		
	JAN23 RET REFUND		02/15/2023	UMR JANUARY 2023 RETIREE REFUND			(\$43,595.00)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$43,595.00)		
5286	02/17/2023	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$5,574.31		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-GOLDEN 1 CU			\$5,574.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,574.31		
5287	02/17/2023	Open			Accounts Payable	T A P O	\$5,076.56		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-TAPO DUES			\$5,076.56		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,076.56		
5288	02/17/2023	Open			Accounts Payable	T C E A	\$2,895.75		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-TCEA DUES			\$2,895.75		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,895.75		
5289	02/17/2023	Open			Accounts Payable	TFRA	\$5,458.42		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-TFRA DUES			\$5,458.42		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,458.42		
5290	02/17/2023	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$435.00		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-FIRE INC DUES			\$435.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$435.00		
5291	02/17/2023	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$215.00		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-TURLOCK HEALTH CLUB			\$215.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$215.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5292	02/17/2023	Open			Accounts Payable	T C E A	\$71.50		
			Date	Description			Amount		
	2/15/23PR-BENEVO		02/17/2023	2/15/23PR-TCEA BENEVOLENCE DUES			\$71.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$71.50		
5293	02/17/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$168,361.97		
			Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-FEDERAL TAXES			\$168,361.97		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$168,361.97		
5294	02/17/2023	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$48,891.39		
			Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-STATE TAXES			\$48,891.39		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$48,891.39		
5295	02/17/2023	Open			Accounts Payable	CA SDU	\$2,649.50		
			Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-CHILD SUPPORT PAYMENT			\$2,649.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,649.50		
5296	02/22/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$9,546.86		
			Date	Description			Amount		
	BE005377550		02/22/2023	DELTA DENTAL CLAIMS FOR 2/10/23-2/16/23			\$9,546.86		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$9,546.86		
5297	02/22/2023	Open			Accounts Payable	ICMA-RC	\$86,920.12		
			Date	Description			Amount		
	2/15/23PR		02/22/2023	2/15/23PR-ICMA			\$86,920.12		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$86,920.12		
5298	02/22/2023	Open			Accounts Payable	UMR	\$111,703.95		
			Date	Description			Amount		
	MAR 23 PREM		02/22/2023	UMR MARCH 2023 HEALTH PREMIUMS			\$111,703.95		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$111,703.95		
5299	02/22/2023	Open			Accounts Payable	UMR	\$490.72		
			Date	Description			Amount		
	MAR CUSTODIAL		02/22/2023	UMR MARCH 2023 CUSTODIAL AND BANKING FEE			\$490.72		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$490.72		
5300	02/22/2023	Open			Accounts Payable	UMR	\$41,504.76		
			Date	Description			Amount		
	2/14/23-2/20/23		02/22/2023	UMR CLAIMS FOR 2/14/23-2/20/23			\$41,504.76		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$41,504.76		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5301	02/23/2023	Open			Accounts Payable	T A P O	\$14,576.39		
	Invoice		Date	Description			Amount		
	2/15/23PR-RHS		02/23/2023	2/15/23PR-TAPO RHS DUES			\$14,576.39		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$14,576.39		
5302	02/23/2023	Open			Accounts Payable	TFRA	\$8,602.55		
	Invoice		Date	Description			Amount		
	2/15/23PR-RHS		02/23/2023	2/15/23PR-TFRA RHS DUES			\$8,602.55		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$8,602.55		
5303	02/24/2023	Open			Accounts Payable	CalPERS	\$1,173.40		
	Invoice		Date	Description			Amount		
	2/15/23PR-SOLORI		02/24/2023	2/15/23PR-CALPERS-M SOLORIO			\$1,173.40		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,173.40		
5304	02/24/2023	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$22,728.59		
	Invoice		Date	Description			Amount		
	MARCH 2023		02/24/2023	UNUM LTD AND LIFE INSURANCE FOR MARCH 2023			\$22,728.59		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$22,728.59		
5305	02/27/2023	Open			Accounts Payable	UMR	(\$5,996.64)		
	Invoice		Date	Description			Amount		
	JAN23 OSR REFUND		02/27/2023	JANUARY 2023 OSR REFUND			(\$5,996.64)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$5,996.64)		
5306	02/28/2023	Open			Accounts Payable	Optum Bank, Inc.	\$21,192.16		
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-HSA EE & ER			\$10,508.58		
	2/15/23PR		02/17/2023	2/15/23PR-HSA EE & ER			\$10,683.58		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$21,192.16		

Type EFT Totals:

AP - Accounts Payable Totals

68 Transactions

\$7,299,855.99

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	\$7,299,855.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	68	\$7,299,855.99	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	\$7,299,855.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

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From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total		68	\$7,299,855.99	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	\$7,299,855.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	68	\$7,299,855.99	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	\$7,299,855.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	68	\$7,299,855.99	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
139078	07/19/2023	Open			Utility Management Refund	VALENCIA, JOSE	\$2,068.35		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		000941-002	CUST OVERPAYMENT ERROR	07/19/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$2,068.35			
139079	07/20/2023	Open			Accounts Payable	A & P CONSTRUCTION	\$6,311.25		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	Inv 3004-04		06/30/2023	Rehab at 3004 Andre Ln, Turlock		\$6,311.25			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	255 - CDBG			255.11000 (Cash)		\$6,311.25			
139080	07/20/2023	Open			Accounts Payable	ABS DIRECT INC	\$2,555.19		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	132458		06/30/2023	BUSINESS LICENSE RENEWALS - JUNE 2023		\$2,067.53			
	132420		06/28/2023	UT DELINQ - JUNE 2023		\$487.66			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$2,230.08			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$162.56			
	420 - WATER			420.11000 (Cash)		\$162.55			
139081	07/20/2023	Open			Accounts Payable	Animal Damage Management, Inc	\$5,400.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	300293		06/30/2023	ANIMAL DAMAGE MANAGEMENT - GOPHER CONTROL		\$5,400.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$3,105.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,295.00			
139082	07/20/2023	Open			Accounts Payable	Aramark Uniform Services	\$3,216.66		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	06/30/23		06/30/2023	UNIFORM RENTAL & LAUNDRY SERVICES - JUNE 2023		\$3,216.66			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$1,104.27			
	205 - Sports Facilities			205.11000 (Cash)		\$93.47			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$143.26			
	246 - Landscape Assessment			246.11000 (Cash)		\$194.87			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,108.41			
	420 - WATER			420.11000 (Cash)		\$227.80			
	426 - Transit			426.11000 (Cash)		\$90.78			
	505 - Fleet			505.11000 (Cash)		\$253.80			
139083	07/20/2023	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$715.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	00000020672		09/30/2022	SR02, 14-44 Inter Improv at W Main St and Tegner-9/1/22-9/30/22		\$715.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$715.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139084	07/20/2023	Open			Accounts Payable	AT&T Corp	\$637.84		
	Invoice		Date	Description			Amount		
	3104589706		06/11/2023	SRWA - JPA, Surface Water, Operations - Internet Access			\$637.84		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$637.84		
139085	07/20/2023	Open			Accounts Payable	AT&T MOBILITY	\$499.26		
	Invoice		Date	Description			Amount		
	5470X07102023		07/02/2023	FIRE - JUN 03 - JUL 02, 2023			\$499.26		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$499.26		
139086	07/20/2023	Open			Accounts Payable	AT&T/SBC	\$65.85		
	Invoice		Date	Description			Amount		
	RELAY 7/1/23		07/01/2023	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			\$4.28		
	FIRE 7/1/23		07/01/2023	Acct# 233 841-5391 333 1/ Fire Dept			\$61.57		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$65.85		
139087	07/20/2023	Open			Accounts Payable	BAYSIDE INSULATION INC	\$5,400.00		
	Invoice		Date	Description			Amount		
	F-239422		06/21/2023	INSULATE RECYCLED WATER PIPING			\$5,400.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,400.00		
139088	07/20/2023	Open			Accounts Payable	CA BLDG STANDARDS COMMS	\$2,416.50		
	Invoice		Date	Description			Amount		
	1/1/23-6/30/23		06/30/2023	BSASRF PAYMENT JAN-JUNE 2023			\$2,416.50		
	Paying Fund			Cash Account			Amount		
	405 - Building			405.11000 (Cash)			\$2,416.50		
139089	07/20/2023	Open			Accounts Payable	CAROLLO ENGINEERS	\$71,366.52		
	Invoice		Date	Description			Amount		
	FB37679		05/31/2023	21-036 CIP Update to Storm & Sewer Master Plans-5/31/23			\$3,452.50		
	FB37642		05/31/2023	18-69 Surface Water Distribution System Improv Phase 1-5/31/23			\$35,664.34		
	FB37644		05/31/2023	18-69 Surface Water Distribution System Improv Phase 1-5/31/23			\$32,249.68		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,452.50		
	420 - WATER			420.11000 (Cash)			\$67,914.02		
139090	07/20/2023	Open			Accounts Payable	Center for Human Services	\$1,587.92		
	Invoice		Date	Description			Amount		
	Draw 4 FY22-23		06/30/2023	CENTER FOR HUMAN SERV. PUBLIC SERV. FY 2022-2023 Apr-June 2023			\$1,587.92		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$1,587.92		
139091	07/20/2023	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$11,303.74		
	Invoice		Date	Description			Amount		
	76465		06/30/2023	CHAMPION - JUNE			\$364.00		
	76109		06/30/2023	CHAMPION - PSF			\$10,000.00		

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	76152		06/13/2023		CHAMPION - CITY HALL AC In Payroll		\$285.00		
	76190		06/15/2023		CHAMPION - TRANSIT		\$654.74		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$10,285.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$79.00		
	426 - Transit				426.11000 (Cash)		\$654.74		
	501 - Information Technology				501.11000 (Cash)		\$285.00		
139092	07/20/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$443.33		
	Invoice			Date	Description		Amount		
	0780628070123		07/01/2023		8203 13 001 0780628 / 244 N Broadway (PSF TV)		\$443.33		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$443.33		
139093	07/20/2023	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$309.22		
	Invoice			Date	Description		Amount		
	5164662545		06/28/2023		MEDICAL SUPPLIES FOR FLEET		\$199.15		
	5164662586		06/28/2023		MEDICAL SUPPLIES FOR OPS		\$110.07		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$110.07		
	505 - Fleet				505.11000 (Cash)		\$199.15		
139094	07/20/2023	Open			Accounts Payable	CLARK BROS INC	\$9,262.50		
	Invoice			Date	Description		Amount		
	PP19/20-027		06/30/2023		20-027 City Wide Chlorination-05/01/23-6/30/23		\$9,262.50		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$9,262.50		
139095	07/20/2023	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$4,963.00		
	Invoice			Date	Description		Amount		
	MW-6-23		06/30/2023		MONTHLY WEED CONTROL SERVICES - JUNE 2023		\$3,293.00		
	MP-6-23		06/30/2023		MONTHLY PEST CONTROL SERVICES - JUNE 2023		\$1,670.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$430.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$303.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,195.00		
	416 - Recycled Water Sales				416.11000 (Cash)		\$75.00		
	420 - WATER				420.11000 (Cash)		\$755.00		
	426 - Transit				426.11000 (Cash)		\$60.00		
	505 - Fleet				505.11000 (Cash)		\$145.00		
139096	07/20/2023	Open			Accounts Payable	COHNREZNICK LLP	\$42,048.72		
	Invoice			Date	Description		Amount		
	3368909		06/30/2023		Professional Services 03/17/23 - 05/31/23		\$42,048.72		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$16,819.49		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$16,819.49		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$8,409.74		

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139097	07/20/2023	Open			Accounts Payable	COIT RESTORATION SVCS INC	\$1,545.29		
	Invoice		Date	Description			Amount		
	MOD-000014657		05/31/2023	ST#33 EMERGENCY WATER SERVICES			\$1,545.29		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,545.29		
139098	07/20/2023	Open			Accounts Payable	CONDOR EARTH TECH INC	\$484.50		
	Invoice		Date	Description			Amount		
	89383		06/30/2023	PROFESSIONAL SERVICES 3.9.23-6.23.23 COT			\$484.50		
	HMBP 2023								
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$484.50		
139099	07/20/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$4,087.26		
	Invoice		Date	Description			Amount		
	67835		06/20/2023	Standard Security 6.20.23-6/23.23			\$884.52		
	67797		06/12/2023	Standard Security & Meeting 6.12.23-6.16.23			\$1,200.42		
	67872		06/26/2023	Standard Security & Meeting 6.26.23-6.30.23			\$1,188.27		
	67766		06/05/2023	Standard Security 6.5.23-6.9.23			\$814.05		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,087.26		
139100	07/20/2023	Open			Accounts Payable	CULLIGAN INC	\$314.60		
	Invoice		Date	Description			Amount		
	6.30.23		06/30/2023	ACCT #180900 De-ionized water for WQC Lab			\$314.60		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$314.60		
139101	07/20/2023	Open			Accounts Payable	DEPT OF CONSERVATION	\$7,793.40		
	Invoice		Date	Description			Amount		
	2024-00000011		06/30/2023	1/1-6/30 2023 SMIP PAYMENT			\$7,793.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$8,203.57		
	405 - Building			405.11000 (Cash)			(\$410.17)		
139102	07/20/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$118.23		
	Invoice		Date	Description			Amount		
	8-185-77610		06/30/2023	SHIPPING CHARGES 6/30/23			\$118.23		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$118.23		
139103	07/20/2023	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$27.70		
	Invoice		Date	Description			Amount		
	2189758		04/14/2023	Lab supplies			\$27.70		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$27.70		
139104	07/20/2023	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,914.52		
	Invoice		Date	Description			Amount		
	07152023WILSON		07/14/2023	7-15-23 PAYROLL WITHHOLDING			\$1,914.52		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,914.52		

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139105	07/20/2023	Open			Accounts Payable	FRANCHISE TAX BOARD	\$398.43		
	Invoice		Date		Description		Amount		
	07152023GONZALEZ		07/14/2023		7-15-23 PAYROLL WITHHOLDING		\$398.43		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$398.43		
139106	07/20/2023	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$21,515.37		
	Invoice		Date		Description		Amount		
	J3F2702		06/27/2023		DRINKING WATER WELLS		\$326.97		
	J3F0633		06/06/2023		DRINKING WATER WELL		\$817.43		
	J3F0601		06/06/2023		DRINKING WATER WELLS		\$98.42		
	J3F1301		06/13/2023		DRINKING WATER WELLS		\$326.97		
	J3F2007		06/20/2023		DRINKING WATER WELLS		\$319.19		
	J3F2215		06/22/2023		LEAD AND COPPER		\$588.55		
	J3F1904		06/19/2023		PROCESS CONTROL - WELL 38		\$312.28		
	J3F1212		06/12/2023		DBP QUARTERLY SITES		\$1,842.18		
	J3F1204		06/12/2023		DBP QUARTERLY SITES		\$1,190.43		
	J3F0511		06/05/2023		DBP QUARTERLY SITES		\$1,543.74		
	J3F2005		06/20/2023		LEAD AND COPPER		\$196.19		
	J3F2008		06/20/2023		DRINKING WATER WELLS		\$638.37		
	J3F2605		06/26/2023		DRINKING WATER WELLS		\$941.99		
	J3F1505		06/15/2023		PRS STATION MONITORING W37 (CONFLUENCE)		\$718.79		
	J3F1504		06/15/2023		PRS STATION MONITORING W24 (CONFLUENCE)		\$718.79		
	J3F0707		06/07/2023		PRS STATION MONITORING W24 (CONFLUENCE)		\$718.79		
	J3F2208		06/22/2023		PRS STATION MONITORING W24 (CONFLUENCE)		\$718.79		
	J3F2207		06/22/2023		PRS STATION MONITORING W37 (CONFLUENCE)		\$718.79		
	J3F2001		06/20/2023		QUARTERLY WASTEWATER SAMPLES		\$54.50		
	J3F2101		06/21/2023		QUARTERLY WASTEWATER SAMPLES		\$54.50		
	J3F2103		06/21/2023		WATER CHARACTERIZATION MONITORING		\$376.14		
	J3F2602		06/26/2023		QUARTERLY WASTEWATER SAMPLES		\$51.90		
	J3F2201		06/22/2023		MONTHLY WASTEWATER SAMPLES		\$59.95		
	J3F0802		06/30/2023		MONTHLY WASTEWATER SAMPLES		\$62.09		
	J3F0803		06/08/2023		MONTHLY WASTEWATER SAMPLES		\$176.99		
	J3F2202		06/22/2023		MONTHLY WASTEWATER SAMPLES		\$498.77		
	J3F2603		06/26/2023		MON		\$490.72		
	J3F1903		06/19/2023		DOWNTOWN PCE REMEDIATION		\$1,494.00		
	JEF0502		06/29/2023		PRS STATION MONITORING W37 (CONFLUENCE)		\$746.04		
	J3F0501		06/05/2023		PRS STATION MONITORING W24 (CONFLUENCE)		\$746.04		
	J3F0602		06/06/2023		MONTHLY LAB DILUTION WATER		\$38.15		
	J3F2015		06/20/2023		QUARTERLY WASTEWATER SAMPLES		\$169.37		
	J3F0801		06/08/2023		MONTHLY WASTEWATER SAMPLES		\$51.52		
	J3F2910		06/29/2023		PRS STATION MONITORING W24 (CONFLUENCE)		\$718.79		
	J3F2911		06/29/2023		PRS STATION MONITORING W37 (CONFLUENCE)		\$718.79		
	J3E1002		05/10/2023		WATER CHARACTERIZATION MONITORING		\$2,270.45		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,316.90		
	420 - WATER				420.11000 (Cash)		\$17,198.47		
139107	07/20/2023	Open			Accounts Payable	GHD INC	\$10,190.50		
	Invoice		Date		Description		Amount		
	308-0035146		06/30/2023		SR03, 20-038 Signal Coordination-6/30/23		\$10,190.50		

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	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$10,190.50		
139108	07/20/2023	Open			Accounts Payable	GOMES PROPANE	\$243.10		
	Invoice			Date	Description		Amount		
	12416		06/30/2023		GOMES - PROPANE FOR STREETS		\$58.33		
	12419		06/30/2023		GOMES - PROPANE FOR STREETS		\$44.64		
	12428		06/30/2023		GOMES - PROPANE FOR STREETS		\$52.79		
	12432		06/30/2023		GOMES - PROPANE FOR STREETS		\$49.86		
	12435		06/30/2023		GOMES - PROPANE FOR STREETS		\$37.48		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$243.10		
139109	07/20/2023	Open			Accounts Payable	HACH COMPANY	\$361.73		
	Invoice			Date	Description		Amount		
	13638838		06/29/2023		MC FULL CONTAINER SHUT OFF		\$361.73		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$361.73		
139110	07/20/2023	Open			Accounts Payable	HCI SYSTEMS INC	\$1,950.00		
	Invoice			Date	Description		Amount		
	I0042752		06/30/2023		HCI - SENIOR CENTER Semi Annual Kitchen Hood Inspection		\$350.00		
	I0043028		06/30/2023		HCI - PSF Semi Annual Fire Suppression Inspection		\$800.00		
	I0042437		06/30/2023		HCI - CITY HALL - Semi Annual Inspection		\$800.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,150.00		
	501 - Information Technology			501.11000 (Cash)			\$800.00		
139111	07/20/2023	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	\$624.44		
	Invoice			Date	Description		Amount		
	INV00058530		06/28/2023		SPECCHECK LR DPD CHLORINE SECONDARY		\$624.44		
	INV00024744		05/30/2023		SRWA supplies - Micro Dock for gas detectors		\$2,304.37		
	SCN002754		06/29/2023		SRWA supplies - Credit for MicroDock for gas detector		(\$2,304.37)		
	INV00046680		06/16/2023		SRWA Misc. Safety Equipment Head Lamps		\$159.83		
	SCN003926		06/16/2023		SRWA Misc. Safety Equipment CREDIT headlamp overage		(\$159.83)		
	INV00043282		06/14/2023		SRWA Misc. Safety Equipment - Microflex Gloves		\$258.25		
	SCN003295		06/14/2023		SRWA Misc. Safety Equipment CREDIT Microflex Gloves		(\$258.25)		
	INV00049446		06/20/2023		SRWA Misc. Safety Equipment Chem. Resistant Jacket		\$40.18		
	SCN003377		06/20/2023		SRWA Misc. Safety Equipment CREDIT chem. resistant jacket		(\$40.18)		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$624.44		
139112	07/20/2023	Open			Accounts Payable	Hill Brothers Chemical Co.	\$4,680.65		
	Invoice			Date	Description		Amount		
	INV401		06/30/2023		HILL BROTHERS - FERRIC CHLORIDE 650 GALLONS		\$4,680.65		
	Paying Fund			Cash Account			Amount		

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	420 - WATER				420.11000 (Cash)		\$4,680.65		
139113	07/20/2023	Open			Accounts Payable	Hinderliter, de Llamas and Associates	\$6,437.50		
	Invoice		Date	Description		Amount			
	SIN029746		06/30/2023	Cannabis Management Program - June 2023 Services		\$6,437.50			
	Paying Fund			Cash Account		Amount			
	117 - Cannabis			117.11000 (Cash)		\$6,437.50			
139114	07/20/2023	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$3,531.09		
	Invoice		Date	Description		Amount			
	S3807101		06/30/2023	HOLT - CAT BUCKETS		\$3,531.09			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$3,531.09			
139115	07/20/2023	Open			Accounts Payable	Inferrera Construction Mgmt Group, Inc	\$39,022.69		
	Invoice		Date	Description		Amount			
	23063		05/31/2023	SRWA - Construction Management 2022-23 for May 2023		\$39,022.69			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$39,022.69			
139116	07/20/2023	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$9.00		
	Invoice		Date	Description		Amount			
	11052081		06/30/2023	Acct #9020101104 - Translation services for Police Department		\$9.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$9.00			
139117	07/20/2023	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$466.25		
	Invoice		Date	Description		Amount			
	39453705		06/30/2023	MARTIN MARIETTA - ASPHALT		\$102.92			
	39470965		06/30/2023	MARTIN MARIETTA - ASPHALT		\$93.85			
	39489142		06/30/2023	MARTIN MARIETTA - ASPHALT		\$86.30			
	39505651		06/30/2023	MARTIN MARIETTA - ASPHALT		\$91.59			
	39525335		06/30/2023	MARTIN MARIETTA - ASPHALT		\$91.59			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$466.25			
139118	07/20/2023	Open			Accounts Payable	MAZE & ASSOCIATES	\$23,105.00		
	Invoice		Date	Description		Amount			
	50179		06/30/2023	June 2023 Audit Services for FYE 6/30/2021		\$16,305.00			
	49935		05/31/2023	Annual Report of Financial Transactions for City FYE 6/30/2022		\$6,800.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,638.00			
	255 - CDBG			255.11000 (Cash)		\$4,936.00			
	405 - Building			405.11000 (Cash)		\$392.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,953.00			
	420 - WATER			420.11000 (Cash)		\$6,622.00			
	426 - Transit			426.11000 (Cash)		\$2,976.00			
	502 - Engineering			502.11000 (Cash)		\$392.00			

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			621 - Successor Agency - Non LMI	621.11000 (Cash)			\$196.00		
139119	07/20/2023	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$1,403.63		
			Invoice	Date	Description		Amount		
			AR956382	05/03/2023	Kyocera B&W MFP for Fire Admin		\$1,403.63		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$1,403.63		
139120	07/20/2023	Open			Accounts Payable	MRC SMART TECHNOLOGY SOLUTIONS dba MR. COPY INC	\$2,958.15		
			Invoice	Date	Description		Amount		
			IN3539121	06/25/2023	Printer Maintenance and Management System 5/26/23 -6/25/23		\$2,958.15		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$2,430.98		
			255 - CDBG	255.11000 (Cash)			\$1.02		
			405 - Building	405.11000 (Cash)			\$40.44		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$194.35		
			420 - WATER	420.11000 (Cash)			\$62.80		
			501 - Information Technology	501.11000 (Cash)			\$24.93		
			502 - Engineering	502.11000 (Cash)			\$203.63		
139121	07/20/2023	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$1,325.23		
			Invoice	Date	Description		Amount		
			03G6707102216	07/08/2023	5 Gallon Nestle drinking water and plastic cups.		\$199.44		
			03G0033242330	07/08/2023	5 GALLON NESTLE DRINKING WATER FLEET 06/07/23-07/06/23		\$143.03		
			03G0033242363	07/08/2023	5 GALLON NESTLE DRINKING WATER UTILITIES 6.07.23-7.06.23		\$399.59		
			03G0033242389	07/08/2023	5 GALLON NESTLE DRINKING WATER WASTE MGMT 6.07.23-7.06.23		\$215.17		
			03G0033258518	07/08/2023	5 GALLON NESTLE DRINKING WATER RESOURCES 6.07.23-7.06.23		\$134.83		
			03G0033309543	07/08/2023	5 GALLON NESTLE DRINKING WATER FACILITY MAINT 6.7.23-7.6.23		\$233.17		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$116.58		
			246 - Landscape Assessment	246.11000 (Cash)			\$116.59		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$374.78		
			420 - WATER	420.11000 (Cash)			\$374.81		
			450 - SRWA - Operations	450.11000 (Cash)			\$199.44		
			505 - Fleet	505.11000 (Cash)			\$143.03		
139122	07/20/2023	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$186.35		
			Invoice	Date	Description		Amount		
			8577-404242	06/23/2023	VEHICLE # PK19-4521S, SP 19-4521S		\$186.35		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$93.18		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$93.17		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139123	07/20/2023	Open			Accounts Payable	NORMAC INC	\$31,077.20		
	Invoice		Date		Description		Amount		
	0011087256-001		06/30/2023		NORMAC - IRRIGATION		\$7,736.78		
	0011087256-002		06/30/2023		NORMAC - IRRIGATION		\$4,308.08		
	0011334508-001		06/30/2023		NORMAC - IRRIGATION		\$8,775.44		
	0011334508-002		06/30/2023		NORMAC - IRRIGATION		\$10,256.90		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$12,044.86		
	246 - Landscape Assessment				246.11000 (Cash)		\$19,032.34		
139124	07/20/2023	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$1,204.50		
	Invoice		Date		Description		Amount		
	22723		06/30/2023		SR03, 21-021 Pedras Rd Rehab between Geer Rd and Golden State Bl		\$1,204.50		
	Paying Fund				Cash Account		Amount		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$1,204.50		
139125	07/20/2023	Open			Accounts Payable	ON THE SPOT DESIGN	\$108.63		
	Invoice		Date		Description		Amount		
	3580		06/16/2023		Decals for city vehicles SRWA trucks		\$108.63		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$108.63		
139126	07/20/2023	Open			Accounts Payable	P G & E	\$1,238.14		
	Invoice		Date		Description		Amount		
	7/9/23 1827Shadw		06/30/2023		Acct 6163835639-6 - 1827 Shadow Park Dr		\$5.01		
	COLUMBIA 7/2/23		07/02/2023		6180280303-3 / 600 Columbia St		\$7.84		
	HIGH 7/2/23		07/02/2023		0221941093-9 / 595 High St		\$7.84		
	R.BOESCH 7/2/23		07/02/2023		4388605407-1 / 275 N Orange		\$19.78		
	FIRE#3 7/6/23		07/06/2023		2087893140-9 / 501 E Monte Vista Ave		\$46.29		
	CITY HALL7/10/23		07/10/2023		3254375586-5 / 156 S Broadway		\$43.39		
	FIRE#1 7/9/23		07/09/2023		3159594551-5 / 540 Marshall St		\$119.76		
	SENIOR 7/9/23		07/09/2023		2890831960-2 / 1191 Cahill St		\$71.00		
	FIRE#2 7/11/23		07/11/2023		6182877164-4 / 791 S Walnut Rd		\$29.99		
	AC 7/11/23		07/11/2023		6266210492-6 / 801 S Walnut Rd		\$16.15		
	WLNT#E 7/11/23		07/11/2023		6141210500-1 / 701 S Walnut Rd E		\$8.65		
	WQC 07/11/23		07/11/2023		6349543820-0 / 901 S Walnut Rd		\$71.32		
	WQC 7/11/23		07/11/2023		6307877156-3 / 901 S Walnut Rd		\$791.12		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$362.04		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$8.65		
	255 - CDBG				255.11000 (Cash)		\$5.01		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$862.44		
139127	07/20/2023	Open			Accounts Payable	PAC Shield Roof Services, Inc.	\$2,030.00		
	Invoice		Date		Description		Amount		
	594		06/30/2023		ST# 31 - ROOF REPAIR		\$2,030.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,030.00		

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139128	07/20/2023	Open			Accounts Payable	Platt Electric Supply	\$116.68		
	Invoice		Date	Description		Amount			
	4E11622		06/28/2023	SRWA Supplies - A Safety LOTO kit		\$116.68			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$116.68			
139129	07/20/2023	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$912.40		
	Invoice		Date	Description		Amount			
	PODS005319005		06/30/2023	Monthly Rental of Container @ 701 S. Walnut Rd 3/14 - 4/14/23		\$228.10			
	PODS005319007		06/30/2023	Monthly Rental of Container @ 701 S. Walnut Rd 5/14 - 6/14/23		\$228.10			
	PODS005319006		06/30/2023	Monthly Rental of Container @ 701 S. Walnut Rd 4/14 - 5/14/23		\$228.10			
	PODS005319008		06/30/2023	Monthly Rental of Container @ 701 S. Walnut Rd 6/14 - 7/14/23		\$228.10			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$912.40			
139130	07/20/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$1,820.00		
	Invoice		Date	Description		Amount			
	96916		11/30/2022	SR01, 20-027 Drinking Water Chlorination-11/1/22 - 11/30/22		\$1,820.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,820.00			
139131	07/20/2023	Open			Accounts Payable	R3 Consulting Group, Inc.	\$7,696.50		
	Invoice		Date	Description		Amount			
	122759		07/06/2023	Solid Waste- Reporting and pres for June 2023		\$7,696.50			
	Paying Fund			Cash Account		Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$7,696.50			
139132	07/20/2023	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$134.00		
	Invoice		Date	Description		Amount			
	May2023 Pt 2		05/24/2023	May 2023 Work Wellness Services (2)		\$134.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$134.00			
139133	07/20/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$194.09		
	Invoice		Date	Description		Amount			
	3033070102		06/26/2023	VEHICLE 357		\$194.09			
	Paying Fund			Cash Account		Amount			
	405 - Building			405.11000 (Cash)		\$194.09			
139134	07/20/2023	Open			Accounts Payable	SEEGERS PRINTING INC	\$456.23		
	Invoice		Date	Description		Amount			
	0141612-IN		06/29/2023	SRWA Bus Cards		\$130.35			
	0141343-IN		06/29/2023	BUSINESS CARDS - ACCOUNTING & PURCHASING QTY(5)		\$325.88			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$325.88			
	450 - SRWA - Operations			450.11000 (Cash)		\$130.35			

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139135	07/20/2023	Open			Accounts Payable	SHARPENING SHOP	\$6,835.53		
	Invoice		Date		Description		Amount		
	401653		06/30/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$1,785.07		
	401613		06/30/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$1,086.24		
	401199		06/30/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$277.65		
	401218		06/30/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$1,303.46		
	400933		06/30/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$1,075.34		
	400982		06/30/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$23.04		
	401486		06/30/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$1,251.34		
	401270		06/30/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$33.39		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$33.39		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,086.24		
	246 - Landscape Assessment				246.11000 (Cash)		\$5,715.90		
139136	07/20/2023	Open			Accounts Payable	SOUTHERN TIRE MART	\$2,323.22		
	Invoice		Date		Description		Amount		
	7320006049		06/19/2023		TIRES FOR CITY VEHICLES		\$2,323.22		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,161.61		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,161.61		
139137	07/20/2023	Open			Accounts Payable	STANISLAUS COUNTY AUDITOR CONTR	\$252,227.63		
	Invoice		Date		Description		Amount		
	2024-00000013		07/13/2023		1/1-6/30 2023 STAN CO PAYMENT		\$197,383.63		
	FY23-24 TURLOCK		07/01/2023		Local Agency Formation Commissions (LAFCO) Annual Fees FY23/24		\$54,844.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$252,227.63		
139138	07/20/2023	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$6,860.21		
	Invoice		Date		Description		Amount		
	1265		03/08/2023		VIG-Bublak, Esquer, Nichols, Bixel, Abram, Odisho, Taylor, Higgi		\$6,860.21		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$6,860.21		
139139	07/20/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice		Date		Description		Amount		
	07152023BECCHETT		07/14/2023		7-15-23 PAYROLL WITHHOLDING		\$439.13		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$439.13		
139140	07/20/2023	Open			Accounts Payable	T I D	\$390,435.89		
	Invoice		Date		Description		Amount		
	070923 Birchwood		06/30/2023		Acct# 0826525611 for 573 Birchwood		\$29.09		
	07/09/23 Cody		06/30/2023		Acct# 0978821449 for 2065 Cody Court		\$22.35		
	7/9/23 Jasom		06/30/2023		Acct# 6279743328 for 570 Jason Dr Turlock		\$22.92		
	7/9/23 901 High		06/30/2023		Acct# 8079792578 for 901 High St Apt 2, Turlock		\$29.09		
	083201 - JUL 23		07/09/2023		ACC#0832010000 - JUL 2023		\$10,588.49		
	183201 - JUL 23		07/10/2023		ACC#1832010000 - JUL 2023		\$9,384.96		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	283201 - JUL 23		07/10/2023	ACC#2832010000 - JUL 2023			\$16,227.79		
	383201 - JUL 23		07/09/2023	ACC#3832010000 - JUL 2023			\$3,818.99		
	483201 - JUL 23		07/10/2023	ACC#4832010000 - JUL 2023			\$191,541.81		
	683201 - JUL 23		07/09/2023	ACC#6832010000 - JUL 2023			\$5,124.60		
	773201 - JUL 23		07/09/2023	ACC#7732010000 - JUL 2023			\$12,359.04		
	873201 - JUL 23		07/09/2023	ACC#8732010000 - JUL 2023			\$10,415.76		
	973201 - JUL 23		07/10/2023	ACC#9732010000 - JUL 2023			\$130,871.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$32,383.62		
	205 - Sports Facilities			205.11000 (Cash)			\$4,486.85		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$28,236.27		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$76.95		
	246 - Landscape Assessment			246.11000 (Cash)			\$14,248.65		
	255 - CDBG			255.11000 (Cash)			\$103.45		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$163,924.87		
	416 - Recycled Water Sales			416.11000 (Cash)			\$5,679.67		
	420 - WATER			420.11000 (Cash)			\$138,110.43		
	426 - Transit			426.11000 (Cash)			\$1,262.17		
	505 - Fleet			505.11000 (Cash)			\$1,922.96		
139141	07/20/2023	Open			Accounts Payable	TARGET SPECIALTY PROD INC	\$24,853.32		
	Invoice			Date	Description		Amount		
			06/30/2023	TARGET SPECIALTY PRODUCTS - HERBICIDE/PESTICIDE			\$2,139.92		
			06/30/2023	TARGET SPECIALTY PRODUCTS - HERBICIDE/PESTICIDE			\$13,172.27		
			06/30/2023	TARGET SPECIALTY PRODUCTS - HERBICIDE/PESTICIDE			\$9,541.13		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$24,853.32		
139142	07/20/2023	Open			Accounts Payable	TURLOCK JOURNAL	\$705.00		
	Invoice			Date	Description		Amount		
			06/30/2023	Ad No. 4344 - PN Ordinance 1305 Flavor Farms DA			\$60.00		
			06/30/2023	Ad No. 4334 - PH Transit Fee Revision			\$75.00		
			06/30/2023	Ad No. 4341 - PH Military Equip. Ordinance Renewal			\$75.00		
			06/30/2023	Ad No. 4338 - Local Hazard Mitigation Plan Adoption			\$105.00		
			06/30/2023	Ad No. 4340-PH Garbage, Recyclables Waste Rates Ord Amen			\$75.00		
			06/30/2023	Ad No. 4335 - PN Ordinance 1304 General Fund Reserve Policy			\$60.00		
			02/18/2023	Legal Ad 4292 - Public Hearing User Fee Update			\$75.00		
			04/30/2023	Legal Ad 4315 - General Fund Reserves			\$75.00		
			05/31/2023	Legal Ad 4331 - PH Bond by Turlock PFA			\$105.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$555.00		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			\$75.00		
	426 - Transit			426.11000 (Cash)			\$75.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139143	07/20/2023	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$7,480.18		
	Invoice		Date	Description			Amount		
	Draw 4 FY22-23		06/30/2023	UNITED SAMARITANS FDT PUBLIC SERVICE- FOODBOX FY 22-2023 Apr-June			\$7,480.18		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$7,480.18		
139144	07/20/2023	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$12,028.12		
	Invoice		Date	Description			Amount		
	51269294		06/28/2023	SODIUM HYPOCHLORITE			\$4,207.71		
	51280554		06/30/2023	SODIUM HYPOCHLORITE			\$7,820.41		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$12,028.12		
139145	07/20/2023	Open			Accounts Payable	US BANK	\$2,115.00		
	Invoice		Date	Description			Amount		
	6966598		07/01/2023	Administrative Fees Turlock PFA Water Rev 2017 (6/1/23-5/31/23)			\$2,115.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$2,115.00		
139146	07/20/2023	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,296.21		
	Invoice		Date	Description			Amount		
	0128444230701		07/01/2023	Acct #128444 - Public Safety internet service			\$733.71		
	0131803230701		07/01/2023	Acct #131803 - Transit Center telephone			\$562.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$733.71		
	426 - Transit			426.11000 (Cash)			\$562.50		
139147	07/20/2023	Open			Accounts Payable	VERIZON WIRELESS	\$6,367.94		
	Invoice		Date	Description			Amount		
	9938801884		07/03/2023	972530635-00025 HOUSING (6/4-7/3)			\$41.78		
	9938801883		07/03/2023	972530635-00024 BUILDING & PLANNING (6/4-7/3)			\$308.67		
	9938801889		07/03/2023	972530635-00031 - IT (6/4-7/3)			\$69.66		
	9938801879		07/03/2023	972530635-00001 - HUMAN RESOURCES (6/4-7/3)			\$41.40		
	9938801893		07/03/2023	972530635-00037-UTILITY METER WELL SITES - MASTER RADIO (6/4-7/3)			\$41.61		
	9938801886		07/03/2023	972530635-00028 RECREATION (06/04-07/03)			\$1,311.47		
	9938801885		07/03/2023	972530635-00026 CM/CITY CLERK/COUNCIL/FIN. DIR/EXE.ASSIST			\$422.10		
	9938801882		07/03/2023	972530635-00023 ENGINEERING (06/04-07/03)			\$570.57		
	9938801887		07/03/2023	972530635-00029 UTILITIES (06/04-07/03)			\$1,120.30		
	9938801888		07/03/2023	972530635-00030 WQC (06/04-07/03)			\$521.00		
	9938801890		07/03/2023	972530635-00032 ELECTRICAL (06/04-07/03)			\$330.06		
	9938801891		07/03/2023	972530635-00033 - TRANSIT (06/04-07/03)			\$373.00		
	9938801892		07/03/2023	972530635-00036 - PUBLIC WORKS MAIN. TABLETS(06/04-07/03)			\$798.21		
	9938801894		07/03/2023	972530635-00038 - SRWA SURFACE PROS (06/04- 07/03)			\$418.11		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,167.05		
	120 - Tourism			120.11000 (Cash)			\$36.29		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			\$7.80		

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							\$107.80		
							\$375.52		
							\$570.93		
							\$41.78		
							\$326.69		
							\$218.11		
							\$1,323.87		
							\$616.29		
							\$373.00		
							\$505.47		
							\$69.66		
							\$570.57		
							\$57.11		
139148	07/20/2023	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$750.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
			12-3634	06/30/2023		Project Management Software Tool for Capital Projects-June 2023	\$750.00		
			<u>Paying Fund</u>			<u>Cash Account</u>	<u>Amount</u>		
			502 - Engineering			502.11000 (Cash)	\$750.00		
139149	07/20/2023	Open			Accounts Payable	VWR INTERNATIONAL INC	\$476.58		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
			8813346558	06/29/2023		CARBOY WM W/HDL LEAKPRF GRAD PP 20L	\$404.00		
			8813346559	06/29/2023		CYLINDER GRAD PMP 1000ML	\$72.58		
			<u>Paying Fund</u>			<u>Cash Account</u>	<u>Amount</u>		
			410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$476.58		
139150	07/20/2023	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$2,507.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
			00339.10-16	06/13/2023		NPDES Permit Compliance Services through 5/31/2023	\$2,507.00		
			<u>Paying Fund</u>			<u>Cash Account</u>	<u>Amount</u>		
			410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$2,507.00		
139151	07/20/2023	Open			Accounts Payable	WATSONVILLE FORD DBA WATSONVILLE FLEET GROUP	\$50,744.55		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
			WF7196	06/13/2023		2023 FORD F-250 XL	\$50,744.55		
			<u>Paying Fund</u>			<u>Cash Account</u>	<u>Amount</u>		
			506 - Vehicle/Equipment Replacement			506.11000 (Cash)	\$50,744.55		
139152	07/20/2023	Open			Accounts Payable	WEXBANK	\$43.90		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
			90516013	06/21/2023		SHELL FUEL 7-15-23	\$43.90		
			<u>Paying Fund</u>			<u>Cash Account</u>	<u>Amount</u>		
			110 - General Fund			110.11000 (Cash)	\$43.90		
139153	07/20/2023	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$379,580.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
			953386	07/01/2023		Airport Liability Policy FY 23/24	\$3,855.00		
			952742	07/01/2023		Abuse/Molestation Policy FY 23/24	\$16,767.00		
			960756	07/01/2023		Workers Compensation FY 23/24	\$119,888.00		

Payment Register

From Payment Date: 7/14/2023 - To Payment Date: 7/20/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	953389		07/01/2023		Employment Practices Liability FY 23/24		\$48,147.00		
	953383		07/01/2023		Cyber Liability Policy FY 23/24		\$34,413.00		
	960687		07/01/2023		Property/Auto/Equipment Insurance FY 23/24		\$156,510.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$80,044.00		
	205 - Sports Facilities				205.11000 (Cash)		\$577.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$3,363.00		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$528.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$924.00		
	255 - CDBG				255.11000 (Cash)		\$2,171.00		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$424.00		
	270 - Recreation Grants				270.11000 (Cash)		\$4,194.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$32,981.00		
	420 - WATER				420.11000 (Cash)		\$16,193.00		
	426 - Transit				426.11000 (Cash)		\$26,443.00		
	502 - Engineering				502.11000 (Cash)		\$2,202.00		
	505 - Fleet				505.11000 (Cash)		\$5,021.00		
	510 - Workers Compensation Ins				510.11000 (Cash)		\$119,888.00		
	512 - Casualty Insurance				512.11000 (Cash)		\$84,050.00		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$577.00		
139154	07/20/2023	Open			Accounts Payable	WOODARD AND CURRAN INC			\$2,347.50
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	221344		07/06/2023		Turlock 2023 Water Shortage Assessment Report for June 2023		\$2,347.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$2,347.50		
139155	07/20/2023	Open			Accounts Payable	Bublak, Amy			\$167.73
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	07/12/23		07/12/2023		Stanislaus Mayors Meeting - July 2023		\$167.73		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$167.73		
139156	07/20/2023	Open			Accounts Payable	Eddy, Sarah			\$82.42
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	06/22/23		06/22/2023		Mileage Reimbursement - CSJVRMA Meeting		\$82.42		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$82.42		
139157	07/20/2023	Open			Accounts Payable	FORTADO, AMANDA			\$190.00
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR4770-DEMAND-AF		06/30/2023		PARKING REIMBURSEMENT FOR A SCHOOL		\$190.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$190.00		
139158	07/20/2023	Open			Accounts Payable	FRANCO, LILIA			\$201.83
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR4770-DEMAND-LF		06/30/2023		UBER REIMBURSEMENT FOR A SCHOOL		\$201.83		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$201.83		

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From Payment Date: 7/14/2023 - To Payment Date: 7/20/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139159	07/20/2023	Open			Accounts Payable	Gutierrez, Juan	\$30.00		
	Invoice		Date	Description			Amount		
	00000927		06/30/2023	Parking Fee for conference			\$30.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$30.00		
139160	07/20/2023	Open			Accounts Payable	HEDDEN, JASON	\$96.08		
	Invoice		Date	Description			Amount		
	Lunch - JHedden		07/14/2023	Lunch Reimbursement for Rapid DNA Training			\$96.08		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$96.08		
139161	07/20/2023	Open			Accounts Payable	MALLORY, DAVID	\$800.00		
	Invoice		Date	Description			Amount		
	220811		06/30/2023	REIMBURSEMENT MALLORY FIRE OFFICER			\$800.00		
				1/18/2023					
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$800.00		
139162	07/20/2023	Open			Accounts Payable	MORTERA, DIEGO	\$1,500.00		
	Invoice		Date	Description			Amount		
	06/02/2023		06/02/2023	REIMBURSEMENT MORTERA TRUCK ACADEMY			\$1,500.00		
				2/10/2023					
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,500.00		
139163	07/20/2023	Open			Accounts Payable	QUILES, BERNADETTE	\$1,385.00		
	Invoice		Date	Description			Amount		
	13678315		06/30/2023	REFUND PLAY CREDIT			\$1,385.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,385.00		
139164	07/20/2023	Open			Accounts Payable	RODRIGUES, STEVE	\$77.11		
	Invoice		Date	Description			Amount		
	TR4770-DEMAND-SR		06/30/2023	LYFT REIMBURSEMENT FOR A SCHOOL			\$77.11		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$77.11		
139165	07/20/2023	Open			Accounts Payable	RODRIGUEZ, MARIVEL	\$177.56		
	Invoice		Date	Description			Amount		
	TR4770-DEMAND-MR		06/30/2023	UBER & AIRPORT PARK. REIMBURSEMENT			\$177.56		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$177.56		
139166	07/20/2023	Open			Accounts Payable	THORESEN, JACQUELINE	\$300.00		
	Invoice		Date	Description			Amount		
	13680949		06/30/2023	REFUND PLAY CREDIT			\$300.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$300.00		

Type Check Totals:
AP - Accounts Payable Totals

89 Transactions

\$1,507,678.47

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$1,507,678.47	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 7/14/2023 - To Payment Date: 7/20/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		89	\$1,507,678.47	\$0.00
<hr/>									
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	89	\$1,507,678.47	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	89	\$1,507,678.47	\$0.00
<hr/>									
Grand Totals:					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	89	\$1,507,678.47	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	89	\$1,507,678.47	\$0.00
<hr/>									
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	89	\$1,507,678.47	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	89	\$1,507,678.47	\$0.00

Payment Register

From Payment Date: 7/21/2023 - To Payment Date: 7/27/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
139167	07/24/2023	Open			Utility Management Refund	AHLEM, DIANA	\$125.78		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		145939-006	MOVE OUT CREDIT	07/24/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$125.78		
139168	07/24/2023	Open			Utility Management Refund	BRASIL, GILBERT	\$326.40		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		233471-002	MOVE OUT CREDIT	07/24/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$326.40		
139169	07/24/2023	Open			Utility Management Refund	GARCIA, BRIZETTE	\$362.28		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		408328-004	MOVE OUT CREDIT	07/24/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$362.28		
139170	07/24/2023	Open			Utility Management Refund	HORIZONS HOME INVESTMENTS LLC	\$284.29		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		188581-002	MOVE OUT CREDIT	07/24/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$284.29		
139171	07/24/2023	Open			Utility Management Refund	LANDLORDS PROPERTY MANAGEMENT	\$15.43		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		233544-013	MOVE OUT CREDIT	07/24/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$15.43		
139172	07/24/2023	Open			Utility Management Refund	M AND V CHEN TRUST	\$420.87		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		653705-005	MOVE OUT CREDIT	07/24/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$420.87		
139173	07/24/2023	Open			Utility Management Refund	MZYESE, AGNESS	\$106.11		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		158569-012	MOVE OUT CREDIT	07/24/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$106.11		
139174	07/24/2023	Open			Utility Management Refund	RENERIA-GUARDADO, JESSICA, STEPHANIE	\$206.83		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		887439-006	MOVE OUT CREDIT	07/24/2023	Refund			

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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		
	420 - WATER			420.11000 (Cash)			\$206.83		
139175	07/24/2023	Open			Utility Management Refund	ROSSETE, ARIEL	\$221.37		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		468223-002	MOVE OUT CREDIT	07/24/2023	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$221.37		
139176	07/24/2023	Open			Utility Management Refund	SINSIL, MOHAMEDKHER	\$459.28		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		T00210-016	MOVE OUT CREDIT	07/24/2023	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$459.28		
139177	07/27/2023	Open			Accounts Payable	38TH DISTRICT AGRICULTURAL ASSOCIATION	\$5,000.00		
	Invoice		Date	Description			Amount		
	25233		07/16/2023	2023 Fair Sponsorship - Kids Club Sponsorship-7/7/23 -7/16/23			\$5,000.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$5,000.00		
139178	07/27/2023	Open			Accounts Payable	AFLAC	\$3,411.49		
	Invoice		Date	Description			Amount		
	304128		07/21/2023	INDIVIDUAL JULY 2023			\$3,411.49		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,411.49		
139179	07/27/2023	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$755.25		
	Invoice		Date	Description			Amount		
	A201102100		07/21/2023	GROUP JULY 2023			\$755.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$755.25		
139180	07/27/2023	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$543.75		
	Invoice		Date	Description			Amount		
	000000021194		03/31/2023	SR03, 22-001 Acquisition Services 101 Wayside Dr-3/1/23-3/31/23			\$393.75		
	000000021482		06/30/2023	SR02, 14-44 Intersection Improv W Main St &Tegner Rd-6/30/23			\$150.00		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$393.75		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$150.00		
139181	07/27/2023	Open			Accounts Payable	AT&T / CALNET 3	\$5,898.79		
	Invoice		Date	Description			Amount		
	000020235586		07/12/2023	BAN #9391034901 (T1 LINE - 4-way split)			\$154.88		
	MULTI 7/27/23		07/12/2023	Multiple COT accounts paid on 7/27/23 (JUNE - JULY 2023)			\$4,504.71		
	000020235444		07/12/2023	BAN #9391034847 /City-wide system 2096682612957 (6/13/23-7/12/23)			\$742.81		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	000020235440		07/12/2023		BAN #9391034842 / PSF Phones 2096323265 (6/13/23-7/12/23)		\$496.39		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$4,977.07		
	205 - Sports Facilities				205.11000 (Cash)		\$41.85		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$4.87		
	246 - Landscape Assessment				246.11000 (Cash)		\$4.87		
	255 - CDBG				255.11000 (Cash)		\$4.04		
	405 - Building				405.11000 (Cash)		\$72.33		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$239.52		
	420 - WATER				420.11000 (Cash)		\$123.05		
	426 - Transit				426.11000 (Cash)		\$146.86		
	501 - Information Technology				501.11000 (Cash)		\$162.82		
	502 - Engineering				502.11000 (Cash)		\$83.24		
	505 - Fleet				505.11000 (Cash)		\$38.27		
139182	07/27/2023	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$214.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7/18/23		07/18/2023		Monthly Internet Service - 7/19-8/18/23		\$214.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	501 - Information Technology				501.11000 (Cash)		\$214.00		
139183	07/27/2023	Open			Accounts Payable	AT&T/SBC	\$31.43		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PD 7/7/23		07/07/2023		Acct# 234 371-3447 543 0/ Police Dept		\$31.43		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$31.43		
139184	07/27/2023	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$21,564.90		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	683550		05/31/2023		Legal Services May 2023		\$21,564.90		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$20,885.94		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$417.62		
	420 - WATER				420.11000 (Cash)		\$261.34		
139185	07/27/2023	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	\$4,129.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	RI 23020947		05/04/2023		PLAN CHECK SERVICES FOR BP#23-0127		\$1,245.00		
	RI 1104352		05/11/2023		PLAN CHECK SERVICES FOR BP#21-0231		\$2,030.00		
	RI 23026518		06/09/2023		PLAN CHECK SERVICES FOR BP#22-1559		\$854.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	405 - Building				405.11000 (Cash)		\$4,129.00		
139186	07/27/2023	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION INC	\$2,100.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2208		05/01/2023		CPCA DUES FOR 101-150 PERSONNEL		\$1,945.00		
	2201		05/01/2023		2023-2024 CPCAASSOCIATE MEMBER DUES		\$155.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,100.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139187	07/27/2023	Open			Accounts Payable	Capitol Government Contract Specialists	\$6,600.00		
	Invoice		Date		Description		Amount		
	invoice #1		06/30/2023		FTA Grant Development Technical Assistance Services 6/2/23		\$6,600.00		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$6,600.00		
139188	07/27/2023	Open			Accounts Payable	CAROLLO ENGINEERS	\$77,765.56		
	Invoice		Date		Description		Amount		
	FB37643		06/12/2023		CHEMICAL SYSTEM UPGRADES PROJECT AT RWQC THROUGH MAY 2023		\$43,360.57		
	FB38878		06/30/2023		CHEMICAL SYSTEM UPGRADES PROJECT AT RWQC THROUGH 6/30/2023		\$34,404.99		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$77,765.56		
139189	07/27/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$272.65		
	Invoice		Date		Description		Amount		
	0000051071123		07/11/2023		8203 13 680 0000051 / City Hall (TV service)		\$272.65		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$51.66		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$34.59		
	420 - WATER				420.11000 (Cash)		\$34.60		
	501 - Information Technology				501.11000 (Cash)		\$151.80		
139190	07/27/2023	Open			Accounts Payable	CITY OF OAKDALE	\$135.71		
	Invoice		Date		Description		Amount		
	23-01		07/10/2023		EUTHANASIA SUPPLIES		\$135.71		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$135.71		
139191	07/27/2023	Open			Accounts Payable	CURTIS & SONS INC, L N	\$2,579.73		
	Invoice		Date		Description		Amount		
	INV719197		06/28/2023		ANCHOR PLATE		\$167.65		
	INV720242		06/30/2023		RIGGING PLATE		\$223.22		
	INV719291		06/28/2023		E232 NOZZLE QUOTE #260227		\$2,188.86		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,579.73		
139192	07/27/2023	Open			Accounts Payable	DANIEL B COZAD DBA CENTRAL VALLEY SALINITY COALITAT	\$21,631.88		
	Invoice		Date		Description		Amount		
	23-3295		06/08/2023		2023 ANNUAL PARTICIPATION FEE		\$21,631.88		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$21,631.88		
139193	07/27/2023	Open			Accounts Payable	DOWNEY BRAND ATTORNEYS	\$2,597.50		
	Invoice		Date		Description		Amount		
	588668		06/30/2023		Specialized Legal Services through 06/30/23		\$2,597.50		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,298.75		
	420 - WATER				420.11000 (Cash)		\$1,298.75		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139194	07/27/2023	Open			Accounts Payable	EDWARDS, TROY J	\$4,334.40		
	Invoice		Date	Description			Amount		
	Summer 2023		06/30/2023	Self-Defense			\$4,334.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,334.40		
139195	07/27/2023	Open			Accounts Payable	ELK GROVE AUTO GROUP	\$45,648.83		
	Invoice		Date	Description			Amount		
	22803		04/25/2023	2023 DODGE DURANGO 1C4RDJFG5PC578013			\$45,648.83		
	Paying Fund			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$45,648.83		
139196	07/27/2023	Open			Accounts Payable	EMPIRE PRINTING, LLC	\$1,149.05		
	Invoice		Date	Description			Amount		
	51199A		07/19/2023	Aquatic Shirts			\$211.05		
	51199B		07/19/2023	Aquatic Shirts			\$938.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,149.05		
139197	07/27/2023	Open			Accounts Payable	EUROFINS EATON ANALYTICAL INC	\$2,625.00		
	Invoice		Date	Description			Amount		
	3800027291		06/30/2023	UCMR5 BUDGET AGREEMENT			\$2,625.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$2,625.00		
139198	07/27/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$243.22		
	Invoice		Date	Description			Amount		
	8-191-80522		07/14/2023	SHIPPING CHARGES 7/14/23			\$128.30		
	8-191-80522-1		06/30/2023	SHIPPING CHARGES 6/30/23			\$21.96		
	8-198-78222		07/21/2023	SHIPPING CHARGES 7/21/23			\$92.96		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$221.26		
	450 - SRWA - Operations			450.11000 (Cash)			\$21.96		
139199	07/27/2023	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$15,164.93		
	Invoice		Date	Description			Amount		
	J3F0102		06/01/2023	DRINKING WATER WELL ANALYSIS			\$3,157.61		
	J3F2604		06/26/2023	PROCESS CONTROL SAMPLING			\$312.28		
	J3F2002		06/20/2023	QUARTERLY CHRONIC BIOASSAY			\$3,726.40		
	J3F2108		06/21/2023	QUARTERLY CHRONIC BIOASSAY			\$6,360.00		
	J3F2004		06/20/2023	MONTHLY WASTE WATER			\$45.68		
	J3F2203		06/22/2023	QUARTERLY ACUTE BIOASSAY			\$1,562.96		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$11,695.04		
	420 - WATER			420.11000 (Cash)			\$3,469.89		
139200	07/27/2023	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$35,538.71		
	Invoice		Date	Description			Amount		
	67633		07/15/2023	CUST #24090 - Fuel Expense for 7/1/23-7/15/23			\$34,418.69		
	67524		07/07/2023	Fuel for Fire #3			\$1,120.02		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$16,493.76		
	205 - Sports Facilities			205.11000 (Cash)			\$423.29		

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							\$1,142.84		
							\$1,402.27		
							\$147.34		
							\$3,443.21		
							\$2,850.27		
							\$9,158.97		
							\$163.61		
							\$313.15		
139201	07/27/2023	Open			Accounts Payable	Harris & Associates, Inc.	\$5,740.00		
	Invoice		Date	Description		Amount			
	58661		06/30/2023	On-Call Assessment District Services - 5/28/23-6/30/23		\$5,740.00			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$5,740.00			
139202	07/27/2023	Open			Accounts Payable	HAWORTH INC	\$78.56		
	Invoice		Date	Description		Amount			
	3001775957		06/30/2023	End Cap Covers		\$78.56			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$78.56			
139203	07/27/2023	Open			Accounts Payable	IMAGE UNIFORMS(STANS) INC	\$1,069.14		
	Invoice		Date	Description		Amount			
	143591		06/16/2023	UNIFORM - TYLER WARD		\$356.38			
	143607		06/23/2023	UNIFORM - BRANDON RUIZ		\$356.38			
	143611		06/23/2023	UNIFORM - NATALIE SOTO		\$356.38			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,069.14			
139204	07/27/2023	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,551.68		
	Invoice		Date	Description		Amount			
	August 2023		07/24/2023	MOBILE HOME RENT SUBSIDY PROGRAM - August 2023		\$1,551.68			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$1,551.68			
139205	07/27/2023	Open			Accounts Payable	JOHNSON CONTROLS INC	\$1,520.00		
	Invoice		Date	Description		Amount			
	1-128682367811		04/13/2023	HVAC SERVICES		\$1,077.20			
	1-128725249457		04/21/2023	HVAC SERVICES		\$442.80			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,520.00			
139206	07/27/2023	Open			Accounts Payable	KEENAN & ASSOCIATES	\$28,347.25		
	Invoice		Date	Description		Amount			
	290014		07/01/2023	First Quarter Qtr Installment		\$28,347.25			
	Paying Fund			Cash Account		Amount			
	510 - Workers Compensation Ins			510.11000 (Cash)		\$28,347.25			
139207	07/27/2023	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$590.28		
	Invoice		Date	Description		Amount			
	August 2023		07/24/2023	MOBILE HOME RENT SUBSIDY PROGRAM - August 2023		\$590.28			
	Paying Fund			Cash Account		Amount			

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	625 - Successor Agency - LMI			625.11000 (Cash)			\$590.28		
139208	07/27/2023	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$46,106.97		
	Invoice		Date	Description		Amount			
	47919		06/30/2023	23-031 Engineering Design Services Task Order 1 - 6/30/23		\$46,106.97			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$46,106.97			
139209	07/27/2023	Open			Accounts Payable	Mid Valley IT	\$4,750.00		
	Invoice		Date	Description		Amount			
	202142593		06/30/2023	Hourly Engineering Service June 2023		\$4,750.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$4,750.00			
139210	07/27/2023	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	\$3,128.56		
	Invoice		Date	Description		Amount			
	CINV-197193		05/31/2023	SRWA - Phase III Environmental Work for 2022-23 for May 2023		\$3,128.56			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$3,128.56			
139211	07/27/2023	Open			Accounts Payable	NHA Advisors, LLC	\$350.00		
	Invoice		Date	Description		Amount			
	01001		06/30/2023	Municipal Advisor - 4/1/23-6/30/23		\$350.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$350.00			
139212	07/27/2023	Open			Accounts Payable	NITRO SOFTWARE, INC	\$142.80		
	Invoice		Date	Description		Amount			
	INV-11236		06/30/2023	7 Licenses		\$142.80			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$142.80			
139213	07/27/2023	Open			Accounts Payable	P G & E	\$12,167.40		
	Invoice		Date	Description		Amount			
	701 WLNT 7/13/23		07/13/2023	6224543828-8 / 701 S Walnut Rd		\$63.92			
	CNG 7/13/23		07/13/2023	8466606707-3 / 901 S Walnut Rd CNG		\$1,411.47			
	WLNT#A 7/13/23		07/13/2023	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$7,228.21			
	FIRE#4 7/14/23		07/14/2023	7556584382-0 / 2820 N Walnut-Fire #4		\$28.29			
	PSF 7/13/23		07/13/2023	8391988340-1 / 244 N Broadway-PSF		\$3,401.65			
	TRANSIT2 7/13/23		07/13/2023	9448303839-7 / 1418 N Golden State Blvd Ste 2		\$17.19			
	TRANSIT1 7/13/23		07/13/2023	0913752739-7 / 1418 N Golden State Blvd Ste 1		\$16.67			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,429.94			
	426 - Transit			426.11000 (Cash)		\$7,262.07			
	505 - Fleet			505.11000 (Cash)		\$1,475.39			
139214	07/27/2023	Open			Accounts Payable	PAC Shield Roof Services, Inc.	\$99,242.70		
	Invoice		Date	Description		Amount			
	791		06/30/2023	22-037 Fire Station No. 32 & 33 Reroof-6/30/23		\$99,242.70			
	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
		240 - Small Equipment Replacement		240.11000 (Cash)			\$99,242.70		
139215	07/27/2023	Open			Accounts Payable	Performance on Purpose	\$44,500.00		
	Invoice		Date		Description		Amount		
	1142		05/25/2023		Performance On Purpose May 2023		\$22,250.00		
	1152		06/26/2023		Performance On Purpose June 2023		\$22,250.00		
	Paying Fund				Cash Account		Amount		
		118 - Measure A		118.11000 (Cash)			\$44,500.00		
139216	07/27/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$3,362.50		
	Invoice		Date		Description		Amount		
	101907		06/30/2023		SR05, 22-001 Supplemental Services for Packages 1 & 3-6/30/23		\$3,362.50		
	Paying Fund				Cash Account		Amount		
		115 - Measure A - Roads		115.11000 (Cash)			\$3,362.50		
139217	07/27/2023	Open			Accounts Payable	ROSS-CAMPBELL INC	\$2,000.00		
	Invoice		Date		Description		Amount		
	23-3629-3		07/19/2023		SB 1383 Organics Outreach Campaign		\$2,000.00		
	Paying Fund				Cash Account		Amount		
		204 - SolidWaste/Recycle/PublicEducati		204.11000 (Cash)			\$2,000.00		
139218	07/27/2023	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$4,026.00		
	Invoice		Date		Description		Amount		
	21027939		05/01/2023		Golden State & Canal Signal Knockdown		\$4,026.00		
	Paying Fund				Cash Account		Amount		
		216 - Streets - Local Transportation		216.11000 (Cash)			\$4,026.00		
139219	07/27/2023	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,443.00		
	Invoice		Date		Description		Amount		
	665238		06/30/2023		JUNE FINGERPRINTING 2023		\$1,443.00		
	Paying Fund				Cash Account		Amount		
		110 - General Fund		110.11000 (Cash)			\$1,443.00		
139220	07/27/2023	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$8,484.88		
	Invoice		Date		Description		Amount		
	SI89314		06/29/2023		2023 DODGE DURANGO CP14D71 EQUIPMENT INSTALLATION		\$8,484.88		
	Paying Fund				Cash Account		Amount		
		506 - Vehicle/Equipment Replacement		506.11000 (Cash)			\$8,484.88		
139221	07/27/2023	Open			Accounts Payable	TARGET SOLUTIONS INC	\$7,052.00		
	Invoice		Date		Description		Amount		
	INV75307		06/19/2023		PREMIER MEMBERSHIP PLATFORM - 2023		\$7,052.00		
	Paying Fund				Cash Account		Amount		
		110 - General Fund		110.11000 (Cash)			\$7,052.00		
139222	07/27/2023	Open			Accounts Payable	TURLOCK DOWNTOWN &	\$153,006.54		
	Invoice		Date		Description		Amount		
	FY 22.23		06/30/2023		FY 22/23 Direct Assessments		\$153,006.54		
	Paying Fund				Cash Account		Amount		
		706 - Prop & Busi Improve Dist (PBID)		706.11000 (Cash)			\$153,006.54		

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139223	07/27/2023	Open			Accounts Payable	TURLOCK JOURNAL	\$1,595.00		
	Invoice		Date	Description		Amount			
	343517		06/25/2023	WATER QUALITY REPORT - CCR		\$250.00			
	344661		07/09/2023	Studio 209 Summer watering schedule		\$350.00			
	344662		07/09/2023	Fair Magazine		\$995.00			
	Paying Fund			Cash Account		Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$497.50			
	420 - WATER			420.11000 (Cash)		\$1,097.50			
139224	07/27/2023	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,000,000.00		
	Invoice		Date	Description		Amount			
	JUL 2023 PAYMENT		07/26/2023	JULY 2023 PAYMENT		\$1,000,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000,000.00			
139225	07/27/2023	Open			Accounts Payable	TURLOCK UNIFIED SCHOOL DISTICT	\$1,325.00		
	Invoice		Date	Description		Amount			
	230396		04/20/2023	Pool Use		\$1,045.00			
	230440		05/11/2023	Pool Use		\$280.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,325.00			
139226	07/27/2023	Open			Accounts Payable	USALCO MODESTO PLANT LLC	\$96,297.11		
	Invoice		Date	Description		Amount			
	20267039		05/09/2023	Aluminum Chlorohydrate		\$14,224.01			
	20266118		04/07/2023	Aluminum Chlorohydrate		\$14,037.89			
	20264978		04/06/2023	Aluminum Chlorohydrate		\$14,150.33			
	20261988		03/17/2023	Aluminum Chlorohydrate		\$14,061.56			
	20261471		03/14/2023	Aluminum Chlorohydrate		\$13,262.60			
	20261470		03/11/2023	Aluminum Chlorohydrate		\$13,238.93			
	20260992		03/06/2023	Aluminum Chlorohydrate		\$13,321.79			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$96,297.11			
139227	07/27/2023	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$1,250.00		
	Invoice		Date	Description		Amount			
	12-3681		07/01/2023	Project Management Software Tool for Capital Projects-July 2023		\$1,250.00			
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		\$1,250.00			
139228	07/27/2023	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$2,800.00		
	Invoice		Date	Description		Amount			
	00339.12-3		06/30/2023	Sewer System Master Plan SSMP through 6/30/23		\$2,800.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,800.00			
139229	07/27/2023	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,145.61		
	Invoice		Date	Description		Amount			
	August 2023		07/24/2023	MOBILE HOME RENT SUBSIDY PROGRAM - August 2023		\$1,145.61			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$1,145.61			

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139230	07/27/2023	Open			Accounts Payable	AMERISOURCEBERGEN	\$255.92		
	Invoice		Date	Description			Amount		
	2023-00001573		06/27/2023	EUTHANASIA AND TZED INJ			\$255.92		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$255.92		
139231	07/27/2023	Open			Accounts Payable	AREVALO, BRIANNA	\$128.00		
	Invoice		Date	Description			Amount		
	2023-00231169		07/20/2023	A/C REFUND			\$128.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$128.00		
139232	07/27/2023	Open			Accounts Payable	BEECH , JOHN PAUL	\$76.79		
	Invoice		Date	Description			Amount		
	BASIC SRO -BEECH		06/30/2023	LUNCH REIMBURSEMENT FOR BASIC SRO			\$76.79		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$76.79		
139233	07/27/2023	Open			Accounts Payable	CARPENTER, JUANITA	\$135.00		
	Invoice		Date	Description			Amount		
	2024-00004188		07/20/2023	A/C REFUND			\$135.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$135.00		
139234	07/27/2023	Open			Accounts Payable	COOLEY, KANDI	\$100.00		
	Invoice		Date	Description			Amount		
	2024-00002158		07/20/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139235	07/27/2023	Open			Accounts Payable	Francisco-Torres, Veronica	\$500.00		
	Invoice		Date	Description			Amount		
	Prof Dev FY23/24		07/01/2023	PROFESSIONAL DEVELOPMENT FY 23/24			\$500.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$250.00		
	420 - WATER			420.11000 (Cash)			\$250.00		
139236	07/27/2023	Open			Accounts Payable	Francisco-Torres, Veronica	\$500.00		
	Invoice		Date	Description			Amount		
	Prof Dev FY22/23		06/30/2023	PROFESSIONAL DEVELOPMENT FY 22/23			\$500.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$250.00		
	420 - WATER			420.11000 (Cash)			\$250.00		
139237	07/27/2023	Open			Accounts Payable	GATES, LYNDA	\$136.00		
	Invoice		Date	Description			Amount		
	2023-00194941		07/20/2023	A/C REFUND			\$136.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$136.00		
139238	07/27/2023	Open			Accounts Payable	HOWE, NICK	\$100.00		
	Invoice		Date	Description			Amount		
	2023-00172569		07/20/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		

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	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139239	07/27/2023	Open			Accounts Payable	KHINOO, JENICE	\$100.00		
	Invoice		Date	Description			Amount		
	2023-00081821		07/20/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139240	07/27/2023	Open			Accounts Payable	LOPES, CAROL	\$100.00		
	Invoice		Date	Description			Amount		
	2023-00174329		07/20/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139241	07/27/2023	Open			Accounts Payable	REEVES, CYNDI	\$100.00		
	Invoice		Date	Description			Amount		
	2023-00165666		07/20/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139242	07/27/2023	Open			Accounts Payable	VILLEGAS, ANGEL	\$100.00		
	Invoice		Date	Description			Amount		
	2023-00207806		07/20/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		

Type Check Totals:
AP - Accounts Payable Totals

76 Transactions

\$1,797,869.11

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$1,797,869.11	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	76	\$1,797,869.11	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$1,797,869.11	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Payment Register

From Payment Date: 7/21/2023 - To Payment Date: 7/27/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		0	\$0.00	\$0.00
					Total		76	\$1,797,869.11	\$0.00
Grand Totals:									
					Checks				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		76	\$1,797,869.11	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		76	\$1,797,869.11	\$0.00
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		76	\$1,797,869.11	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		76	\$1,797,869.11	\$0.00

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
4890	02/01/2023	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$61.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10/1/22-12/31/22		02/01/2023		OCT-DEC 2022 STATE CNG FUEL TAX		\$61.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$61.00		
4891	02/02/2023	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$677.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0031760517		02/03/2023		JAN-DEC 2022 CNG STATE FUEL TAX (BUS)		\$677.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$677.00		
4892	02/09/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$4,400.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1827ShadownPk-Dp		02/09/2023		Deposit for purchase of 1827 Shadown Park Dr. Escrow#1612009878		\$4,400.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$4,400.00		
4893	02/02/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$422,510.84		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	570 Jason Dr-Pur		02/02/2023		Purchase of 570 Jason Dr. Escrow# 1612009850-SR		\$422,510.84		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$422,510.84		
4894	02/02/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$363,288.66		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2065 Cody Ct-pur		02/02/2023		Purchase of 2065 Cody Crt, Tlk. Escrow# 16129786- SR		\$363,288.66		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$363,288.66		
4957	02/10/2023	Open			Accounts Payable	US BANK	\$1,215,468.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2211100		02/10/2023		TUR.PUB.FIN.AUTHORITY WATER REV BONDS, SERIES 2017		\$1,215,468.75		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$1,215,468.75		
4958	02/10/2023	Open			Accounts Payable	US BANK	\$6,363.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2210704		02/10/2023		COT COMM. FACIL. DIST#1(MV CORR) SPCL TX RFND BONDS, SERIES 2015		\$6,363.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	705 - NW Triangle Mello Roos (CFD #1)				705.11000 (Cash)		\$6,363.00		
4959	02/14/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$4,339.06		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1612009842-SR		02/14/2023		Purchase and Sale Agreement closing statement-101 Wayside Dr		\$4,339.06		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	115 - Measure A - Roads			115.11000 (Cash)			\$4,339.06		
4960	02/16/2023	Open			Accounts Payable	Cypress Title Corporation	\$3,750.00		
	Invoice		Date	Description			Amount		
	573 Birchwood-Dp		02/16/2023	Deposit for purchase of 573 Birchwood Way, Turlock			\$3,750.00		
	Paying Fund			Cash Account			Amount		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$3,750.00		
4964	02/24/2023	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$3,456,736.79		
	Invoice		Date	Description			Amount		
	30 Rev 01		02/16/2023	SRWA - Design Build Contract 2022-23 for January 2023			\$3,456,736.79		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$3,456,736.79		
5071	02/24/2023	Open			Accounts Payable	US BANK-VISA	\$128,202.43		
	Invoice		Date	Description			Amount		
	2/22/2023X9452		02/24/2023	Procurement Card Charges - 2/22/23 Statement			\$128,202.43		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$128,202.43		
5250	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description			Amount		
	817021652		02/23/2023	PREMIUMS FEBRUARY 2023 - CITY OF TURLOCK			\$15.33		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$15.33		
5251	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description			Amount		
	817033782		02/23/2023	PREMIUMS FEBRUARY 2023 - RETIREE			\$81.76		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$81.76		
5252	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$66.43		
	Invoice		Date	Description			Amount		
	817033788		02/23/2023	PREMIUMS FEBRUARY 2023 - MGMT			\$66.43		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$66.43		
5253	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$51.10		
	Invoice		Date	Description			Amount		
	817033786		02/23/2023	PREMIUMS FEBRUARY 2023 - CONFIDENTIAL			\$51.10		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$51.10		
5254	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$189.07		
	Invoice		Date	Description			Amount		
	817033785		02/23/2023	PREMIUMS FEBRUARY 2023 - FIRE			\$189.07		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$189.07		
5255	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$413.91		
	Invoice		Date	Description			Amount		
	817033784		02/23/2023	PREMIUMS FEBRUARY 2023 - TAPO			\$413.91		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			\$413.91		
5256	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$5.11		
	Invoice		Date	Description			Amount		
	817033783		02/23/2023	PREMIUMS FEBRUARY 2023 - TMAPS			\$5.11		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5.11		
5257	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$740.95		
	Invoice		Date	Description			Amount		
	817033787		02/23/2023	PREMIUMS FEBRUARY 2023 - TCEA			\$740.95		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$740.95		
5258	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,799.62		
	Invoice		Date	Description			Amount		
	817053858		02/21/2023	CLAIMS JANUARY 2023 - TCEA			\$2,799.62		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$2,799.62		
5259	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$120.50		
	Invoice		Date	Description			Amount		
	817053855		02/21/2023	CLAIMS JANUARY 2023 - FIRE			\$120.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$120.50		
5260	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$426.50		
	Invoice		Date	Description			Amount		
	817053851		02/21/2023	CLAIMS JANUARY 2023 - TAPO			\$426.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$426.50		
5261	02/23/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$738.48		
	Invoice		Date	Description			Amount		
	817053845		02/21/2023	CLAIMS JANUARY 2023 - MGMT			\$738.48		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$738.48		
5262	02/10/2023	Open			Accounts Payable	CalPERS	\$278,587.49		
	Invoice		Date	Description			Amount		
	1/31/23PR		02/10/2023	1/31/23PR-CALPERS			\$278,587.49		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$278,587.66		
	110 - General Fund			110.11000 (Cash)			(\$0.17)		
5263	02/23/2023	Open			Accounts Payable	CalPERS	\$272,884.43		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/23/2023	2/15/23PR-CALPERS			\$272,884.43		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$272,884.43		
5264	02/01/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,559.27		
	Invoice		Date	Description			Amount		
	BE005360710		01/26/2023	DELTA DENTAL CLAIMS FOR 1/20/23-1/26/23			\$4,559.27		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			\$4,559.27		
5265	02/01/2023	Open			Accounts Payable	UMR		\$58,125.45	
	Invoice		Date	Description			Amount		
	1/24/23-1/30/23		01/30/2023	UMR CLAIMS FOR 1/24/23-1/30/23			\$58,125.45		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$58,125.45		
5266	02/03/2023	Open			Accounts Payable	GOLDEN ONE CREDIT UNION		\$5,574.31	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-GOLDEN 1 CU			\$5,574.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,574.31		
5267	02/03/2023	Open			Accounts Payable	T A P O		\$5,032.48	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-TAPO DUES			\$5,032.48		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,032.48		
5268	02/03/2023	Open			Accounts Payable	T C E A		\$2,916.00	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-TCEA DUES			\$2,916.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,916.00		
5269	02/03/2023	Open			Accounts Payable	TMAPS		\$225.00	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-TMAPS DUES			\$225.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$225.00		
5270	02/03/2023	Open			Accounts Payable	T C E A		\$72.00	
	Invoice		Date	Description			Amount		
	1/31/23PR-BENEVO		02/03/2023	1/31/23PR-TCEA BENEVOLENCE DUES			\$72.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$72.00		
5271	02/03/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE		\$188,989.12	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-FEDERAL TAXES			\$188,989.12		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$188,989.12		
5272	02/03/2023	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES		\$56,583.61	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-STATE TAXES			\$56,583.61		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$56,583.61		
5273	02/03/2023	Open			Accounts Payable	CA SDU		\$2,898.29	
	Invoice		Date	Description			Amount		
	1/31/23PR		02/03/2023	1/31/23PR-CHILD SUPPORT PAYMENT			\$2,898.29		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,898.29		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5274	02/07/2023	Open			Accounts Payable	ICMA-RC	\$86,074.49		
	Invoice		Date	Description			Amount		
	1/31/23PR		02/07/2023	1/31/23PR-ICMA			\$86,074.49		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$86,074.49		
5275	02/07/2023	Open			Accounts Payable	ICMA-RC	\$22,283.31		
	Invoice		Date	Description			Amount		
	1/31/23PR-CONV		01/31/2023	1/31/23PR-SICK LEAVE CONVERSION-GROSSMAN & RAMOS			\$22,283.31		
	Paying Fund			Cash Account			Amount		
	259 - HOME-ARP			259.11000 (Cash)			\$225.23		
	501 - Information Technology			501.11000 (Cash)			\$22,058.08		
5276	02/07/2023	Open			Accounts Payable	T A P O	\$14,350.78		
	Invoice		Date	Description			Amount		
	1/31/23PR-RHS		02/07/2023	1/31/23PR-TAPO RHS DUES			\$14,350.78		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$14,350.78		
5277	02/07/2023	Open			Accounts Payable	TFRA	\$8,754.20		
	Invoice		Date	Description			Amount		
	1/31/23PR-RHS		02/07/2023	1/31/23PR-TFRA RHS DUES			\$8,754.20		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$8,754.20		
5278	02/07/2023	Open			Accounts Payable	T A P O	\$14,250.34		
	Invoice		Date	Description			Amount		
	1/15/23PR-RHS		02/07/2023	1/15/23PR-TAPO RHS DUES			\$14,250.34		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$14,250.34		
5279	02/07/2023	Open			Accounts Payable	TFRA	\$8,851.25		
	Invoice		Date	Description			Amount		
	1/15/23PR-RHS		02/07/2023	1/15/23PR-TFRA RHS DUES			\$8,851.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$8,851.25		
5280	02/08/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,463.64		
	Invoice		Date	Description			Amount		
	BE005370046		02/08/2023	DELTA DENTAL CLAIMS FOR 1/27/23-2/2/23			\$5,463.64		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5,463.64		
5281	02/08/2023	Open			Accounts Payable	UMR	\$87,234.87		
	Invoice		Date	Description			Amount		
	1/31/23-2/6/23		02/08/2023	UMR CLAIMS FOR 1/31/23-2/6/23			\$87,234.87		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$87,234.87		
5282	02/14/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,030.60		
	Invoice		Date	Description			Amount		
	BE005372933		02/14/2023	DELTA DENTAL CLAIMS FOR 2/3/23-2/9/23			\$6,030.60		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$6,030.60		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5283	02/16/2023	Open			Accounts Payable	UMR	\$51,163.85		
	Invoice		Date	Description			Amount		
	2/7/23-2/13/23		02/16/2023	UMR CLAIMS FOR 2/7/23-2/13/23			\$51,163.85		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$51,163.85		
5284	02/15/2023	Open			Accounts Payable	UMR		(\$972.34)	
	Invoice		Date	Description			Amount		
	JAN23 COBRA REF		02/15/2023	UMR JANUARY COBRA REFUND			(\$972.34)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$972.34)		
5285	02/15/2023	Open			Accounts Payable	UMR		(\$43,595.00)	
	Invoice		Date	Description			Amount		
	JAN23 RET REFUND		02/15/2023	UMR JANUARY 2023 RETIREE REFUND			(\$43,595.00)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$43,595.00)		
5286	02/17/2023	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$5,574.31		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-GOLDEN 1 CU			\$5,574.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,574.31		
5287	02/17/2023	Open			Accounts Payable	T A P O	\$5,076.56		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-TAPO DUES			\$5,076.56		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,076.56		
5288	02/17/2023	Open			Accounts Payable	T C E A	\$2,895.75		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-TCEA DUES			\$2,895.75		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,895.75		
5289	02/17/2023	Open			Accounts Payable	TFRA	\$5,458.42		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-TFRA DUES			\$5,458.42		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,458.42		
5290	02/17/2023	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$435.00		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-FIRE INC DUES			\$435.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$435.00		
5291	02/17/2023	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$215.00		
	Invoice		Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-TURLOCK HEALTH CLUB			\$215.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$215.00		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5292	02/17/2023	Open			Accounts Payable	T C E A	\$71.50		
			Date	Description			Amount		
	2/15/23PR-BENEVO		02/17/2023	2/15/23PR-TCEA BENEVOLENCE DUES			\$71.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$71.50		
5293	02/17/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$168,361.97		
			Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-FEDERAL TAXES			\$168,361.97		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$168,361.97		
5294	02/17/2023	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$48,891.39		
			Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-STATE TAXES			\$48,891.39		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$48,891.39		
5295	02/17/2023	Open			Accounts Payable	CA SDU	\$2,649.50		
			Date	Description			Amount		
	2/15/23PR		02/17/2023	2/15/23PR-CHILD SUPPORT PAYMENT			\$2,649.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,649.50		
5296	02/22/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$9,546.86		
			Date	Description			Amount		
	BE005377550		02/22/2023	DELTA DENTAL CLAIMS FOR 2/10/23-2/16/23			\$9,546.86		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$9,546.86		
5297	02/22/2023	Open			Accounts Payable	ICMA-RC	\$86,920.12		
			Date	Description			Amount		
	2/15/23PR		02/22/2023	2/15/23PR-ICMA			\$86,920.12		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$86,920.12		
5298	02/22/2023	Open			Accounts Payable	UMR	\$111,703.95		
			Date	Description			Amount		
	MAR 23 PREM		02/22/2023	UMR MARCH 2023 HEALTH PREMIUMS			\$111,703.95		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$111,703.95		
5299	02/22/2023	Open			Accounts Payable	UMR	\$490.72		
			Date	Description			Amount		
	MAR CUSTODIAL		02/22/2023	UMR MARCH 2023 CUSTODIAL AND BANKING FEE			\$490.72		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$490.72		
5300	02/22/2023	Open			Accounts Payable	UMR	\$41,504.76		
			Date	Description			Amount		
	2/14/23-2/20/23		02/22/2023	UMR CLAIMS FOR 2/14/23-2/20/23			\$41,504.76		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$41,504.76		

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5301	02/23/2023	Open			Accounts Payable	T A P O	\$14,576.39		
	Invoice		Date	Description		Amount			
	2/15/23PR-RHS		02/23/2023	2/15/23PR-TAPO RHS DUES		\$14,576.39			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$14,576.39			
5302	02/23/2023	Open			Accounts Payable	TFRA	\$8,602.55		
	Invoice		Date	Description		Amount			
	2/15/23PR-RHS		02/23/2023	2/15/23PR-TFRA RHS DUES		\$8,602.55			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$8,602.55			
5303	02/24/2023	Open			Accounts Payable	CalPERS	\$1,173.40		
	Invoice		Date	Description		Amount			
	2/15/23PR-SOLORI		02/24/2023	2/15/23PR-CALPERS-M SOLORIO		\$1,173.40			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,173.40			
5304	02/24/2023	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$22,728.59		
	Invoice		Date	Description		Amount			
	MARCH 2023		02/24/2023	UNUM LTD AND LIFE INSURANCE FOR MARCH 2023		\$22,728.59			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$22,728.59			
5305	02/27/2023	Open			Accounts Payable	UMR	(\$5,996.64)		
	Invoice		Date	Description		Amount			
	JAN23 OSR REFUND		02/27/2023	JANUARY 2023 OSR REFUND		(\$5,996.64)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$5,996.64)			
5306	02/28/2023	Open			Accounts Payable	Optum Bank, Inc.	\$21,192.16		
	Invoice		Date	Description		Amount			
	1/31/23PR		02/03/2023	1/31/23PR-HSA EE & ER		\$10,508.58			
	2/15/23PR		02/17/2023	2/15/23PR-HSA EE & ER		\$10,683.58			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$21,192.16			

Type EFT Totals: 68 Transactions \$7,299,855.99

AP - Accounts Payable Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	\$7,299,855.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	68	\$7,299,855.99	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	\$7,299,855.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
					Total		68	\$7,299,855.99	\$0.00	
Grand Totals:										
					EFTs		Status	Count	Transaction Amount	Reconciled Amount
							Open	68	\$7,299,855.99	\$0.00
							Reconciled	0	\$0.00	\$0.00
							Voided	0	\$0.00	\$0.00
							Total	68	\$7,299,855.99	\$0.00
					All		Status	Count	Transaction Amount	Reconciled Amount
							Open	68	\$7,299,855.99	\$0.00
							Reconciled	0	\$0.00	\$0.00
							Voided	0	\$0.00	\$0.00
							Stopped	0	\$0.00	\$0.00
							Total	68	\$7,299,855.99	\$0.00

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE }
WEEKLY DEMANDS OF 07/20/2023 }
IN THE AMOUNT OF \$1,507,678.47, }
07/27/2023 IN THE AMOUNT OF }
\$1,797,869.11, AND THE EFT PAYMENT }
REGISTER FOR FEBRUARY 2023 IN THE }
AMOUNT OF \$7,299,855.99 }

RESOLUTION NO. 2023-XXX

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:
07/20/2023	\$1,507,678.47
07/27/2023	\$1,797,869.11
EFT February 2023	\$7,299,855.99

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote:

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

ATTEST:

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

City Council Meeting Minutes

July 25, 2023

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL AND DECLARATION OF CONFLICTS

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

Absent: Councilmember Kevin Bixel

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

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda as posted as motioned by Councilmember Monez, seconded by Vice Mayor Franco and carried 4/0 by the following vote:

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

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

A. Proclamation National Night Out

Police Chief Jason Hedden presented the proclamation for National Night Out (NNO), Tuesday, August 1, 2023, and Chief Hedden and Public Works Director Schulze spoke on various NNO events occurring throughout Turlock that evening.

B. Presentation Employee Service Awards (*Eddy*)

Deputy City Manager Eddy read aloud the list of employees receiving service awards. Mayor Bublak and City Manager Wilson presented the employees with their certificates.

3. PUBLIC PARTICIPATION

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

Gavin Cline
 Derik Bakker
 Milt Trieweiler
 John Gebelein
 Ramon Rodriguez
 Ron Bridegroom
 Ryan Taylor

With no further comment, Mayor Bublak closed public participation.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JULY 25, 2023**

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

Motion: Waiving reading of all ordinances on the agenda, except by title as motioned by Vice Mayor Franco, seconded by Councilmember Monez and carried 4/0 by the following vote:

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

5. CONSENT CALENDAR

Mayor Bublak announced that Consent Item 5F would be pulled for separate consideration.

- A. Resolution 2023-178: Accepting Weekly Demands of 07/06/2023 in the amount of \$8,680,667.98, 07/13/2023 in the amount of \$369,271.38 and the Investment and Cash Report for April, May and June 2023
- B. Motion: Accepting Minutes of the 06/13/2023 Concurrent Meeting of the Turlock City Council and Public Financing Authority, 06/26/2023 Special Joint Meeting of the Turlock City Council and Planning Commission, and the 06/26/2023 and 07/11/2023 Regular Meetings of the Turlock City Council
- C. Resolution 2023-179: Initiating proceedings for the annual levy of assessments for existing Landscaping and Lighting Assessment Districts (Exhibit A) and Street Maintenance Benefit Assessment Areas (Exhibit B) in the City of Turlock for Fiscal Year 2023-2024 (*Schulze*)
- D. Resolution 2023-180: Declaring the City Council’s intention for the levy and collection of assessments, preliminarily approving the Engineer’s Report, and appointing a time and place for a public hearing for the existing Landscaping and Lighting Assessment Districts and Street Maintenance Benefit Assessment Areas (Exhibit A) in the City of Turlock for Fiscal Year 2023-2024 (*Schulze*)
- E. Resolution 2023-181: Approving revisions to the job descriptions for Water Treatment Plant Operator I; Water Treatment Plant Operator II; and Water Treatment Plant Operator, Senior; (*Dhami*)
- F. Item pulled for separate consideration
- G. Resolution 2023-183: Awarding bid and approving an Agreement with ARES Engineering, LLC, of Tollhouse, CA in the amount of \$132,595.00 and authorizing a contingency amount of \$13,260.00 (10.0%) for construction of City Project No. 21-023 "City Utility Trench Repair 2023" to be funded equally by Fund 410 "Water Quality Control" account number 410-51-531.43145 and Fund 420 "Water Enterprise" account number 420-52-550.43145 (*Schulze*)

Action: Motion by Councilmember Monez, seconded by Vice Mayor Franco, to adopt the Consent Calendar as amended, and carried 4/0 by the following vote:

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

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JULY 25, 2023**

5F. Approving the Stanislaus Regional Water Authority (SRWA) Regional Surface Water Supply Project General Manager Services Agreement (*Dhami*)

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

Milt Trieweiler

With no further comment, Mayor Bublak closed public comment.

Director Goodman and City Manager Wilson responded to questions from the public.

Action: Resolution 2023-182: Approving the Stanislaus Regional Water Authority (SRWA) Regional Surface Water Supply Project General Manager Services Agreement as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 4/0 by the following vote:

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

6. FINAL READINGS

None

7. PUBLIC HEARINGS

None

8. ACTION ITEMS

None

9. CITY MANAGER REPORTS/UPDATES

A. American Rescue Plan Act (ARPA) Update (*Moreno*)

Finance Director advised the update was included in the agenda packet.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Abram spoke about the ARPA update and stated there is some urgency to decide where to spend ARPA funds prior to the deadline in December 2024. She would like to continue having regular discussions on this and would like to discuss funding that has already been obligated, specifically in regards to the garbage rate subsidy.

Vice Mayor Franco asked to have Housing Department meetings to direct staff on the City Council's direction to utilize the \$20+ million dollars of available funds. She would like to know what they can do with each baskets of monies the City has, time limits to spend the money, repayments on errors, how are we paying them back and which funds are being used to pay them back. She also wants City Council to set direction that the Housing Department takes on future expenditures of the money.

She also requested an update from Jeffrey Lewis regarding housing and non-profits.

Mayor Bublak asked for a survey to be put together to send out to the mobile home parks to find out what their needs are and how we can decide the best was to assist those residents and what the cost of that would look like.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JULY 25, 2023**

11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmember Abram provided a brief update on the last Ad-Hoc on Cannabis meeting and stated that there will be an initial report with recommendations coming forward at the next City Council meeting.

Vice Mayor Franco reminded everyone about National Night Out and spoke on the chlorine in the water and asked the public to please reach out to staff regarding any questions they may have.

Councilmember Monez agreed with Vice Mayor Franco's comments.

12. CLOSED SESSION

At the request of Mayor Bublak, City Clerk Christel read aloud the closed session items.

- A. Conference with Labor Negotiators - California Government Code §54957.6(a)
Agency Designated Representative: Deputy City Manager Sarah Eddy
Employee Organization: Turlock Firefighters Association – Local 2434
- B. Conference with Legal Counsel – Anticipated Litigation, California Government Code §54956.9(d)(2)
Potential Case(s): (3 cases)

13. REPORTS FROM CLOSED SESSION

Mayor Bublak announced there was no reportable action.

14. ADJOURNMENT

Mayor Bublak adjourned the meeting at 7:33 p.m.

Respectfully submitted

Julie Christel, City Clerk

City Council Staff Report

August 8, 2023



From: Dale Goodman, Municipal Services Director

Prepared by: Salena Estrada, Water Treatment Plant Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an agreement with Chemtrade Chemicals Corporation under Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 01-2023 "For Supply and Delivery of Aluminum Sulfate" for a period of one (1) year, in an amount not to exceed an annual compensation of \$200,000, funded in the Stanislaus Regional Water Authority (SRWA) operations budget fund 450 "SRWA Operations" account number 450-53-550.44005 "Chemicals"

2. SYNOPSIS:

Approving an agreement with Chemtrade Chemicals Corporation for Aluminum Sulfate without compliance with formal bid procedures, pursuant to Turlock Municipal Code Section 2-7-08(b)(5) which states bidding procedures are not required if utilizing a cooperative agreement, for a period of one (1) year, in an amount not to exceed an annual compensation of \$200,000, funded in the SRWA operations budget fund 450 "SRWA Operations" account number 450-53-550.44005 "Chemicals".

3. DISCUSSION OF ISSUE:

The Stanislaus Regional Water Authority Water Treatment Plant (SRWA) uses Aluminum Sulfate in the water treatment process for purification of water to meet the State of California's drinking water requirements for human consumption. Aluminum sulfate is a coagulant that assists in the removal of suspended particles. It promotes the clumping of fine floc into larger floc so that they can be easily removed through the conventional treatment process.

In 2023, the City partnered with the Bay Area Chemical Consortium (BACC) which is a group of public agencies identified as Bay Area Clean Water Agencies (BACWA) to cooperatively purchase chemicals. In the FY 23/24 cycle, 61 public agencies participated to bid on 30+ chemicals commonly used in the water/wastewater industry to consolidate purchasing efforts and to obtain the best pricing available by combining quantities. Chemtrade Chemicals, LLC US was selected as the supplier

of Aluminum Sulfate under the BACC cooperative agreement Bid No. 01-2023 "For Supply and Delivery of Aluminum Sulfate".

Staff anticipates using up to 578 gallons per day of Aluminum Sulfate to treat 15 million gallons per day (MGD) of drinking water at the SRWA facility. Staff estimates total Aluminum Sulfate usage at 210,788 gallons per year.

Staff will continue to participate in the BACWA effort to obtain the best price possible to maintain high water quality standards.

4. BASIS FOR RECOMMENDATION:

- A. Pursuant to the Turlock Municipal Code, City Council approval of the agreement is required prior to execution of the contract with a consultant.
- B. The City of Turlock is required to maintain the SRWA Surface Water Treatment facility and distribution system to ensure operational permit compliance.
- C. Chemtrade Chemicals Corporation is the lowest responsive and responsible bidder meeting all specifications and requirements per BACC Bid No. 01-2023.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Amount not to exceed \$200,000 for the purchase of Aluminum Sulfate.

The total cost of this contract was appropriated in the SRWA Operations Budget Fund 450-53-550.44005 "Chemicals".

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A.

9. ALTERNATIVES:

- A. Do not approve this agreement. This alternative is not recommended as it will create non-compliance with the water supply permit along with state and federal regulations.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Agreement with Chemtrade Chemicals Corporation
 - Exhibit A. BACWA Bay Area Clean Water Agencies - BACC Bid No. 01-2023

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN }
 AGREEMENT WITH CHEMTRADE CHEMICALS }
 CORPORATION UNDER BAY AREA CHEMICAL }
 CONSORTIUM (BACC) COOPERATIVE }
 AGREEMENT BID NO. 01-2023 “FOR SUPPLY }
 AND DELIVERY OF ALUMINUM SULFATE” FOR }
 A PERIOD OF ONE (1) YEAR, IN AN AMOUNT }
 NOT TO EXCEED AN ANNUAL COMPENSATION }
 OF \$200,000, FUNDED IN THE STANISLAUS }
 REGIONAL WATER AUTHORITY (SRWA) }
 OPERATIONS BUDGET FUND 450 “SRWA }
 OPERATIONS” ACCOUNT NUMBER }
 450-53-550.44005 “CHEMICALS” }
 _____ }

WHEREAS, Staff is recommending authorization to approve Contract No. 2024-11 with Chemtrade Chemicals Corporation, LLC US for Aluminum Sulfate without compliance with formal bid procedures, pursuant to Turlock Municipal Code Section 2-7-08(b)(5) which states bidding procedures are not required if utilizing a cooperative agreement; and

WHEREAS, The Stanislaus Regional Water Authority Water Treatment Plant (SRWA) uses Aluminum Sulfate in the water treatment process for purification of water to meet the State of California’s drinking water requirements for human consumption. Aluminum sulfate is a coagulant that assists in the removal of suspended particles. It promotes the clumping of fine floc into larger floc so that they can be easily removed through the conventional treatment process; and

WHEREAS, Staff anticipates using up to 578 gallons per day of Aluminum Sulfate to treat 15 million gallons per day (MGD) of drinking water at the SRWA facility. Staff estimates total Aluminum Sulfate usage at 210,788 gallons per year; and

WHEREAS, in 2023, the City partnered with the Bay Area Chemical Consortium (BACC) which is a group of public agencies identified as Bay Area Clean Water Agencies (BACWA) to cooperatively purchase chemicals. In the FY 23/24 cycle, 61 public agencies participated to bid on 30+ chemicals commonly used in the water/wastewater industry to consolidate purchasing efforts and to obtain the best pricing available by combining quantities. Chemtrade Chemicals Corporation, LLC US was selected as the supplier of Aluminum Sulfate under the BACC cooperative agreement Bid No. 01-2023 “For Supply and Delivery of Aluminum Sulfate”.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an agreement with Chemtrade Chemicals Corporation, LLC US under Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 01-2023 “For Supply and Delivery of Aluminum Sulfate” for a period of one (1) year, in an amount not to exceed an annual compensation of \$200,000, funded in the Stanislaus Regional Water Authority (SRWA) operations budget fund 450 “SRWA Operations” account number

450-53-550.44005 "Chemicals".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**SERVICE PROVIDER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
CHEMTRADE CHEMICALS CORPORATION
DBA CHEMTRADE CHEMICALS US LLC
for
ALUMINUM SULFATE**

City Contract No. 2024-011

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Chemtrade Chemicals Corporation., a New Jersey corporation (“Service Provider”), on this 8th day of August 2023 (the “Effective Date”). City and Service Provider may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

- A.** City seeks to hire an independent contractor to perform Service Provider services to assist City with Aluminum Sulfate (the “Project”).
- B.** Service Provider has made a proposal to City to provide such Service Provider services. A description of the services Service Provider proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Service Provider to perform the Services, subject to the terms and conditions set forth in this Agreement.
- C.** The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.
- D.** The Parties have outlined the rates and method of payment to Service Provider for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

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

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 52 of this Agreement, Sections 1 through 52 shall prevail

2. Term. The term of this Agreement shall be one (1) year(s) and will commence on the Effective Date and terminate on the 8th day of August, 2024 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

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

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

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

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Service Provider Services. City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Service Provider's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's annual compensation to Service Provider shall not exceed Two Hundred Thousand and No/100ths Dollars (\$200,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

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

6.4. Invoices. Service Provider shall provide City with monthly invoices sufficiently evidencing Service Provider's expenses and completion of the Services. All invoices furnished to City by Service Provider shall be in a form approved by City. The payments specified shall be the only payments made to Service Provider for performance of the Services, including compensation for any Modification. Service Provider shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

7. Notice to Proceed. Service Provider shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

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

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

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

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

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

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

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

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

12.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Service Provider

may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

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

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

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

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

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

Service Provider shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Service Provider written authorization to make any such disclosure, Service Provider shall do so only within the limits and to the extent of that authorization. Service Provider may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Service Provider agrees that it will treat

all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

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

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

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

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

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

any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

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

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

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

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

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

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

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Service Provider or before Service Provider commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Service Provider. If City terminates this Agreement after City has issued the Notice to Proceed to Service Provider and after Service Provider has commenced performance under this Agreement, City shall pay Service Provider the reasonable value of the Services rendered by Service Provider pursuant to this

Agreement prior to termination of this Agreement. City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services. Service Provider shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Service Provider prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Service Provider prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24.3 Errors and Omissions Liability. [Intentionally Omitted]

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

24.5 Contractors Pollution Insurance. When applicable, Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

24.7 Waiver of Subrogation. With the exception of errors and omissions liability insurance, Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider 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 Service Provider, its agents, employees, independent contractors, and subcontractors. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Service Provider shall provide City with certificates of insurance 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 Service Provider 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 Service Provider; (c) cover products and completed operations of Service Provider, premises owned, occupied, or used by the Service Provider, or automobiles owned, leased, or hired or borrowed by the Service Provider; contain no special limitations on the scope of protection afforded to City; (d) 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 Service Provider's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

26. Indemnifications.

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

Service Provider, the Service Provider waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

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

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

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

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

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

If to City: **City of Turlock**
Attn: Department Director
156 S. Broadway, Suite 270
Turlock, California 95380-5461

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

If to Service Provider: **Chemtrade Chemicals Corporation**
Attn: Robert Naranjo
90 East Halsey Road
Parsippany, NJ 07054

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

Janice Virgo
Staff Services Assistant
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: jvirgo@turlock.ca.us

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

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

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

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

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

38. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such

entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

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

43. 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.

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

SERVICE PROVIDER

**Chemtrade Chemicals Corporation,
a New Jersey company**

By: _____

Print Name: _____

Title: _____

Date _____

CITY

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

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Dale Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk



March 16, 2023

Chemtrade Chemicals US LLC
Attn: Elizabeth Ryno
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 01-2023 for Supply and Delivery of ALUMINUM SULFATE.

Dear Ms. Ryno

We are pleased to advise you that the bid submitted by Chemtrade Chemicals US LLC for Bid No. 01-2023 was determined to be the lowest responsive bid for the supply and delivery of ALUMINUM SULFATE during the period July 1, 2023 through June 30, 2024.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Chemtrade Chemicals US LLC for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", written over a horizontal dotted line.

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
 Bid Results for Project 01-2023 ALUMINUM SULFATE
 Bid Due on February 23, 2023 4:00 PM (PDT)
 SINGLE BID AWARD

Section	ALUMINUM SULFATE 44%-49% Liquid Solution					ALUMINUM SULFATE 5% Acidized Liquid Solutions (Optional bid item)	ALUMINUM SULFATE 7% Acidized Liquid Solution (Optional bid item)
	Central Valley	North Bay	Sacramento	South Bay	Tri Valley	North Bay	North Bay
Description							
Unit of Measure	gal	gal	gal	gal	gal	gal	gal
Chemtrade Chemicals, LLC US	0.8933	0.8933	0.8933	0.8933	0.8933	1.2192	1.1250

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 01-2023
FOR SUPPLY AND DELIVERY OF ALUMINUM SULFATE**

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)
<https://bacwa.org/bacc/>

No later than 4:00 PM. PT
Thursday, February 23, 2022

Legal Name of Bidder:
CHEMTRADE CHEMICALS US LLC

Business Address
90 EAST HALSEY ROAD, SUITE 200
PARSIPPANY, NJ 07054

Telephone Number: 800-441-2659

Facsimile Number: 973-515-4461

Email Address: bids@chemtradeLogistics.com

Authorized Representative (Please Print):
ELIZABETH RYNO, MARKETING SPECIALIST

Signature: *Elizabeth Ryno*

Date: FEBRUARY 19, 2023

I. All costs except California State sales tax for the purchase of ALUMINUM SULFATE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).

II. Bidders must submit all of the following, attached to this Bid Form:

- a. All requirements listed in Section 2.21 Manufacturer's Info.
- b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. Bidder Obligations

By signing this Bid Form and entering into individual purchase orders, purchase agreements and /or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.



Water Chemicals Group
90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461
www.chemtradelogistics.com

Bay Area Chemical Consortium
Bid Number: 01-2023 Liquid Aluminum Sulfate
Opening: February 23, 2023 @ 4:00 p.m.

SUBCONTRACTOR UTILIZATION

Please note that Chemtrade Chemical's Liquid Aluminum Sulfate manufacturing plant located in Pittsburg, CA. Product is typically shipped through our third-party carrier. Their information is as follows:

Chemical Transfer
1033 Stokes Avenue
Stockton, CA 95215
Phone: (209) 943-2639

Chemical Transfer has a long-standing relationship with Chemtrade Chemicals and meets all of our security and safety standards and due diligence in performing personnel background checks is in compliance. We further certify that this 3rd party carrier can haul and deliver the required chemicals to every participating BACC Agency.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Ryno".

Elizabeth Ryno
Marketing Specialist
Phone: (973) 515-1858
Email: bids@ChemtradeLogistics.com

**BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 01-2023
SUPPLY AND DELIVERY OF ALUMINUM SULFATE**

I hereby agree to furnish ALUMINUM SULFATE identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: CHEMTRADE CHEMICALS US LLC
Address: 90 EAST HALSEY ROAD, SUITE 200
City, State, ZIP: PARSIPPANY, NJ 07054
Phone: 800-441-2659
Email: bids@chemtradelogistics.com
Authorized Representative: ELIZABETH RYNO, MARKETING SPECIALIST
Signature: *Elizabeth Ryno*
Date: FEBRUARY 19, 2023

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER 1 THROUGH 1.

SPECIFIC DEVIATIONS:

This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

Please note an additional \$0.68/gallon will be assessed for Aluminum Sulfate and/or

Acidized Alum loads of less than 2,000 gallons.

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder:
CHEMTRADE CHEMICALS US LLC
2. Bidder's Street Address:
90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054
3. Mailing Address:
90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054
4. Business Telephone: 800-441-2659 Fax Number: 973-515-4461
5. Type of Supplier:
 Sole Proprietor Partnership Corporation LLC
If Corporation, indicate State where incorporated: DELAWARE
6. Business License Number issued by the City where the Supplier's principal place of business is located.
Number: 003910 Issuing City: COUNTY OF CONTRA COSTA
7. Supplier Federal Tax Identification Number: 74-3104940
8. Emergency Contact: Name: ROBERT NARANJO
Phone Number: 360-440-0239
9. Order Contact: Name: NADINE PAGE
Address: 155 GORDON BAKER RD, STE 300, TORONTO, ON M2H 3N5
Phone Number: 866-640-1592 Fax Number: 514-640-4858
Email: mtlcsr@chemtradeLogistics.com
10. References: **PLEASE SEE ATTACHED**
- | <u>Company/Agency Name</u> | <u>Contact Name</u> | <u>Phone Number</u> |
|----------------------------|---------------------|---------------------|
| 1) _____ | _____ | _____ |
| 2) _____ | _____ | _____ |
| 3) _____ | _____ | _____ |
11. Chemical Manufacturer's name and address (if different from Bidder):
CHEMTRADE SOLUTIONS LLC (same company)
501 NICHOLS ROAD, PITTSBURG, CA 94565



CHEMTRADE

Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461
www.chemtradelogistics.com

REFERENCES:

The following is a list of 3 customers Chemtrade Chemicals US LLC currently supplies with Liquid Aluminum Sulfate for the 2022 and 2023 calendar years (and prior).

If more specific information is needed, please contact our office at 1-800-441-2659.

City of Fairfield

1000 Webster Street

Fairfield, CA 94533

Contact: Allan Brown

Phone: (707) 428-7680 Ext. 103

Email: abrown@ci.fairfield.ca.us

c/o: North Bay

Contact: John Alexander, Phone: (530) 747-8283, Email: nbacp@cityofdavis.org

Central Coast Water Authority

255 Industrial Way

Buellton, CA 93427

Contact: Darin Dargatz

Phone: (805) 975-0113

Email: dod@ccwa.com

City of Fresno

2600 Fresno Street

Fresno, CA 93706

Contact: James Jackson

Sr. Procurement Specialist

Phone: (559) 621-1165

Email: james.jackson2@fresno.gov

**ADDENDUM NO. 1
REQUEST FOR BIDS
BAY AREA CHEMICAL CONSORTIUM (BACC) BID NO. 01-2023
FOR SUPPLY AND DELIVERY OF ALUMINUM SULFATE
Addendum Issue Date: February 16, 2023**

TO ALL BIDDERS: The purpose of this Addendum is to make changes, additions, deletions, revisions, and clarifications to the bid mentioned above. The changes incorporated in the Addendum shall be considered as a part of the document and shall supersede, amend, add to, and/or subtract from those conditions shown in the original bid.

Acknowledgement: Bidders must acknowledge receipt of any and all Addenda in the space provided on the Standard Agreement of the bid document. Failure to do so may subject the Bidder to disqualification. All requirements of the bid documents remain unchanged except as cited herein.

ADDENDUM ITEMS:

1) Section / Page: Section III – 1 Estimated Quantities / Page 25

For the City of Hayward

REMOVE: "City of Hayward 5,000"

Revised Section III – 1 Estimated Quantities is attached.

2) Section / Page: Section III – 3 Participating Member Agency Contact List / Page 32

For the City of Hayward

REMOVE: all "City of Hayward" contact information

3) Section / Page: Section IV – Bid Contract Documents / Page 41

For the City of Hayward

REMOVE: "City of Hayward" from Worksheet

Bid opening date of February 23, 2023, remains unchanged.

END OF ADDENDUM NO. 1

SECTION III – 1

**BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES
FOR BID NO. 01-2023
ALUMINUM SULFATE**

BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2023/2024
BID NO. 01-2023

	Unit of Measure	Estimated Annual Qty for Treatment Applications:	
		Water	Wastewater
Aluminum Sulfate 44%-49% Liquid Solution	gal	3,066,000	1,480,900
<u>Central Valley</u>			
City of Turlock	gal	340,000	0
		340,000	0
<u>North Bay</u>			
Central Contra Costa Sanitary District	gal	0	50,000
City of Antioch	gal	530,000	0
City of Martinez	gal	150,000	0
City of Pittsburg	gal	125,000	0
Delta Diablo Sanitation District	gal	0	360,000
Ironhouse Sanitary District	gal	0	20,000
Town of Discovery Bay CSD	gal	0	900
		805,000	430,900
<u>Sacramento</u>			
City of Roseville	gal	200,000	0
City of Sacramento	gal	628,000	0
City of Yuba City	gal	200,000	0
Nevada Irrigation District	gal	140,000	0
Rancho Murieta Community Services District	gal	27,000	36,000
		1,195,000	36,000
<u>South Bay</u>			
City of Sunnyvale	gal	0	530,000
City of Watsonville	gal	0	200,000
San Jose - Santa Clara Regional Wastewater Facility	gal	0	20,000
		0	750,000
<u>Tri Valley</u>			
Dublin San Ramon Services District	gal	0	264,000
Zone 7 Water Agency	gal	726,000	0
		726,000	264,000
Aluminum Sulfate 7% Acidized Liquid Solution (OPTIONAL BID ITEM)	gal	150,000	0
<u>North Bay</u>			
City of Martinez	gal	150,000	0
		150,000	0

City Council Staff Report

August 8, 2023



From: Erik Schulze, Public Works Director

Prepared by: Randall Jones, P.E., Associate Civil Engineer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Rejecting all bids submitted for City Project No. 21-044 "Pedretti Park Lighting Improvements"

2. SYNOPSIS:

This action will reject all bids submitted for City Project No. 21-044 "Pedretti Park Lighting Improvements"

3. DISCUSSION OF ISSUE:

On February 22, 2022, City Council directed staff to proceed with the preparation of plans, specifications, and advertising for City Project 21-044 "Pedretti Park Lighting Improvements." City Council also accepted a Turlock Irrigation District (TID) Powering Our Communities grant of \$150,482 for this project.

The project scope includes replacing existing metal halide lighting with LED lights on all five fields, replacing all the existing aging wiring, and replacing one damaged pole foundation.

City staff advertised this project on June 10, 2023, through the Turlock Journal and on the City's website for construction projects. On July 11, 2023, six (6) bids were received for City Project No. 21-044 "Pedretti Park Lighting Improvements."

Bid Summary:

Number	BIDDER	BID AMOUNT
1	Access Electric; Modesto, CA	\$459,421
2	Green Energy Innovations; Buena Park, CA	\$499,000
3	St. Francis Electric; San Leandro, CA	\$590,000
4	Designs-Build; Sacramento, CA	\$616,800
5	Dynamic Electrical; Atwater, CA	\$851,620
6	Modesto Executive Electric; Modesto, CA	\$875,000

Staff reviewed all bids and determined that bidders 1 and 2 could not be selected due to each bid not being fully responsive to the bid proposal requirements. Out of a desire to secure a responsive bid proposal at a competitive price, staff recommends that City Council reject all bids received and re-advertise the project.

4. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, § 20166 et seq and Turlock Municipal Code 2-7-08(c)(4), the City Council has the discretion to reject any and all bids presented and re-advertise for bids.
- B. City staff are confident that by doing this, the City will receive responsive and competitive bids which should lower the overall cost of this important project.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The approximate costs associated with the below items are not expected to exceed \$5,000:

- A. Staff time devoted to the rejection of bids and re-advertisement of project
- B. Advertising in the Turlock Journal

There is available funding in G/L 120-10-120.51270, the account number dedicated for this project.

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Council could direct staff to evaluate the next lowest responsive bid submitted by a responsible bidder for this project. Staff does not recommend this alternative, as the remaining bids are all much higher.

10. ATTACHMENTS:

None

City Council Staff Report

August 8, 2023



From: Isaac Moreno, Finance Manager

Prepared by: Isaac Moreno, Finance Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the investment of monies in the Local Agency Investment Fund (LAIF)

2. SYNOPSIS:

Request authorization to update the City of Turlock officers holding the titles of City Treasurer, Finance Director, and Principal Accountant to deposit or withdraw funds in the Local Agency Investment Fund (LAIF).

3. DISCUSSION OF ISSUE:

The Local Agency Investment Fund (LAIF) is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit and withdrawal of money in a local agency for the purpose of investment by the State Treasurer. This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

This investment program is a part of the City of Turlock's authorized investments in the City's Investment policy that allows the City to earn a return that would normally be greater than leaving the funds in a standard interest-bearing bank account.

It has been sometime since the City has updated the resolution that governs who is authorized to deposit and withdraw from this account. The attached resolution will be identifying current titles for authorization:

- City Treasurer
- Finance Director
- Principal Accountant

Although names are also added to the resolution, the position identified will allow for future staff and elected official to access the account after updating the signature form.

Staff is requesting authorized to update the LAIF resolution to the City's current finance team structure.

4. BASIS FOR RECOMMENDATION:

This action is recommended to update authorized personnel and titles for the City of Turlock's Local Agency Investment Fund.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. STAFF RECOMMENDATION:

Staff recommends execution of resolution to bring authorizations current with city staff and the elected official's position

7. CITY MANAGER'S COMMENTS:

Recommend approval

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Council could choose to not execute this resolution and leave authorizations as is, however, this is not recommended as the Finance Department has restructured and current employees do not have access to the LAIF account.

10. ATTACHMENTS:

- A. Draft resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING }
INVESTMENT OF MONIES IN THE LOCAL }
AGENCY INVESTMENT FUND (LAIF) }
_____ }**

RESOLUTION NO. 2023-

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Turlock;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the deposit and withdrawal of City of Turlock monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following City of Turlock officers holding the title(s) specified hereinbelow **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

- Diana Lewis – City Treasurer
- Isaac Moreno – Finance Director
- Nadine Silva – Principal Accountant

Section 2. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote:

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

ATTEST:

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

City Council Staff Report

August 8, 2023



From: Erik Schulze, Public Works Director
Prepared by: Mark Crivelli, Recreation Supervisor
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Memorandum of Understanding (MOU) between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District authorizing the acceptance of an allocation of funds and execution of a grant MOU to implement the After School Education and Safety (ASES) Program for the 2023-2024 school year

2. SYNOPSIS:

Approving a Memorandum of Understand (MOU) (identified in City record-keeping as City contract No. 2024-00000023) regarding the After School Education and Safety (ASES) Program.

3. DISCUSSION OF ISSUE:

In 2002 an initiative to fund after school programs was created by civilian Arnold Schwarzenegger. The initiative was approved by the voters in 2002; however, it could not be implemented until the state had a balanced budget with surplus funds. In 2006, under then Governor Schwarzenegger, the budget was balanced and under Proposition 49, \$550 million of state funding was allocated annually to after school programs. The City of Turlock was granted Proposition 49 state funding to implement the ASES Program.

Since 2006, the City of Turlock, the Stanislaus County Office of Education (SCOE), and the Turlock Unified School District (TUSD) (specifically Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School, and Wakefield Elementary School) have worked together to provide after school programs. The after school programs are coordinated and implemented through the Project SAFE (Supporting After School for Everyone) Consortium. The goal of the Consortium is to provide safe, meaningful opportunities for students during after school hours. All participating

agencies agree the implementation of the ASES Program furthers this goal. Four (4) elementary school sites offer the ASES program up to ninety (90) students in 1st – 6th grade, except Osborn which serves 1st – 5th grade. Wakefield serves up to seventy-five (75), 1st – 6th grade students daily, At the junior high school site, the ASES program serves up to one hundred forty (140) 7th & 8th grade students daily.

The goal of the ASES program is to improve academic assistance to students and broaden the base of support for education in a safe, constructive environment during non-school hours. The program provides literacy, academic enrichment and safe, constructive alternatives for students. The following are ASES grant requirements:

1. The program will provide one hour of academic instruction daily.
2. All students must attend five days per week.
3. The program will provide a daily snack for students.
4. The program will provide daily enrichment activities.

4. BASIS FOR RECOMMENDATION:

- A. The Public Works Department, Recreation Division has limited or no funds to financially support this program, thus additional funds from grant sources are needed to offer after school programs for children in the community.
- B. Funding through the Project Safe ASES Program grant provides \$105,596.41 per site per year for Brown, Crowell, Cunningham, and Osborn Elementary Schools, \$95,190.51 for Wakefield Elementary School and \$96,105.22 for the Turlock Junior High School, for a total of \$613,681.37.
- C. By entering into this MOU, the City would be able to leverage resources to increase needed Recreation programs for community youth.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The attached MOU reflects the 2023/24 budget. There will be no impact to the General Fund. A quarterly expense report is submitted to SCOE for reimbursements.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Deny the approval of the MOU. Staff does not recommend this as there is a need for enhanced after school programs within the community and without these funds, the Public Works Department, Recreation Division would not be able to provide staffing, equipment or supplies to meet this need. Not entering into this MOU would limit the number of children who would be eligible to participate in the after school programs. In addition, the Public Works Department, Recreation Division would have to continue seeking additional grants and community donations for the after school programs at these school sites.

10. ATTACHMENTS:

A. Draft Resolution

B. MOU for the 2023 - 2024 ASES program

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
MEMORANDUM OF UNDERSTANDING }
(MOU) BETWEEN THE STANISLAUS }
COUNTY OFFICE OF EDUCATION, THE }
CITY OF TURLOCK, AND THE TURLOCK }
SCHOOL DISTRICT AUTHORIZING THE }
ACCEPTANCE OF AN ALLOCATION OF }
FUNDS AND EXECUTION OF A GRANT }
MOU TO IMPLEMENT THE AFTER SCHOOL }
EDUCATION AND SAFETY (ASES) }
PROGRAM FOR THE 2023-2024 SCHOOL }
YEAR }

RESOLUTION NO. 2023-

WHEREAS, the City of Turlock was granted Proposition 49 state funding to implement the ASES Program; and

WHEREAS, the goal of the ASES program is to improve academic assistance to students and broaden the base of support for education in a safe, constructive environment during non-school hours; and

WHEREAS, the City of Turlock, the Stanislaus County Office of Education (SCOE), and the Turlock Unified School District (TUSD), specifically Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School, and Wakefield Elementary School have worked together to provide after school programs since 2006; and

WHEREAS, it is necessary to approve a new MOU effective for the 2023 – 2024 school year.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby approve a Memorandum of Understanding between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District authorizing the acceptance of an allocation of funds and execution of a grant MOU to implement the After School Education and Safety (ASES) Program for the 2023-2024 school year.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August 2023, by the following vote:

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

ATTEST:

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
STANISLAUS COUNTY OFFICE OF EDUCATION
AND
CITY OF TURLOCK
AND
TURLOCK UNIFIED SCHOOL DISTRICT
AND

WALTER BROWN ELEMENTARY, CROWELL ELEMENTARY, CUNNINGHAM
ELEMENTARY, OSBORN TWO-WAY IMMERSION ACADEMY, TURLOCK JR. HIGH
AND WAKEFIELD ELEMENTARY

This Memorandum of Understanding stands as evidence that the Stanislaus County Office of Education (“SCOE”) and City of Turlock and Turlock Unified School District and Walter Brown Elementary, Crowell Elementary, Cunningham Elementary, Osborn Two-Way Immersion Academy, Turlock Jr. High and Wakefield Elementary intend to work together with Project SAFE (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours in Region 6 counties of Stanislaus, Tuolumne and Calaveras. All agencies agree that the implementation of the ASES (After School Education and Safety Program), as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services every regular instructional day based on a 180 day school calendar and providing SCOE with all information and documentation pursuant to the deadlines set forth herein July 1, 2023 through June 30, 2024:

City of Turlock:

Grant Award - ASES CORE Award: \$613,681.37

TOTAL GRANT AWARD: \$613,681.37

Turlock USD:

Grant Award - ASES CORE Award: \$186,956.07

TOTAL GRANT AWARD: \$186,956.07

(See site break-down below)

SCOE will:

- Serve as fiscal agent for the collaborative and ensure fiscal compliance with California Department of Education (“CDE”) guidelines. Payments are scheduled to be made to the District each fiscal year as follows: 50% to site within 30 days of CDE’s first payment made to SCOE and receipt of prior fiscal year close-out reports; 15% in January; 15% in April; 10% in June; and the final 10% by August 15th, after the close-out report from the applicable year is submitted and received by SCOE. Early submission of close-out reports will result in early payments when feasible. This award is made contingent upon the availability of funds from the CDE to SCOE. If the Legislature takes action to reduce

or defer the funding upon which this award is based, then this award will be amended accordingly.

- ❑ Conduct both a mid-year audit on or before January 1st each year of this MOU and a year-end audit each year of this MOU to verify that every ASES site maintains adequate and accurate attendance records in addition to providing periodic program and fiscal reports required by the CDE, including the number of pupils served and expenditure of funds for which they were granted. If any of SCOE's audits determine that an ASES site fails to satisfactorily maintain said records or fails to produce said fiscal reports within required deadlines, SCOE may terminate this agreement, and the District administering the ASES program may be dropped from the consortium, in order to maintain the entire funding amount for SCOE consortium and remain in good standing with CDE.
- ❑ Collaborate with other partners to provide technical assistance and trainings to sites and program staff including staff development.
- ❑ Serve as liaison between CDE and Districts/Sites.
- ❑ Compile data from sites for evaluation and oversee evaluation.
- ❑ Create marketing campaign for sites that need to boost attendance.
- ❑ Coordinate and participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- ❑ Provide each site with a Technical Assistance Coordinator that helps with all technical assistance needs and conducts three site visits to each program throughout the year.
- ❑ Collaborate with community partners to encourage support that enhances programs throughout the region.
- ❑ Make every effort to meet the 33% match requirement, minus the 25% of the 33% facility usage match.
- ❑ Receive the amount for each site: Walter Brown (\$22,891.82), Crowell (\$22,891.82), Cunningham (\$22,891.82), Osborn (\$22,891.82), Turlock Jr. High (\$30,522.42) and Wakefield (\$19,199.25).

City of Turlock will:

- ❑ Administer after school programs at school.
- ❑ Operate after school programs for a minimum of 3 hours every regular instructional school day and until 6:00 pm with a staff/student ratio of no more than 20 to 1.
- ❑ Ensure that funds from ASES will supplement, not supplant, existing services and funds.
- ❑ Provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- ❑ Conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed.
- ❑ Submit annual operating budget.
- ❑ Assign district and/or site representatives to participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.

- ❑ Receive 85% site allocation and can only be spent on direct services for students and 15% of the grant funds will go to SCOE to participate in consortium (all indirect and administrative cost allowances). Sites have the option to budget 1% of their site allocation for administrative costs, and this should be documented in initial budget submission.
- ❑ If programmatic changes are required due to Public Health, the City of Turlock will be held harmless for any reduction in services and associated costs.
- ❑ Receive the amount for each site: Walter Brown (\$105,596.41), Crowell (\$105,596.41), Cunningham (\$105,596.41), Osborn (\$105,596.41), Turlock Jr. High (\$96,105.22) and Wakefield (\$95,190.51).

School will:

- ❑ Operate after school program for a minimum of 3 hours every regular instructional school day and until 6:00 pm with a staff/student ratio of no more than 20 to 1.
- ❑ Establish an early release policy and send copy of board approval to SCOE.
- ❑ Provide a nutritional snack daily that meets USDA requirements.
- ❑ Provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- ❑ Conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed.
- ❑ Submit annual operating budget.
- ❑ Commit resources including appropriate facility usage (25% of 33% match requirement) for program.
- ❑ Identify appropriate community partners including youth and parents.
- ❑ If programmatic changes are required due to Public Health, TUSD will be held harmless for any reduction in services and associated costs.
- ❑ Receive the amount for each site: Walter Brown (\$24,123.90), Crowell (\$24,123.90), Cunningham (\$24,123.90), Osborn (\$24,123.90), Turlock Jr. High (\$76,855.20) and Wakefield (\$13,605.27).

*****DEPARTMENT OF JUSTICE CLEARANCE REQUIREMENTS*****

Office has determined that the following provision:

- Is not applicable to this Agreement pursuant to Education Code section 45125.1
- This provision is applicable to this Agreement pursuant to Education Code section 45125.1 because the services being provided are:
 - School and classroom janitorial
 - Schoolsite administrative
 - Schoolsite grounds and landscape maintenance
 - Pupil transportation
 - Schoolsite food-related

and are not being provided in an emergency or exceptional situation and the Independent Contractor or employees of the Independent Contractor will not have interaction with students.

Contractor certifies that he/she has conducted a Department of Justice fingerprint check and none of his/her employees who may come in contact with pupils has been convicted of a serious or violent felony as defined by California law (see Education Code section 45122.1(c)(1)). Attached is a list of the names of Independent Contractor's employees who may come in contact with pupils.

Department of Justice Clearance or valid criminal records summary attached

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein. I understand that failure to abide by the terms and conditions of this MOU may result termination from the consortium.

SCOE Prevention Programs
Consortium Lead After School Programs

District Superintendent

School Principal

School Principal

School Principal

School Principal

School Principal

City of Turlock Rep

School Principal

SCOE Deputy Superintendent of
Business Services

City Council Staff Report

August 8, 2023



From: Isaac Moreno, Finance Director
Prepared by: Lisa Quiroga, Purchasing Manager
Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 3 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment, increase the annual compensation amount to \$1,000,000, and in a total amount not to exceed \$5,400,000, if all renewal periods are exercised, to City account(s) 46031

2. SYNOPSIS:

Approving Amendment No. 3 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment, increase the annual compensation amount to \$1,000,000.

3. DISCUSSION OF ISSUE:

On August 11, 2020 the City Council approved an Agreement with Joe Gomes and Sons, Inc. for a three (3) year term with the option to extend for an additional three (3) one-year term for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment in an annual amount of \$600,000.

The card lock fueling system is used to fuel all City owned vehicles and equipment with unleaded, premium/supreme, and diesel fuel. The cost per gallon is based on the weekly Oil Prices Information Service (OPIS) index for the Stockton, California market area. OPIS is an oil price information service which tracks wholesale prices for major distributors in over 50,000 cities.

Contract prices for all gasoline and diesel fuel is based on the weekly average prices obtained from OPIS, freight, markup and federal, state, and local taxes. Fuel dispensing is at a primary local point of sale accessible to city staff daily twenty-four (24) hours a day and seven (7) days a week. In the event fuel pumps are temporarily

out of service at the primary location staff may obtain fuel at the multiple locations within the city limits.

On July 19, 2022 the City Manager approved Amendment No. 1 increasing the contract amount by an additional \$60,000 for an annual compensation of \$660,000 due to fuel prices increasing by 50%. Per TMC 2-7-10 (a)(1)(i) the City Manager shall have the authority to approve in writing any amendment including contract price not to exceed ten (10%) percent of the contract price approved by the City Council.

On August 9, 2022 the City Council approved Amendment No. 2 to increase the contract by an additional \$100,000 bringing the total annual compensation to \$760,000. Due to the volatile gas price increases an additional compensation was required in order for the City to continue paying fuel related invoices in a timely manner.

At this time additional compensation is required due to fuel costs not subsiding and the addition of vehicles to the City's fleet. The expenses so far for this current contract year are an estimated \$630,000 paid up to the month of June with two (2) months of future invoicing still needed to be paid in the near future which will surpass the allowed annual compensation of \$760,000.

4. BASIS FOR RECOMMENDATION:

- A. Additional compensation is needed in order for staff to continue purchasing fuel for vehicles and equipment.
- B. City staff must have twenty-four (24) hour a day and seven (7) days a week access to fuel vehicles and equipment at a primary and/or additional local point of sale.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$1,000,000 annually

Appropriate funds were allocated in the Fiscal Year 2023-2024 budget adoption as follows:

<u>Accounts</u>	<u>Description</u>	<u>Budgeted Amount</u>
110-20-210.46031	Gas & Oil	320,000.00
110-20-215.46031	Gas & Oil	8,400.00
110-30-300.46031	Gas & Oil	85,000.00
110-30-400.46031	Gas & Oil	200.00
110-50-500.46031	Gas & Oil	5,750.00
110-60-600.46031	Gas & Oil	39,700.00
110-61-620.46031	Gas & Oil	5,000.00
205-60-602.46031	Gas & Oil	6,950.00
205-60-604.46031	Gas & Oil	2,200.00
217-50-510.46031	Gas & Oil	67,200.00
246-60-600.46031	Gas & Oil	37,650.00
255-41-485.46031	Gas & Oil	1,000.00
405-40-405.46031	Gas & Oil	5,000.00
410-51-530.46031	Gas & Oil	60,000.00
410-51-531.46031	Gas & Oil	29,300.00
410-51-532.46031	Gas & Oil	10,000.00
420-52-550.46031	Gas & Oil	70,000.00
426-40-415238001.46031	Gas & Oil	6,000.00
426-40-415240001.46031	Gas & Oil	35,000.00
426-40-415241001.46031	Gas & Oil	60,000.00
426-40-415243001.46031	Gas & Oil	45,000.00
450-53-550.46031	Gas & Oil	20,500.00
501-10-130.46031	Gas & Oil	300.00
502-40-410.46031	Gas & Oil	7,800.00
505-50-525.46031	Gas & Oil	300.00
		928,250.00

6. STAFF RECOMMENDATION:

Amending the Agreement with Joe Gomes and Sons, Inc. will ensure the City will be able to continue fueling vehicles and equipment for staff to complete their daily tasks in order for the City to remain operational.

7. CITY MANAGER’S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A.

9. ALTERNATIVES:

- A. Council may choose not to approve Amendment No. 3 to the Agreement with Joe Gomes and Sons, Inc.; however, this alternative is not recommended as City vehicles and equipment require gasoline for staff to complete their daily tasks in order for the City to remain operational.

10. ATTACHMENTS:

- A. Resolution
- B. Amendment No. 3

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AMENDMENT }
 NO. 3 TO AN AGREEMENT BETWEEN THE CITY }
 OF TURLOCK AND JOE GOMES AND SONS, }
 INC. FOR CARD-LOCK FUELING SERVICES }
 FOR GASOLINE AND DIESEL FUEL FOR ALL }
 CITY OWNED VEHICLES AND EQUIPMENT TO }
 INCREASE THE ANNUAL COMPENSATION }
 AMOUNT TO \$1,000,000, AND IN A TOTAL }
 AMOUNT NOT TO EXCEED \$5,400,000 }
 IF ALL RENEWAL PERIODS ARE EXERCISED, }
TO CITY ACCOUNT(S) 46031 }

RESOLUTION NO. 2023-

WHEREAS, on August 11, 2020 the City Council approved an Agreement with Joe Gomes and Sons, Inc. for a three (3) year term with the option to extend for an additional three (3) one-year term for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment in an annual amount of \$600,000; and

WHEREAS, the card lock fueling system is used to fuel all City owned vehicles and equipment with unleaded, premium/supreme, and diesel fuel. The cost per gallon is based on the weekly Oil Prices Information Service (OPIS) index for the Stockton, California market area. OPIS is an oil price information service which tracks wholesale prices for major distributors in over 50,000 cities; and

WHEREAS, contract prices for all gasoline and diesel fuel is based on the weekly average prices obtained from OPIS, freight, markup and federal, state, and local taxes. Fuel dispensing is at a primary local point of sale accessible to city staff daily twenty-four (24) hours a day. In the event fuel pumps are temporarily out of service at the primary location staff may obtain fuel at the multiple locations within the city limits; and

WHEREAS, On July 19, 2022 the City Manager approved Amendment No. 1 increasing the contract amount by an additional \$60,000 for an annual compensation of \$660,000 due to fuel prices increasing by 50%. Per TMC 2-7-10 (a)(1)(i) the City Manager shall have the authority to approve in writing any amendment including contract price not to exceed ten (10%) percent of the contract price approved by the City Council; and

WHEREAS, on August 9, 2022 the City Council approved Amendment No. 2 to increase the contract by an additional \$100,000 bringing the total annual compensation to \$760,000. Due to the volatile gas price increases an additional compensation was required in order for the City to continue paying fuel related invoices in a timely manner; and

WHEREAS, at this time additional compensation is required due to fuel costs not subsiding and the addition of vehicles to the City's fleet. The expenses so far for this current contract year are an estimated \$630,000 paid up to the month of June with two (2) months of future invoicing still needed to be paid in the near future which will surpass the allowed annual compensation of \$760,000; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 3 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment to increase the annual compensation amount to \$1,000,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**AMENDMENT NO. 3
to the
Agreement between the
CITY OF TURLOCK
and
JOE GOMES & SONS, INC**

THIS AMENDMENT NO. 3, dated August 8, 2023, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **JOE GOMES & SONS, INC.** (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an Agreement dated August 11, 2020, whereby SUPPLIER will provide card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment (hereinafter the "Agreement"); and

WHEREAS, on July 19, 2022, the parties entered into Amendment No. 1 to the Agreement dated August 11, 2020, whereby SUPPLIER was to provide additional supply in accordance with Exhibit A to Amendment No. 1.

WHEREAS, on August 9, 2022, the parties entered into Amendment No. 2 to the Agreement dated August 11, 2020, whereby SUPPLIER was to provide additional supply in accordance with Exhibit B to Amendment No. 2.

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

1. Paragraph 4 of the Agreement is amended to read as follows:

"4. **COMPENSATION:** CITY agrees to pay SUPPLIER additional compensation in the amount of Two Hundred Forty Thousand and No/100^{ths} Dollars (\$240,000.00) in accordance with Exhibit A and Exhibit B attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3 shall not annually exceed One Million and No/100^{ths} Dollars (\$1,000,000.00). Such maximum amount shall be compensation for all of SUPPLIER's expenses incurred in the performance of the Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

JOE GOMES & SONS, INC.

By: _____
Reagan M. Wilson, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Isaac Moreno, Finance Director

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk



**AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
JOE GOMES & SONS, INC**

THIS AMENDMENT NO. 1, dated July 19, 2022, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **JOE GOMES & SONS, INC.** (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an Agreement dated August 11, 2020, whereby SUPPLIER will provide card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment (hereinafter the "Agreement").

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

1. Paragraph 4 of the Agreement is amended to read as follows:

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Sixty Thousand and No/100^{ths} Dollars (\$60,000.00) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not annually exceed Six Hundred Sixty Thousand and No/100^{ths} Dollars (\$660,000.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

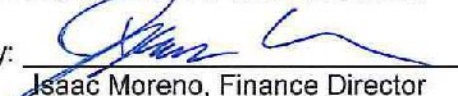
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

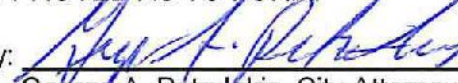
By: 
Reagan M. Wilson, City Manager

Date: 7/27/22

APPROVED AS TO SUFFICIENCY:

By: 
Isaac Moreno, Finance Director

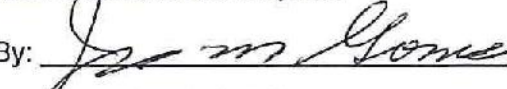
APPROVED AS TO FORM:

By: 
George A. Petrulakis, City Attorney

ATTEST:

By: 
Julie Christel, City Clerk

JOE GOMES & SONS, INC.

By: 

Title: owner

Print name: Joe M. Gomes

Date: 07/22/2022

Exhibit B



**AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
JOE GOMES & SONS, INC**

THIS AMENDMENT NO. 2, dated August 9, 2022, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **JOE GOMES & SONS, INC.** (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an Agreement dated August 11, 2020, whereby SUPPLIER will provide card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment (hereinafter the "Agreement"); and

WHEREAS, on July 19, 2022, the parties entered into Amendment No. 1 to the Agreement dated August 11, 2020, whereby SUPPLIER was to provide additional supply in accordance with Exhibit A to Amendment No. 1.

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

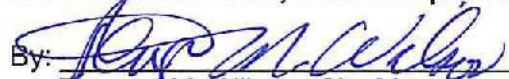
1. Paragraph 4 of the Agreement is amended to read as follows:

"4. **COMPENSATION:** CITY agrees to pay SUPPLIER additional compensation in the amount of One Hundred Thousand and No/100^{ths} Dollars (\$100,000.00) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1 and this Amendment No. 2 shall not annually exceed Seven Hundred and Sixty Thousand and No/100^{ths} Dollars (\$760,000.00). Such maximum amount shall be compensation for all of SUPPLIER's expenses incurred in the performance of the Agreement, Amendment No. 1 and this Amendment No. 2."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

By: 
Reagan M. Wilson, City Manager

Date: 8/9/22


APPROVED AS TO SUFFICIENCY:

By: 
Isaac Moreno, Finance Director

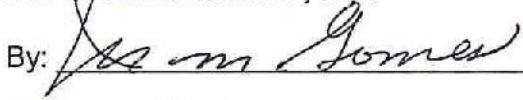
APPROVED AS TO FORM:

By: 
George A. Petrulakis, City Attorney

ATTEST:

By: 
Julie Christel, City Clerk

JOE GOMES & SONS, INC.

By: 

Title: Owner

Print name: Joe M. Gomes

Date: 08/02/2022

City Council Staff Report

August 8, 2023



From: Jessie Dhami, Human Relations Director
Prepared by: Jessie Dhami, Human Relations Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Tentative Agreement updating the Memorandum of Understanding (“MOU”) between the City of Turlock and Turlock Firefighters, Local # 2434 (FIRE) covering the period of July 1, 2022 through June 30, 2024 with no appropriation needed for \$255,362 in Fund 110 for Fiscal Year 2022-2023 due to salary savings; appropriating \$26,693 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2022-2023 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts; appropriating \$485,331 from unassigned reserve in Fund 110 “General Fund” for Fiscal Year 2023-2024 to 110-30-300 “Fire Operations” to various salary and benefit accounts; appropriating \$49,147 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2023-2024 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts

2. SYNOPSIS:

The City of Turlock (“City”) has entered into a Tentative Agreement to conclude labor negotiations for the Fiscal Year 2022-2023 and 2023-2024 with Turlock Firefighters, Local # 2434 (FIRE).

3. DISCUSSION OF ISSUE:

The current MOU between the City and Turlock Firefighters, Local # 2434 (FIRE) expired on June 30, 2022. The City has been conducting ongoing labor negotiations with Turlock Firefighters, Local # 2434 (FIRE) in an effort to reach a successor agreement. The Tentative Agreement covers a term of two (2) years, from July 1, 2022 through June 30, 2024.

Key Highlights of the Proposed MOU are summarized below:

Employee Contributions Toward Health Benefits: The Tentative Agreement includes an employee contribution of ten percent (10%) toward medical, dental, and vision benefit premiums effective on July 1, 2023, or as soon as administratively feasible thereafter, from the current contribution of five percent (5%).

Salary Increase: The Tentative Agreement includes a five percent (5%) base salary increase effective on July 1, 2022 (applied retroactively) and a five percent (5%) base salary increase effective on July 1, 2023.

The Tentative Agreement is subject to approval by the City Council before its terms go into effect. The City is informed that Turlock Firefighters, Local # 2434 has ratified the Tentative Agreement referenced herein.

4. BASIS FOR RECOMMENDATION:

The City's negotiators have received guidance and tentative approval from the City Council throughout the negotiation process.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The salary and benefit costs for Fiscal Year 2022-2023 is \$282,055, with \$255,362 coming from Fund 110 "General Fund" without the need for an appropriation due to salary savings and \$26,693 coming from Fund 118 "Measure A Fund" appropriating from 118-30-300 "Measure A Fire Operations" to various salary and benefit accounts; and the salary and benefit costs for Fiscal Year 2023-2024 is \$534,478, with \$485,331 coming from Fund 110 "General Fund" appropriating from 110-30-300 "General Fund Fire Operations" to various salary and benefit accounts and \$49,147 coming from Fund 118 Measure A Fund" appropriating from 118-30-300 "Measure A Fire Operations" to various salary and benefit accounts. As for the employee contributions towards health benefits, after approval of the Tentative Agreement and updating the MOU for Turlock Firefighters, Local # 2434, the City will notice and conduct an open enrollment process to allow Turlock Firefighters, Local # 2434 employees to make changes to their selected health benefit plan. The actual budgetary changes will be dependent on the final selection of employees after the open enrollment process.

6. STAFF RECOMMENDATION:

Staff recommends the approval of the Tentative Agreement between the City of Turlock and Turlock Firefighters, Local # 2434 (FIRE) and appropriation of funds, as both parties have bargained in good faith and have come to a mutually agreed upon successor agreement through June 30, 2024.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

The City Council may choose to direct staff to return to the bargaining table to negotiate different terms and conditions. However, staff does not recommend alternatives since the negotiated terms meet the parameters set forth by the Council.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Signed Tentative Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE TENTATIVE	}	RESOLUTION NO. 2023-
AGREEMENT UPDATING THE MEMORANDUM	}	
OF UNDERSTANDING (“MOU”) BETWEEN THE	}	
CITY OF TURLOCK AND TURLOCK	}	
FIREFIGHTERS, LOCAL # 2434 (FIRE) COVERING	}	
THE PERIOD OF JULY 1, 2022 THROUGH	}	
JUNE 30, 2024 WITH NO APPROPRIATION	}	
NEEDED FOR \$255,362 IN FUND 110 FOR FISCAL	}	
YEAR 2022-2023 DUE TO SALARY SAVINGS;	}	
APPROPRIATING \$26,693 FROM UNASSIGNED	}	
RESERVE IN FUND 118 “MEASURE} A” FOR	}	
FISCAL YEAR 2022-2023 TO 118-30-300	}	
“MEASURE A FIRE OPERATIONS” TO VARIOUS	}	
SALARY AND BENEFIT ACCOUNTS;	}	
APPROPRIATING \$485,331 FROM UNASSIGNED	}	
RESERVE IN FUND 110 “GENERAL FUND” FOR	}	
FISCAL YEAR 2023-2024 TO 110-30-300 “FIRE	}	
OPERATIONS” TO VARIOUS SALARY AND	}	
BENEFIT ACCOUNTS; APPROPRIATING \$49,147	}	
FROM UNASSIGNED RESERVE IN FUND 118	}	
“MEASURE A” FOR FISCAL YEAR 2023-2024 TO	}	
118-30-300 “MEASURE A FIRE OPERATIONS”	}	
TO VARIOUS SALARY AND BENEFIT ACCOUNTS	}	

WHEREAS, the City of Turlock (“City”) has entered into a Tentative Agreement to conclude labor negotiations for the Fiscal Year 2022-2023 and 2023-2024 with Turlock Firefighters, Local # 2434 (FIRE); and

WHEREAS, the Tentative Agreement covers a term of two years, beginning on July 1, 2022 through June 30, 2024; and

WHEREAS, the Tentative Agreement includes an employee contribution of ten percent (10%) toward medical, dental, and vision benefit premiums effective on July 1, 2023, or as soon as administratively feasible thereafter; and

WHEREAS, the Tentative Agreement also includes a five percent (5%) salary increase effective on July 1, 2022 (applied retroactively), and a five percent (5%) salary increase effective July 1, 2023; and

WHEREAS, the terms and conditions of employment set forth in the Tentative Agreement reached with the Turlock Firefighters, Local #2434 are subject to implementation upon ratification by the City of Turlock City Council and the Turlock Firefighters, Local #2434.

NOW, THEREFORE, BE IT RESOLVED Approving the Tentative Agreement updating the Memorandum of Understanding (“MOU”) between the City of Turlock and Turlock Firefighters, Local # 2434 (FIRE) covering the period of July 1, 2022 through June 30, 2024 with no appropriation needed for \$255,362 in Fund 110 for Fiscal Year 2022-2023 due to salary savings; appropriating \$26,693 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2022-2023 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts; appropriating \$485,331 from unassigned reserve in Fund 110 “General Fund” for Fiscal Year 2023-2024 to 110-30-300 “Fire Operations” to various salary and benefit accounts; appropriating \$49,147 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2023-2024 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**CITY OF TURLOCK
TURLOCK FIREFIGHTERS, LOCAL #2434
2022-2023 SUCCESSOR MOU LABOR NEGOTIATIONS**

Tentative Agreement

July 26, 2023

The City of Turlock and Turlock Firefighters, Local #2434 hereby enter into a tentative agreement to conclude 2022-2023 labor negotiations as follows:

1:00 TERM OF AGREEMENT

The term of the Agreement and understanding is as follows: This Memorandum of Understanding shall be effective July 1, 2022 through June 30, 2024.

10:00 SALARIES

Base Salary Increases

July 1, 2022: 5%

July 1, 2023: 5%

13:00 INSURANCE


13:01 Medical Insurance

~~Effective on July 1, 2021, or as soon as administratively feasible thereafter, status quo of the five (5%) previously agree to toward medical, dental, and vision benefit premiums.~~

Effective on July 1, 2023, or as soon as administratively feasible thereafter, employees shall contribute ten percent (10%) toward medical, dental, and vision benefit premiums.

ON BEHALF OF THE CITY

ON BEHALF OF TURLOCK FIREFIGHTERS



Andrew M. Aller, City Lead Negotiator

Stephen Leonesio 7/27/2023

Stephen Leonesio, Labor Representative



Jessie Dhami, Human Relations Director



Kevin Forsythe, Association President

City Council Staff Report

August 8, 2023



From: Jason Hedden, Chief of Police

Prepared by: Amanda Fortado, Support Operations Manager

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to execute applications and contracts, along with any other documents necessary to apply for and accept grant funds administered by the San Joaquin Valley Air Pollution Control District for the Public Benefit Grants Program

2. SYNOPSIS:

Authorizing the City Manager to submit applications and all other documents for grants provided by the San Joaquin Valley Air Pollution Control District, to be used by the Police and Fire Departments to procure fleet vehicles.

3. DISCUSSION OF ISSUE:

The San Joaquin Valley Air Pollution Control District (SJVAPCD) administers numerous grant and incentive programs to reduce emissions and favorably impact air quality in the Valley. The Public Benefit Grant Program, for example, provides funds to local public agencies to purchase new, alternative-fuel vehicles and infrastructure and develop advanced transit and transportation systems. The grant and incentive programs were developed and designed to meet the needs and challenges faced by Valley public institutions by providing funds towards a wide variety of clean-air, public-benefit projects which will provide a direct benefit to Valley residents.

These grants often require certain documents, applications, assurances, statements and contracts to be approved by the local Legislative Body. However, the SJVAPCD does allow for this authority to be delegated to one or more City officials through an authorizing resolution approved by the Legislative Body (City Council).

Upon completion of an application for a grant, the SJVAPCD reviews the application and attached information for program suitability. Once approval is obtained an agreement is completed and the agency can move forward with the purchase of the identified vehicle it will be purchasing. The Police and Fire Department intend to use

this grant to offset costs in the purchase of this FY 2023-2024's already approved fleet schedule dependent on availability of grant funds at time of vehicle purchasing.

4. BASIS FOR RECOMMENDATION:

A. Grants for public-benefit programs are beneficial for saving much needed funding for other purchases.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Grant requires match funding and all purchases made with grant funding are currently budgeted in FY 2023-2024. Each vehicle has a maximum reimbursement available up to \$20,000 with an Agency cap of \$100,000. Funding is budgeted in Police and Fire funds 506 "Vehicle/Equipment Replacement."

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council could choose not to approve this, however that is not recommended because this is funding that would help offset costs of expected purchasing.

10. ATTACHMENTS:

A. Draft Resolution 2023-

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE
CITY MANAGER TO EXECUTE THE
APPLICATIONS AND CONTRACTS, ALONG
WITH ANY OTHER DOCUMENTS
NECESSARY TO APPLY FOR AND ACCEPT
GRANT FUNDS ADMINISTERED BY THE
SAN JOAQUIN VALLEY AIR POLLUTION
CONTROL DISTRICT FOR THE PUBLIC
BENEFIT GRANTS PROGRAM**

RESOLUTION NO. 2023-

WHEREAS, the City of Turlock has a desire to apply for and receive funding through the Public Benefit Grants Program; and

WHEREAS, certain documents, applications, assurances, statements and contracts are required to be approved by the local legislative body, unless approval authority is delegated to one or more City officials through an authorizing Resolution approved by the Legislative Body; and

WHEREAS, the delegation of this signature authority will allow for the expedited processing of such documents, allowing the City of Turlock to be better positioned to obtain project funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby Authorizing the City Manager to execute applications and contracts, along with any other documents necessary to apply for and accept grant funds administered by the San Joaquin Valley Air Pollution Control District for the Public Benefit Grants Program

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

August 8, 2023



From: Erik Schulze, Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Engineer's Report for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock

Resolution: Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts Exhibit A and all Street Maintenance Benefit Assessment Areas Exhibit B in the City of Turlock pursuant to Resolution No. 97-128

2. SYNOPSIS:

Final procedures for filing of the Annual Report for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and Street Maintenance Benefit Assessment Areas in the City of Turlock.

3. DISCUSSION OF ISSUE:

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of Assessment Districts and Benefit Assessment Areas. The purpose of assessment districts and benefit assessment areas is to ensure that development pays for its own maintenance and operation of streetlights, landscape maintenance, street sweeping, future slurry seals, and storm drainage facilities. The formation of assessment districts and benefit assessment areas allow the associated developments to be built and not impact existing City funds that maintain these components.

The filing of an annual report is required for each fiscal year's assessments to be levied and collected. The Engineer of Work produces an Engineer's Report detailing the annual costs to each lot of each assessment district and benefit

assessment area which are collected on property taxes. The Engineer's Report is on file with the City Clerk and available to the public.

The proceedings for the filing of the annual report are conducted at two (2) Council meetings. The first meeting was held on July 25, 2023, at which time Council initiated the proceedings, declared the City's intention to levy and collect assessments, preliminarily approved the Engineer's Report, and appointed a time and place for the public hearing. In this second and final meeting, Council will conduct the public hearing and upon its conclusion, by resolution, order the levying and collection of assessments as originally proposed for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts (Exhibit A) and all Street Maintenance Benefit Assessment Areas (Exhibit B) in the City of Turlock pursuant to Resolution No. 97-128 and confirm the diagrams and assessments for Fiscal Year 2023-2024 for filing with the Stanislaus County Auditor.

4. BASIS FOR RECOMMENDATION:

- A. Staff recommends the filing of the annual report to the County auditor.
- B. City will receive funds collected from the County Auditor for the maintenance of landscaping, streetlights, storm drainage facilities, and streets.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$4,397,325.04 in revenue to Fund 246 "Landscape District."

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

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

9. ALTERNATIVES:

- A. Decline to approve assessment reports and levy and collect assessments. Staff does not recommend this action because the City utilizes these funds for the maintenance of the streetlights, landscaping, storm drainage facilities, and streets the assessment districts and benefit assessment areas.

10. ATTACHMENTS:

- A. Draft resolution approving Engineer's Report
- B. Draft resolution confirming diagrams, assessments, and ordering the levying and collection
 - Exhibit A: Landscaping and Lighting Assessment Districts
 - Exhibit B: Street Maintenance Benefit Assessment Areas

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE ENGINEER’S REPORT FOR FISCAL YEAR 2023-2024 FOR ALL LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS AND ALL STREET MAINTENANCE BENEFIT ASSESSMENT AREAS IN THE CITY OF TURLOCK	} } } } } } } } }	RESOLUTION NO. 2023-
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WHEREAS, on the 25th day of July, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-179, initiating proceedings for the filing of the Annual Report for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock; and

WHEREAS, the City Council of the City of Turlock designated the City Engineer of the City of Turlock as the engineer of work for the purpose of preparing the Annual Report for Fiscal Year 2023-2024 for all Landscape and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock; and

WHEREAS, the City Council of the City of Turlock ordered the City Engineer to prepare and file a report in accordance with Article 4 (commencing with section 22620) of Chapter 1 of the Landscaping and Lighting Act of 1972; and

WHEREAS, on the 25th day of July, 2023, the City Engineer filed his report with the City Clerk for submission to the City Council; and

WHEREAS, the filed report contains the information statutorily required; and

WHEREAS, the City Council may approve the report, as filed, or may modify the report and approve it as modified.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the City Engineer’s report as filed.

BE IT FURTHER RESOLVED that the proposed amount to be collected for some of the assessments has increased per the Engineering News Record (ENR), but will not exceed the maximum allowable, pursuant to City of Turlock Council Resolution 97-128.

BE IT FURTHER RESOLVED City of Turlock has determined and certifies that the proposed charges are either exempt from or are in compliance with all the provisions of Proposition 218 which was passed by voters in November 1996. The City Council of the City of Turlock further determines the charges are in compliance with all laws pertaining to the levy of such charges.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONFIRMING }
DIAGRAMS, ASSESSMENTS, AND }
ORDERING THE LEVYING AND }
COLLECTION OF ASSESSMENTS AS }
ORIGINALLY PROPOSED FOR }
FISCAL YEAR 2023-2024 FOR ALL }
LANDSCAPING AND LIGHTING }
ASSESSMENT DISTRICTS EXHIBIT A AND }
ALL STREET MAINTENANCE BENEFIT }
ASSESSMENT AREAS EXHIBIT B IN THE }
CITY OF TURLOCK PURSUANT TO }
RESOLUTION NO. 97-128 }

RESOLUTION NO. 2023-

WHEREAS, on the 25th day of July, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-179 initiating proceedings for the filing of the Annual Report for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock; and

WHEREAS, the City Council of the City of Turlock designated the City Engineer of the City of Turlock as the Engineer of Work for the purpose of preparing the Annual Report for Fiscal Year 2023-2024 for all Landscape and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock; and

WHEREAS, the City Council of the City of Turlock ordered the City Engineer to prepare and file a report in accordance with Article 4 (commencing with section 22620) of Chapter 1 of the Landscaping and Lighting Act of 1972; and

WHEREAS, on the 25th day of July, 2023, the City Engineer filed his report with the City Clerk; and

WHEREAS, on the 25th day of July, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-180 declaring the City Council’s intention for the levy and collection of assessments, preliminarily approving the Engineer’s Report, and appointing a time and place for a public hearing for the existing Landscaping and Lighting Assessment Districts (Exhibit A) and Street Maintenance Benefit Assessment Areas (Exhibit B) in the City of Turlock for Fiscal Year 2023-2024; and

WHEREAS, pursuant to Streets and Highways Code §22625 and Government Code §53753, on Tuesday, the 8th day of August, 2023, at the hour of 6:00 p.m., prevailing local time, the City Council of the City of Turlock, at its regular meeting, conducted a public hearing on the question of the levying and collecting the proposed annual assessment. The public hearing was held in the Yosemite Room on the 2nd floor of City Hall at 156 S. Broadway, in Turlock, California; and

WHEREAS, at the public hearing, the City Council considered all oral statements and written protests made or filed by any interested party to the proposed annual assessment. Every person was permitted to present oral and/or written testimony.

WHEREAS, the City Council of the City of Turlock does hereby confirm the diagrams, assessments as originally proposed as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock pursuant to Resolution No. 97-128.

WHEREAS, the City of Turlock has determined and certifies that the charges are either exempt from or are in compliance with all the provisions of Proposition 218 which was passed by voters in November 1996. The City Council of the City of Turlock further determines the charges are in compliance with all laws pertaining to the levy of such charges. A certified copy of this resolution and report shall be delivered to the County Auditor-Controller's Office for the County of Stanislaus.

NOW THEREFORE IT BE RESOLVED that the City Council of the City of Turlock does confirm diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts Exhibit A and all Street Maintenance Benefit Assessment Areas Exhibit B in the City of Turlock pursuant to Resolution No. 97-128.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT "A"

Landscape and Lighting Act of 1972 Assessment Districts	
Amberwood	Dewar Estates No. 3
Apple Lane Estates	Dianne Business Park
Arlinda Estates	Dust Bowl Brewery
Ashley Estates	Dutch Bros
Asoofi Subdivision	Enterprise Park
Autumn Brook No. 1	Fairbanks Ranch
Autumn Brook No. 2	Ferreira Ranch Estates
Balboa Park (Fitzpatrick Apartments)	Ferreira Ranch Estates No. 2
Bandera	Ferreira Ranch Estates No. 3
Bandera No. 2	Ferreira Ranch Estates No. 4
Baptista Estates	Ferreira Ranch Estates No. 5
Baptista Estates No. 2	Festival
Blue Diamond	Fifth Street Community
Calista Estates	Florsheim NEMP (DeLaMotte) for Palermo
Campus Park No. 1,2 ,3	Forest Oak No. 2
Campus Vista	FQC 1347 N Palm
Cedarcrest	Gabrielle Estates
Cedarcrest No. 2	Gemstone Estates
Centennial Place No. 2	Gerald Court Estates
Chevron Fulkerth	Glenwood Park
Cimmaron No. 1	Health & Wellness Center
Cimmaron No. 2	Heartland Estates
Claremont Meadows	Heirlooms No. 1
Colorado Springs	Heirlooms No. 2
Cottage Park	Heirlooms No. 3
Countryside No. 2	Hervey Estates
Countryside No. 3 & PM 01-08	Hilmar Cheese
Countryside No. 4	Huntington Estates
Countryside Estates	Huntington Estates No. 2
Countryside Plaza	J&R Investments
Danielle Estates	Jessica House
Danielle Estates No. 2	Johnson
Del's Lane Townhomes	Kandola
Delta National Bank	L&M Industrial
Dewar Estates	Lauren Estates
Dewar Estates No. 2	Lauren Estates No. 2

Landscape and Lighting Act of 1972 Assessment Districts	
Lauren Estates No. 3,4	Pinecrest Estates
Legends No. 1,2	Pinecrest Estates No. 2
Legends No. 3	Pinecrest Estates No. 3
Legends No. 4	PM 97-07 Kennedy/King
Legends No. 6	PM 00-03 Sondeno/Starkweather
Legends No. 7	PM 04-02 College Plaza
Legends North No. 1	PM 04-09 Gwin
Legends North No. 2	PM 05-01 Emanuel
Legends North No. 4	PM 05-03 Byung
Lewis Terrace Estates & PM 04-03	PM 05-07 Hawkeye Shopping Center
Les Chateaux	PM 05-09 Lewis
Liberty Industrial Park	PM 05-12 Heritage Homes
Makoor Estates	PM 07-06 Kevin Berger
Milestone	PM 11-04 Avena Bella
Montana Ave Industrial Park (Freitas)	PM 12-01 Moline
Montana Estates	PM 13-01 Sutter Gould
Monte Verde	PM 14-02 Quong & Jennie Doo
Monte Vista Crossings	PM 17-02 Turlock Corners LLC
Monte Vista Crossings North	PM 17-03 Scott
Monte Vista Estates	PM 17-04 Kuo
Monte Vista Manor	PM 17-05 680 D Street LLC
Monte Vista Village	PM 18-01 Nazmi
Mooneyham Estates	PM 18-02 Castle
Northern Sunrise Estates	PM 19-01 Warrior Crossing
Northern Sunrise Estates No. 2	Potter's Landing
Northern Sunrise Estates No. 2A	Project Hornet
Northern Sunrise Estates No. 3	Promenade
Northern Sunrise Estates No. 4	Rhodes Estates
Northlock Industrial Park	Rolling Hills
Northview Meadows No. 2	Rose Cottage
Northview Meadows No. 3	Rose Cottage No. 2
Old Vineyard	Rose Cottage No. 3
Olive Grove Manor	Rose Walk No. 1
Ormi	Rose Walk No. 2,3,4
Pereira No. 1,2	Rose Walk No. 5
Pereira No. 3	Sierra Oaks Apartments

Landscape and Lighting Act of 1972 Assessment Districts	
Sondeno, Denny's, Jack-n-Box	
Starbucks	
Sterling Oaks No. 1	
Sterling Oaks No. 2	
Sterling Oaks No. 4	
Sterling Oaks No. 5	
Sterling Oaks No. 6	
Summerfield	
Sun Ridge South	
Superstore 2600 Spengler Way	
Swanpark Estates	
Taco Bell	
Tamimi	
The Classics	
Tiffany Park	
Traditions	
Traditions No. 2	
Traditions No. 3	
Traditions No. 4,5	
Turlock 99 Business Park	
Turlock Auto Plaza	
Turlock Dental Care	
Turlock Multi-Family	
Turlock Park Villas (Commercial)	
Turlock Park Villas (Residential)	
Turlock Self Storage	
Turlock Village (Commercial)	
Turlock Village (Residential)	
Turlock Walnut Company	
US Cold Storage	
Valley Milk	
Valley Ventures PM 04-05	
Ventana	
Vermont Villas	
Villagio (Baptista)	
Voumard No. 1 (Rose Classics)	
Voumard No. 2	
Winter Haven	
Winter Haven No. 2	
Wyndfair Estates	

EXHIBIT "B"

Benefit Assessment Act of 1982 Benefit Assessment Areas	
Added Space Comm. Center	Danielle Estates
Alpine Estates	Danielle Estates No. 2
Amberwood	Del's Lane Townhomes
Anderson Estates	Delta National Bank
Apple Lane Estates	Dewar Estates
Arbor Estates No. 10	Dewar Estates No. 2
Arlinda Estates	Dewar Estates No. 3
Ashley Estates	Dianne Business Park
Asoofi Subdivision	Dust Bowl Brewery
Autumn Brook No. 1	Dutch Bros
Autumn Brook No. 2	Eastbrook Estates
Balboa Park (Fitzpatrick Apartments)	Elizabeth Court
Bandera	Enterprise Park
Bandera No. 2	Fairbanks Ranch
Baptista Estates	Ferreira Ranch Estates
Baptista Estates No. 2	Ferreira Ranch Estates No. 2
Berkeley Woods	Ferreira Ranch Estates No. 3
Blue Diamond	Ferreira Ranch Estates No. 4
Bristol Park	Ferreira Ranch Estates No. 5
Calista Estates	Festival
Cambridge Place No. 6	Fifth Street Community
Campus Park No. 1,2,3	Florsheim NEMP (DeLaMotte) for Palermo
Cedarcrest	Forest Oak Estates
Cedarcrest No. 2	Forest Oak Estates No. 2
Centennial Place No. 2	FQC 1347 N Palm St
Chakkar Estates No. 2	Gabrielle Estates
Champagne Estates	Gemstone Estates
Chevron Fulkerth	Gerald Court Estates
Christel Estates	Glenwood Park
Cimmaron No. 1	Health & Wellness Center
Cimmaron No. 2	Heartland Estates
Claremont Meadows	Heirlooms No. 1
Colorado Springs	Heirlooms No. 2
Cottage Park	Heirlooms No. 3
Countryside No. 2	Hervey Estates
Countryside No. 3 & PM 01-08	Hilmar Cheese
Countryside No. 4	Hollis Manor
Countryside Estates	Huntington Estates
Countryside Plaza	Huntington Estates No. 2

Benefit Assessment Act of 1982 Benefit Assessment Areas	
J&R Investments	North Olive Estates No. 3,4
Jessica House	Northern Sunrise Estates
Johnson	Northern Sunrise Estates No. 2
Kandola	Northern Sunrise Estates No. 2A
Kensington Estates	Northern Sunrise Estates No. 3
Kirkwood No. 3	Northern Sunrise Estates No. 4
L&M Industrial	Northlock Industrial Park
Lauren Estates	Northview Meadows
Lauren Estates No. 2	Northview Meadows No. 2
Lauren Estates No. 3,4	Northview Meadows No. 3
Legends No. 1,2	Oak Park
Legends No. 3	Old Vineyard
Legends No. 4	Oleander Gardens
Legends No. 6	Ormi
Legends No. 7	Pereira No. 1,2
Legends North No. 1	Pereira No. 3
Legends North No. 2	Pinecrest Estates
Legends North No. 4	Pinecrest Estates No. 2
Les Chateaux	Pinecrest Estates No. 3
Lewis Street Manor	Pineridge Place
Lewis Terrace Estates & PM 04-03	Pleasant Valley Estates
Liberty Industrial Park	PM 97-07 Kennedy/King
Linwood Estates No. 1,2	PM 00-03 Sondeno/Starkweather
Linwood Estates No. 3	PM 04-02 College Plaza
Makoor Estates	PM 04-09 Gwin
McDonald Manor	PM 05-01 Emanuel
Milestone	PM 05-03 Byung
Montana Ave Industrial Park (Freitas)	PM 05-07 Hawkeye Shopping Center
Montana Estates	PM 05-09 Lewis
Monte Verde	PM 05-12 Heritage Homes
Monte Vista Crossings	PM 07-06 Kevin Berger
Monte Vista Crossings North	PM 11-04 Avena Bella
Monte Vista Estates	PM 12-01 Moline
Monte Vista Village	PM 13-01 Sutter Gould
Mooneyham Estates	PM 14-02 Quong & Jennie Doo
North Berkeley Estates	PM 17-02 Turlock Corners LLC

Benefit Assessment Act of 1982 Benefit Assessment Areas	
PM 17-03 Scott	Traditions
PM 17-04 Kuo	Traditions No. 2
PM 17-05 680 D Street LLC	Traditions No. 3
PM 18-01 Nazmi	Traditions No. 4,5
PM 18-02 Castle	Tuolumne East Estates
PM 19-01 Warrior Crossing	Turlock 99 Business Park
Potter's Landing	Turlock Dental Care
Project Hornet	Turlock Self Storage
Promenade	Turlock Multi-Family
Rhodes Estates	Turlock Park Villas (Commercial)
Rolling Hills	Turlock Park Villas (Residential)
Rose Cottage	Turlock Village (Commercial)
Rose Cottage No. 2	Turlock Village (Residential)
Rose Cottage No. 3	Turlock Walnut Company
Rose Walk No. 1	US Cold Storage
Rose Walk No. 2,3,4	Valley Milk
Rose Walk No. 5	Valley Ventures PM 04-05
Royal Oaks	Vasconcellos Estates
Sierra Oaks Apartments	Ventana
Silverado Heights	Venture Park
Sondeno, Denny's, Jack-n-Box	Vermont Villas
Southern Belle Estates / PM 03-08	Villa Woods
Starbucks	Villagio (Baptista)
Sterling Oaks No. 1	Voumard No. 1 (Rose Classics)
Sterling Oaks No. 2	Voumard No. 2
Sterling Oaks No. 4	W Main / Walnut
Sterling Oaks No. 5	Walnut Acres No. 2
Sterling Oaks No. 6	Winter Haven No. 2
Stonridge (Silver Oak)	Wyndfair Estates
Summer Faire	
Summerfield	
Sun Ridge South	
Superstore 2600 Spengler Way	
Swan Park Estates	
Taco Bell	
Tamimi	
The Classics	
Thorsen Estates No. 2	
Tiffany Park	

City Council Staff Report

August 8, 2023



From: Reagan M. Wilson, City Manager

Prepared by: Anthony Sims, Economic Development Director-Communications Officer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Approving payment of annual investor invoice of \$50,000 for year three of a five-year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager approve annual payment.

2. SYNOPSIS:

Approving annual investor payment of \$50,000 for year three (3) of a Five-Year Memorandum of Understanding with Opportunity Stanislaus for economic development and training services as outlined in Attachment A.

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 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 (9) Stanislaus County 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 created a five-year plan, called "Opportunity Stanislaus Next Level Together" (Attachment A). 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.

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:

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. Throughout the Memorandum of Understanding, Opportunity Stanislaus has worked closely with City of Turlock staff providing support in various areas including:

- Assisting City of Turlock Human Relations Department in recruiting potential employees to the City.
- Marketing City of Turlock employment opportunities to the regional workforce.
- Providing economic development market analysis reports for retail recruitment to the City of Turlock.
- Providing available Turlock property information to prospective companies interested in establishing their business in the City of Turlock.
- Supporting and assisting City of Turlock Economic Development Department in a potential City Sports Complex Project.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriate funds have been allocated during the budget process for fiscal year 2023-2024 in Fund 110 "General Fund" account 110-10-112.47243 "Stanislaus Alliance".

6. STAFF RECOMMENDATION:

Recommend Approval

7. CITY MANAGER'S COMMENTS:

Recommend Approval

8. ALTERNATIVES:

- A. City Council may choose to reject the scope of work contained in the Memorandum of Understanding with Opportunity Stanislaus, choose not to approve payment of invoice, and not participate as an investor in Opportunity Stanislaus, the local economic development organization.
- B. City Council may choose to provide feedback and direct staff to work with Opportunity Stanislaus on additional or amended items in the MOU.

9. ATTACHMENTS:

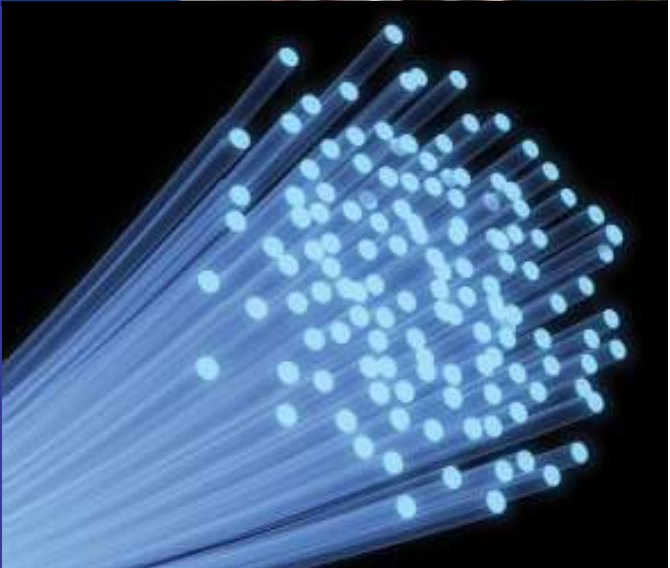
- A. Opportunity Stanislaus Five-Year Plan; “Opportunity Stanislaus Next Level Together”



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

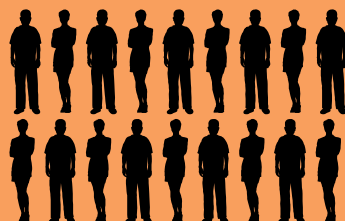


EXISTING BUSINESS GROWTH AND EXPANSION

- 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

Where We Started

In 2016 the board of our predecessor organization, the Stanislaus Business Alliance, made a bold move: after 30 years of operations, they changed the structure of the organization to become a private sector-led organization and gave it the name Opportunity Stanislaus. The word “opportunity” suggests opportunity for all, opportunity for a better job and a better life. That year, our board hired Strategic Solutions, a nationally-recognized strategic planning firm located in Austin, Texas to write a plan and lead a campaign to launch Opportunity Stanislaus. As a startup organization, we delved into unknown territory, creating new programs aligning with the needs expressed by investors and raised \$5 million over 5 years to support those needs.

The five-year plan focused on four initiatives:

- Business Development
- Demand-Driven Workforce Readiness
- Messaging
- Entrepreneurship and Innovation



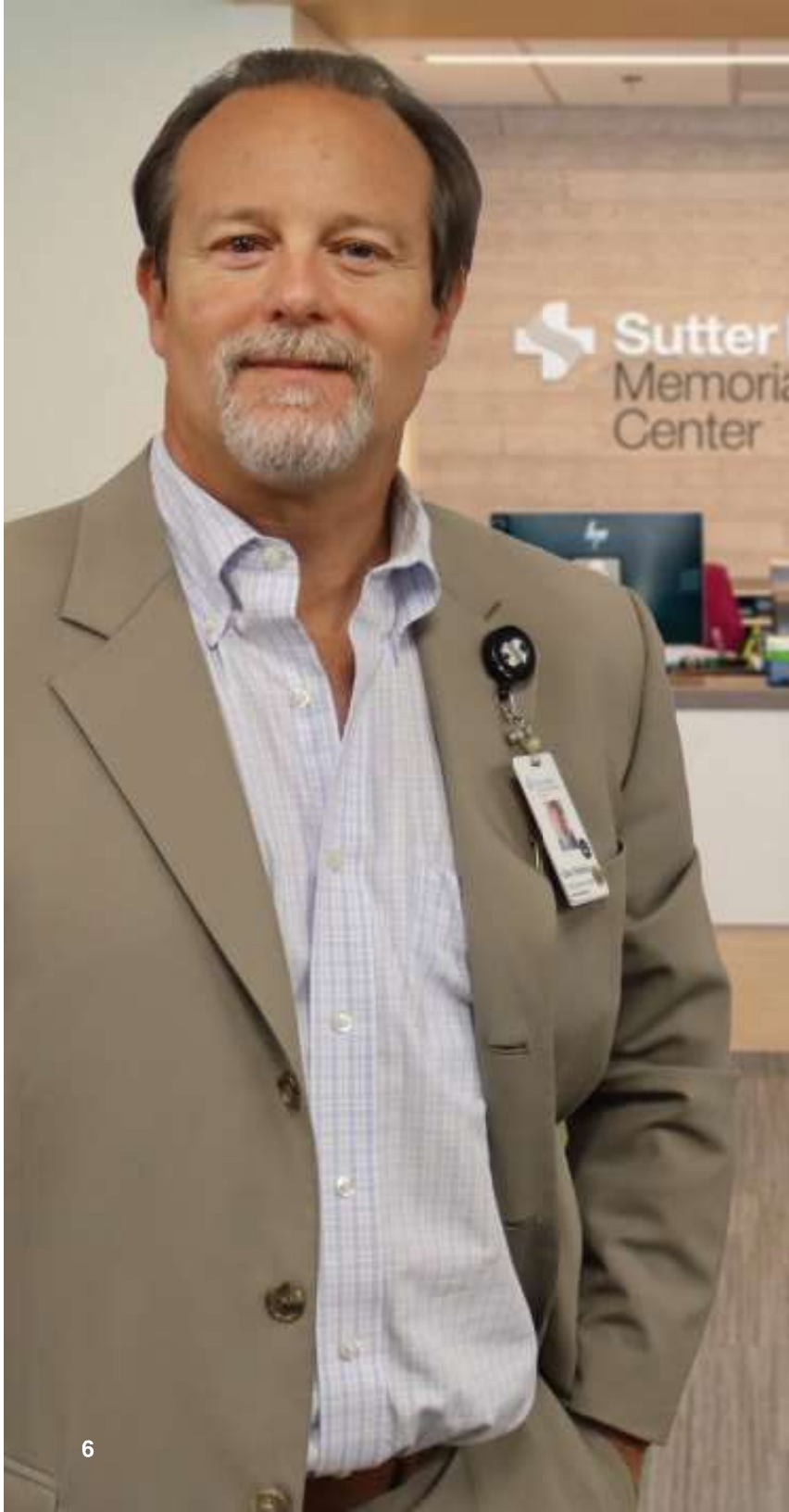
Early in the execution of our plan, additional areas of need were identified and added to our program of work. For example, at the time of our plan’s creation, VOLT Institute was not even in our collective vision. Since that time, we

have successfully launched VOLT Institute, an industry-led training center to help build advanced manufacturing skills, which were highly demanded by investors. We expanded VOLT to include leadership training, accessible and applicable to all industries. We started boot camps in PLC training, agile project management, and food safety.



We grew our offerings at Valley Sierra Small Business Development Center and received awards and recognition in the process. We launched talent development programs to serve the ever-growing needs of local business. Above all, we listened to your concerns and did what we could to help you as business leaders with your pressing issues.

With all that in mind, we again hired Strategic Solutions to write our plan and lead our campaign for the next five years. During April and May 2021, the Strategic Solutions team conducted 94 interviews with local business leaders, elected officials, and other important opinion leaders to get a sense of how *Opportunity Stanislaus* has performed, and what the organization should focus on going forward. More than 80 percent of the investor interviewees recognized either direct or indirect return on their investments. In the following pages you will find the details of our new *Opportunity Stanislaus – Next Level Together* plan. The plan consists of five initiatives, each with a specific mission, detailed objectives, and specific outcomes, all endorsed by top community leaders.



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 Le hikainen, Dave White, Raul Mendez, Kathryn Davis, Clive Grimbleby, Dan Leonard, Tyler Richardson, Susan Hensley, Paul Van Konyneburg, 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.





“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 Institute

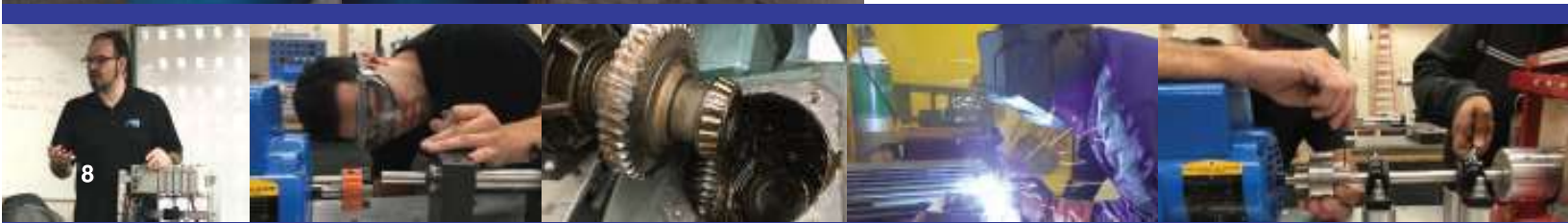
1

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.



- 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





“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

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



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



“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

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



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.

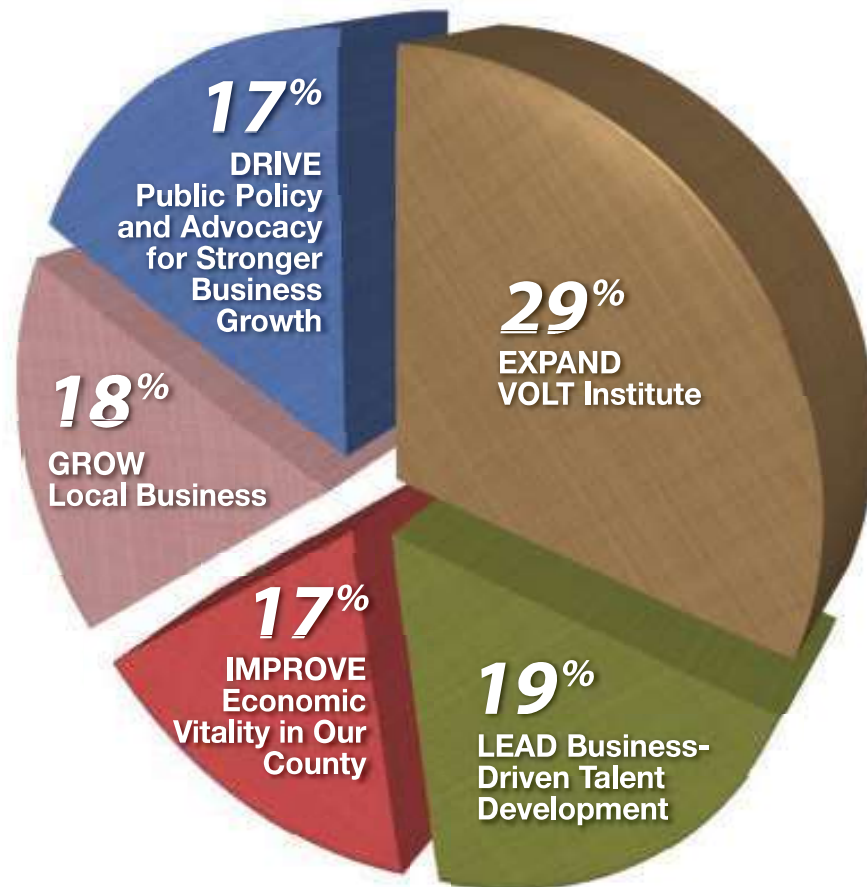


“As an elected official I am very glad that Opportunity Stanislaus will be using its influence to support important public policy decisions. I am particularly pleased to learn that we will have an Economic Research Institute in place that will produce studies designed to support important issues surrounding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

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

Campaign Goal

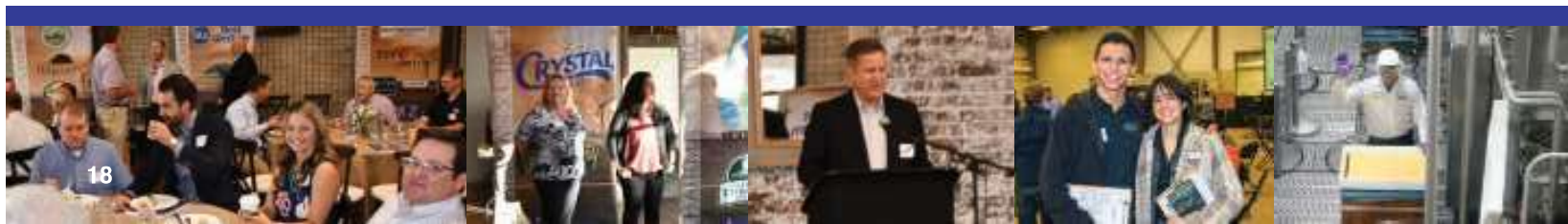
How your investment dollars will be spent:



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)

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Brad Stegmann

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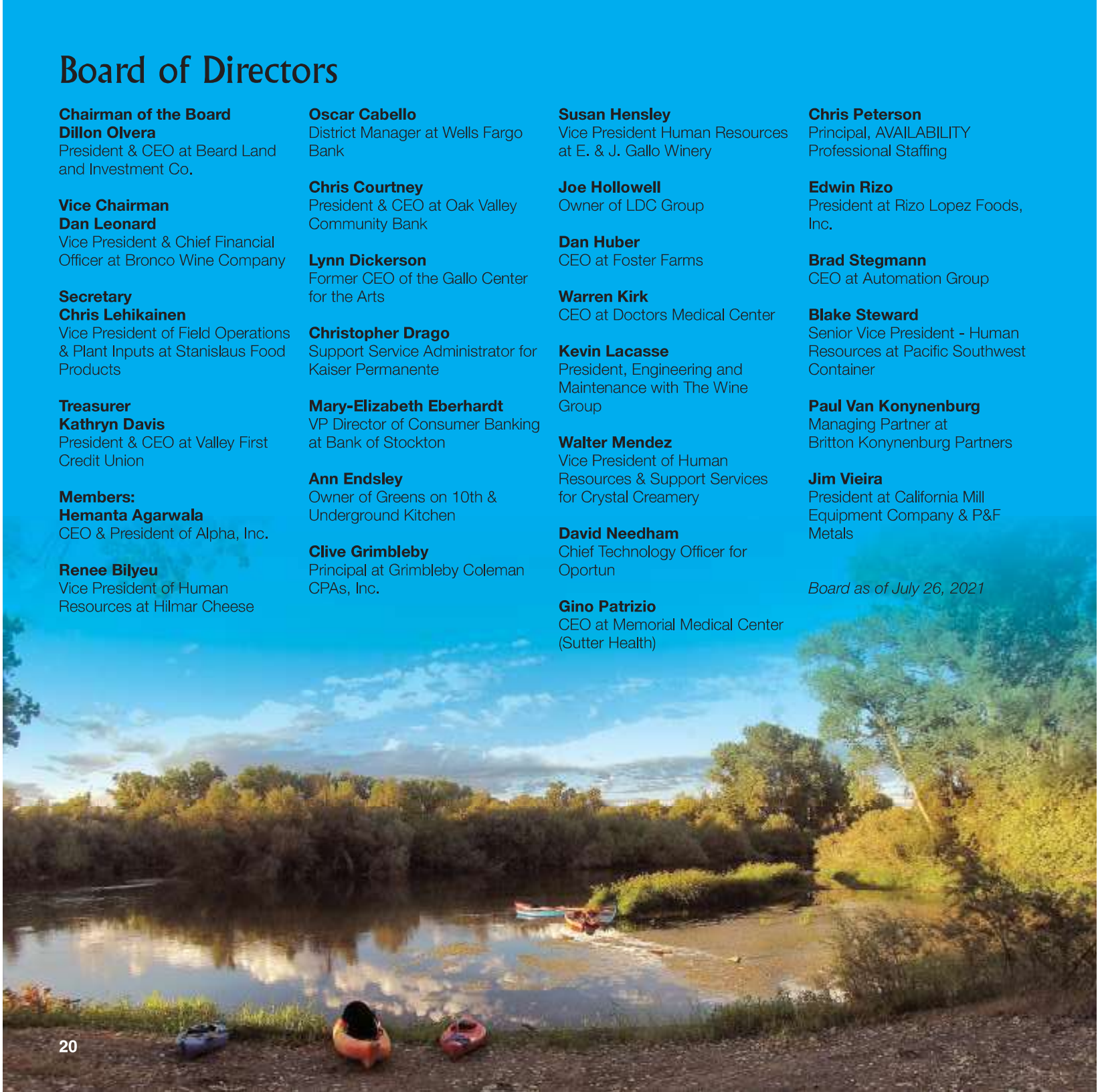
Paul Van Konynenburg

Managing Partner at Britton Konynenburg Partners

Jim Vieira

President at California Mill Equipment Company & P&F Metals

Board as of July 26, 2021





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Katy Winders
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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
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(209) 422-6420
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in-kind sponsors:



City Council Staff Report

August 8, 2023



From: Reagan M. Wilson, City Manager

Prepared by: Anthony Sims, Economic Development Director-Communications Officer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Resolution of Intent to renew the Downtown Turlock Property and Business Improvement District (DTPBID), approving the Management District Plan and reviewing the draft PBID Agreement between the City of Turlock and the Turlock Downtown Property Owner's Association (TDPOA) and provide feedback

2. SYNOPSIS:

The current Downtown Turlock Property and Business Improvement District (DTPBID) Agreement will expire at the end of 2023, and will need to be renewed for the years 2024 through 2033, should the City wish the district to continue.

The Turlock Downtown Property Owner's Association (TDPOA) wish to renew the DTPBID and have contracted with PBID service provider, Civitas to assist the TDPOA in the renewal process.

City Council is being asked to undertake two actions. The first action is to approve a Resolution of Intent to Renew the DTPBID. The second action is to approve the proposed Management District Plan (the "Plan"). The Plan names the Turlock Downtown Property Owners Association ("TDPOA") as the "owners' association" for the DTPBID.

If the two items are approved, assessment ballots will be mailed out to the owners of all property proposed to be assessed within the DTPBID. Mailing the notice and assessment ballot begins a mandatory forty-five (45) day period in which owners may cast ballots. A Final Public Hearing will be scheduled for September 26, 2023 in which Council will open the public hearing, receive public comment, and count assessment ballots. If the vote for establishing the district is affirmative, the City Council will be asked to adopt a resolution of formation of the district and also approve a PBID Agreement with the Turlock Downtown Property Owner's Association (TDPOA).

While the City Council is not being asked to approve the PBID Agreement tonight, once the Plan is adopted, there is a statutory obligation of the City to enter into an agreement with the specified owners' association, here the TDPOA. Consequently, City Council is requested to review the proposed draft PBID agreement (Attachment D) between the City of Turlock and the TDPOA, and provide comment and feedback to the TDPOA. Proposed City of Turlock obligations under the draft Agreement are highlighted in gray in Exhibit A "Scope of Services" for ease of review.

While there is no immediate fiscal impact, the two items requested for approval tonight commence a chain of events that will lead to significant fiscal impacts to the City that are described in Section 5 of this report. City Council is requested to review those impacts to ensure they are acceptable to the City.

3. DISCUSSION OF ISSUE:

The Property and Business Improvement District Law of 1994 (California Streets and Highways Code Section 36600 et.seq.) authorizes cities to establish property improvement districts. The improvements authorized include a variety of issues to include maintenance and district activities. Districts are funded through the levy of assessments upon the real property that benefit from those assessments.

City Council originally established the Turlock Downtown PBID on August 6, 1998, as recorded in Resolution No. 98-153. As specified in the Property and Business Improvement District Law of 1994 (Act), an initial establishment of such a district cannot exceed a five (5) year term. That initial PBID term was established for five (5) years.

City Council then authorized the renewal of the Turlock Downtown PBID on June 24, 2003, as recorded on June 24, 2003. As specified in the Act, subsequent renewals of a PBID can be established for up to ten (10) years. TDPOA's renewal PBID was established for ten (10) years, from 2003 – 2013, then again for another ten (10) years, from 2013 – 2023, and is due for renewal, if the PBID is to continue.

The Downtown Turlock Property and Business Improvement District (DTPBID) property owners decided to pursue renewal of the DTPBID in order to continue a revenue source devoted to providing special benefits to assessed property owners. If renewed, the DTPBID would generate approximately \$213,957.00 in assessment revenue on an annual basis for maintenance, marketing, events & advocacy, and related administration that are above and beyond those provided by the City and other government agencies.

MANAGEMENT DISTRICT PLAN

The Management District Plan (Attachment B) includes the proposed boundary of the DTPBID, a service plan, assessment methodology, budget, proposed means of governance, and Engineer's Report. The DTPBID boundaries generally run along East Main Street from the corner of Lexington Avenue and East Main Street to the corner of East Main Street and South Palm Street. The DTPBID also goes down S Broadway Street from East Main Street to the corner of A Street and South Broadway Street, as well as running along Market Street from the corner of East Main Street and Market Street to the corner of Market Street and South Broadway Street. On the corner of East Main Street and South Thor Street, the DTPBID runs to the corner of South Thor Street and Crane Avenue for parcels facing east. On North 1st street, the DTPBID runs from the corner of North 1st Street and Olive Avenue to East Main Street, while also continuing to the corner of A Street and South 1st Street for parcels facing west.

The renewed DTPBID will have a ten (10) year life. The City contract would have a three (3) year term with an option to renew in year three (3) and six (6). The assessment will be implemented beginning January 1, 2024, through December 31, 2033. Once per year

beginning on the anniversary of DTPBID renewal there is a 30-day period in which property owners paying more than fifty percent (50%) of the assessment may protest and begin proceedings to terminate the DTPBID.

The assessment will be collected by the County of Stanislaus on an annual basis from each assessed property owner, and forwarded to the City as provided in the Management District Plan. The City shall forward the assessments to the Turlock Downtown Property Owners Association (TDPOA), which will have the responsibility of managing DTPBID programs as provided in the Management District Plan.

DTPBID RENEWAL PROCESS

August 8, 2023 - RESOLUTION OF INTENTION HEARING

Upon the submission of a written petition, signed by the property owners in the proposed DTPBID who will pay more than 50 percent (50%) of the assessments proposed to be levied, the City Council may initiate proceedings to renew a district by the adoption of a resolution expressing its intention to renew a district.

August 9, 2023 - NOTICE & PROPOSITION 218 BALLOT

The Property and Business Improvement District Law of 1994 and Proposition 218 require the City mail written notice and assessment ballots to the owners of all property proposed to be assessed within the DTPBID. Mailing the notice and assessment ballot begins a mandatory forty-five (45) day period in which owners may cast ballots.

September 26, 2023 - FINAL PUBLIC HEARING

Council will open a public hearing and allow public comment. At the end of testimony, Council will close the public hearing and direct tabulation of assessment ballots submitted and not withdrawn to determine whether there is a majority protest against the assessment. A majority protest exists if the ballots in opposition to the proposed assessment exceed the ballots in support of the proposed assessment, weighted by the amount each owner will pay. If there is no majority protest, Council may adopt a resolution declaring the results of the majority protest proceedings and renewing the DTPBID.

4. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative: H. POLICY INITIATIVE – COMMUNITY PROGRAMS AND FACILITIES AND INFRASTRUCTURE:

Goal(s): c. i) Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities, and special events.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impacts will first occur in January 2024 and are summarized below.

If draft PBID Agreement is approved on September 26, 2023, City financial impacts each year for the duration of the DTPBID agreement are as follows:

Total Costs:	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
Assessments	\$ 16,445.77	\$ 16,445.77	\$ 16,445.77	\$ 16,445.77	\$ 16,445.77
20 hr/week Staff Maintenance	\$ 105,934.40	\$ 111,231.12	\$ 116,792.68	\$ 122,632.31	\$ 128,763.93
Tree Pruning	\$ 72,400.00	\$ 24,133.00	\$ 24,133.00	\$ 24,133.00	\$ 24,133.00
Light Pole Repair & Maintenance (<i>all light poles to be brought up to standards within 18 months</i>)	\$ 150,000.00	\$ 150,000.00			
Annual Pressure Washing	TBD	TBD	TBD	TBD	TBD
Helping Hands (52 week program)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Total Estimated Annual Costs	\$ 347,280.17	\$ 304,309.89	\$ 159,871.45	\$ 165,711.08	\$ 171,842.70

Total Costs:	Year 6 Cost	Year 7 Cost	Year 8 Cost	Year 9 Cost	Year 10 Cost
Assessments	\$ 16,445.77	\$ 16,445.77	\$ 16,445.77	\$ 16,445.77	\$ 16,445.77
20 hr/week Staff Maintenance	\$ 135,202.12	\$ 141,962.23	\$ 149,060.34	\$ 156,513.36	\$ 164,339.02
Tree Pruning	\$ 24,133.00	\$ 24,133.00	\$ 24,133.00	\$ 24,133.00	\$ 24,133.00
Light Pole Repair & Maintenance (<i>all light poles to be brought up to standards within 18 months</i>)					
Annual Pressure Washing	TBD	TBD	TBD	TBD	TBD
Helping Hands (52 week program)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Total Estimated Annual Costs	\$ 178,280.89	\$ 185,041.00	\$ 192,139.11	\$ 199,592.13	\$ 207,417.79

Total Estimated 10 Year Cost to City:	\$ 2,111,486.20
Other Variable Unknown Annual Costs:	
4th of July Parade - potential fees waived	\$0 - \$25,000 per year
Annual Pressure Washing	\$70,000 - \$100,000+ per year

Please note:

Year 1 costs for Tree Pruning, \$72,400 is a larger cost due to trees not being maintained in previous years; in year 1 all trees would need to be brought up to City standards.

Light Poles within the downtown district had not been maintained in previous years, causing all light poles in need of being repaired and brought up to standards within the first 18 months of the new agreement.

*The Draft Agreement between TDPOA and City of Turlock would be a three (3) year term with an option to renew in year three (3) and six (6), resulting in a potential of a nine (9) year agreement. Assessments within the Downtown Turlock Property and Business Improvement District Management Plan are for a duration of 10 years. Year 10 costs are provided in the cost analysis table above, in the event the agreement is carried over for a tenth year.

Estimated Cost Details:

Assessments:

City owned parcels are assessed for approximately \$16,445.77 for the first year of operation (annual property assessments are eligible to increase up to 5% each year, if the property owners agree to an increase in assessments). The Turlock Downtown Property Owner’s Association determine assessment amounts; property owners vote on the calculation amount to determine the annual assessment.

City Owned Parcel Address	Assessment
156 S. Broadway	\$10,971.18
144 S. Broadway	\$1,853.14
140 1st Street	\$580.65
<u>115 Golden State Blvd.</u>	<u>\$3,040.80</u>
Total	\$16,445.77

20 Hours per Week of Staff Time/Maintenance:

City will allocate 20 labor hours of maintenance staff time each week.

Maintenance Worker II at Step 5 Productive Hourly Rate with overhead:
\$101.86 X 20 hours X 52 weeks = \$105,934.40 (with an estimated 5% increase in cost each year).

Weekly various maintenance activities include:

- Empty Trash Cans
- Clean Benches
- Clean Tree Wells
- Maintenance and replacement of Tree Grates and Tree Wells
- Maintenance and replacement of parking enforcement signage

Tree Pruning

City will maintain DTPBID district tree pruning.

Estimated Cost of Tree Pruning Calculation:

\$400 per tree (Stuart Landscaping Quote) X 181 trees within downtown district = \$72,400 total cost to prune all trees.

Please note, in Year 1, due to lack of tree pruning in previous years, all trees must be pruned and brought up to standards.

\$72,400 in year 1 of PBID Agreement to prune all trees.

for Year 2 and on all trees to be pruned once every 3 years.

\$72,400/Pruned every 3 years = \$24,133 estimated annual cost for tree pruning.

Light Pole Repair & Maintenance

Maintenance and replacement of light posts, Electrical as needed throughout the year, Paint as needed. Within first 18 months, City (Municipal Services) will bring light poles up to standards (paint and electrical).

*Municipal Services received quote of \$3,000 per light pole X 100 light poles throughout downtown district, bringing total estimated cost to be \$300,000.

Annual Pressure Washing

Annual pressure washing of sidewalks and benches.

*Public Works is awaiting quote from potential vendors.

*The TDPOA received a quote within the last 18 months in the amount of \$70,000.

Helping Hands

Through the PBID Agreement, City will fund Helping Hands weekly program throughout DTPBID; \$2,500 per month, resulting in an annual cost of \$30,000 coming from Account #110-10-112.43060.000 (Contract Services General).

6. STAFF RECOMMENDATION:

Recommend Approval

7. CITY MANAGER'S COMMENTS:

Recommend Approval

8. ALTERNATIVES:

City Council may choose not to adopt the Resolution of Intent to Renew the Downtown Turlock Property and Business Improvement District (DTPBID), and let the Turlock Downtown PBID expire.

City Council may also choose to provide feedback, make suggestions, and ask this item to come back at a future city council meeting.

9. ATTACHMENTS:

- A. Resolution
- B. Management District Plan
- C. Petitions sent to property owners
- D. PBID Agreement between City of Turlock and the Turlock Downtown Property Owner's Association (TDPOA) the Downtown Turlock Property and Business Improvement District (DTPBID)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A	}	RESOLUTION 2023-XXX
RESOLUTION OF THE CITY COUNCIL OF	}	
OF THE CITY OF TURLOCK DECLARING ITS	}	
INTENTION TO RENEW THE DOWNTOWN	}	
TURLOCK PROPERTY AND BUSINESS	}	
<u>IMPROVEMENT DISTRICT.</u>	}	

WHEREAS, the Property and Business Improvement District Law of 1994, Streets and Highways Code 36600 et. seq., authorizes cities to establish and renew property and business improvement districts to provide improvements and activities which specially benefit assessed properties; and

WHEREAS, the Downtown Turlock Property and Business Improvement District (DTPBID) was established in 1998, and was subsequently renewed in 2003 for a ten (10) year term, then again in 2013 for another ten (10) year term, which ends December 31, 2023; and

WHEREAS, incorporated herein by this reference is the DTPBID Management District Plan (Plan), which provides for improvements, maintenance, and activities which will specially benefit assessed properties; and

WHEREAS, pursuant to the provisions of the Property and Business Improvement District Law of 1994, owners of properties within the renewed DTPBID have submitted petitions asking that City Council renew the DTPBID for a ten (10) year term. Included with each petition was a Plan summary including a map showing the boundaries of the DTPBID. The petitions, the boundary map, and the Plan are on file with the City Clerk; and

WHEREAS, the Plan provides for the following improvements, maintenance, and activities within the DTPBID, all of which are intended to provide and constitute special benefits to assessed properties: maintenance, marketing, events & advocacy, and related administration. The Plan proposes to fund these improvements, maintenance, and activities through the levy of a benefit assessment on real property within the DTPBID.

WHEREAS, pursuant to the provisions of the Property and Business Improvement District Law of 1994, owners of properties within the renewed DTPBID have submitted petitions asking that City Council renew the DTPBID for a ten (10) year term. Included with each petition was a Plan summary including a map showing the boundaries of the DTPBID. The petitions, the boundary map, and the Plan are on file with the City Clerk; and

BASED ON THE FOREGOING RECITALS, THE CITY COUNCIL OF THE CITY OF TURLOCK RESOLVES AS FOLLOWS:

Section 1. The recitals set forth herein are true and correct.

Section 2. The City Council finds that property owners who will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed petitions. The City Council accepts the petitions and intends to renew the DTPBID and to levy an assessment on real property within the DTPBID boundaries in accordance with the Property and Business Improvement District Law of 1994. In the first year of the ten (10) year term, the total proposed assessment budget is estimated at \$213,957.00. The assessment funds will be supplemented by non-assessment funds (such as grants and event income), so that the total budget for the initial year is estimated at \$228,643.05.

Section 3. The assessment rate (cost to the parcel owner) is based on parcel size, 1st floor building square footage, and parcel type. The initial annual rate to each parcel is shown in the table below. Assessment rates may be subject to an increase up to five percent (5%) per year.

Initial Assessment Rate		
Parcel Type	Parcel Size (sq. ft.)	1st Floor Building Sq. Ft
Zone One Commercial	\$0.10	\$0.36
Zone One Private Parking Lots and Vacant Lots	\$0.10	n/a
Blue Zone Parcels	\$0.05	\$0.18

Section 4. The City Council finds that the Plan satisfies all requirements of Streets and Highway Code section 36622.

Section 5. The City Council declares its intention to renew the DTPBID and to levy and collect assessments on certain properties within the DTPBID boundaries pursuant to the Property and Business Improvement District Law of 1994.

Section 6. The exterior boundaries of the DTPBID are shown on the map attached hereto as Exhibit A.

Section 7. Bonds shall not be issued for the DTPBID.

Section 8. A public hearing on the renewal of the DTPBID and the levy of the proposed assessment and a final tabulation of the ballots is set to be heard on September 26, 2023, at 6:00 PM, at City Hall located at 156 S. Broadway, Turlock, CA 95380. The City Council may continue the public hearing from time to time.

Section 9. The City Clerk is directed to give notice of the time and place of the public hearing in accordance with Streets and Highways Code section 36623. The City Clerk is to do this by mailing (or causing to be mailed) written notices and assessment ballots in the time, form, and manner provided by Government Code section 53753 to all persons who own real property within the renewed DTPBID and will be subject to the proposed assessment, no later than August 9, 2023. The City Clerk is further directed to file an affidavit with the City Council when all notices and ballots have been mailed, setting forth the time and manner of his or her compliance with the requirements of law for mailing the notices and ballots.

Section 10. At the public hearing, the City Council will consider all objections or protests to the proposed assessment, and any interested person will be permitted to present written or oral testimony. At the conclusion of the final public hearing, all ballots submitted and not withdrawn will be tabulated in accordance with Government Code section 53753.

I HEREBY CERTIFY that the foregoing Resolution of Intention was introduced and adopted at a regular meeting of the City Council on the _____ day of _____ 2023 by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote.

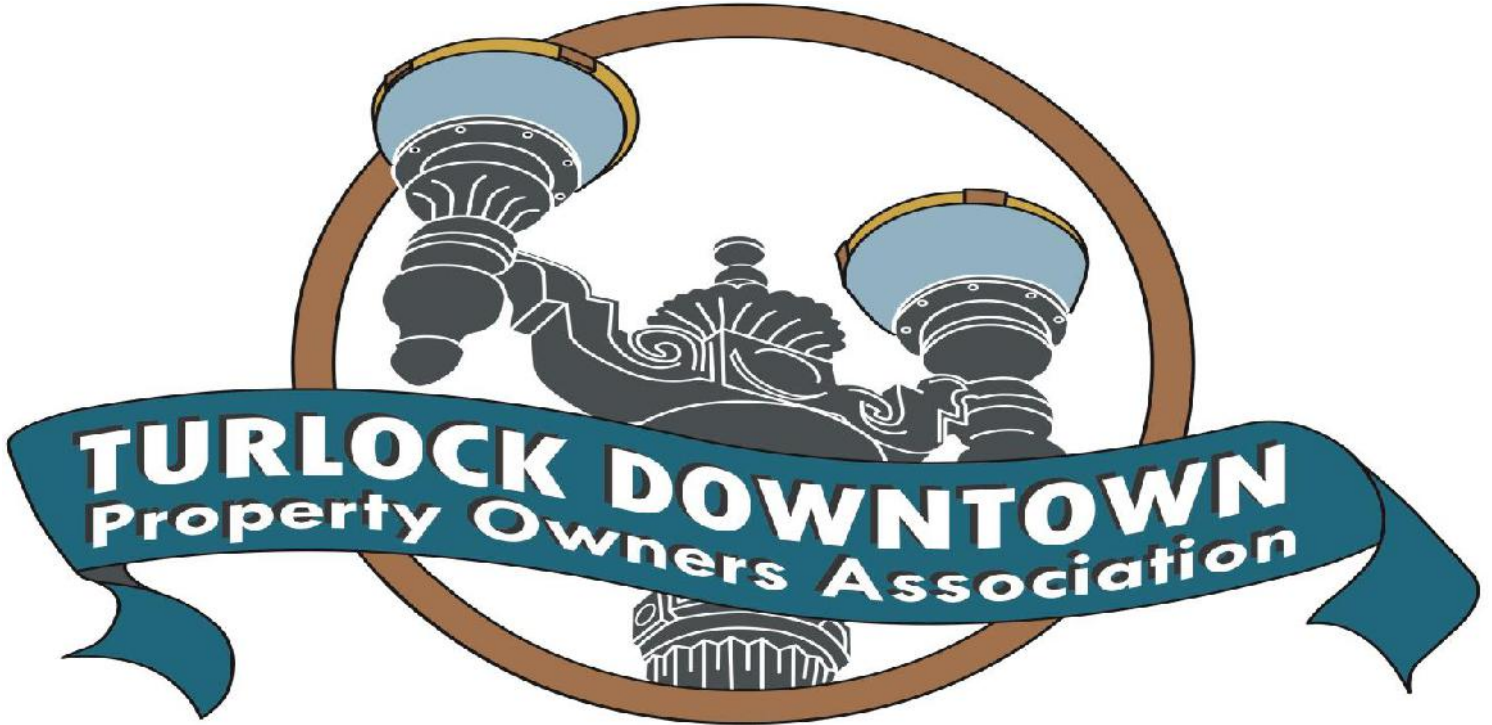
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A – MAP





**DOWNTOWN TURLOCK PROPERTY AND
BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT DISTRICT PLAN**

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Prepared by Civitas



I. OVERVIEW

Developed by a growing coalition of property owners, the Downtown Turlock Property and Business Improvement District (DTPBID) is a benefit assessment district whose main goal is to provide improvements, maintenance, and activities which constitute and convey a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values. The DTPBID was first created in 1998 and was subsequently renewed in 2003 for 10 years, then again in 2013 for another 10 years, and has reached the end of the current term, and property owners now wish to renew the DTPBID for another ten (10) year term. The renewed DTPBID will continue to provide services above and beyond those furnished by the City of Turlock, for the direct benefit of assessed parcels. As required by state law, property owners have created this Management District Plan (Plan) to renew the DTPBID.

Location: The DTPBID boundaries generally run along Main Street from the corner of Lexington Avenue and Main Street to the corner of Main Street and South Palm Street. The DTPBID also goes down S Broadway Street from Main Street to the corner of A Street and South Broadway Street, as well as running along Market Street from the corner of Main Street and Market Street to the corner of Market Street and South Broadway Street. On the corner of Main Street and South Thor Street, the DTPBID runs to the corner of South Thor Street and Crane Avenue for parcels facing east. On North 1st street, the DTPBID runs from the corner of North 1st Street and Olive Street to Main Street, while also continuing to the corner of A Street and South 1st Street for parcels facing west. A map is provided in Section IV and Appendix 3.

Purpose: The purpose of the DTPBID is to provide improvements, maintenance, and activities which constitute and convey a special benefit to assessed parcels. The DTPBID will provide maintenance, marketing, events & advocacy, and related administration directly and only to assessed parcels within its boundaries.

Budget: The DTPBID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be \$213,957.00. The annual budget may be subject to an increase in assessment rates of no more than five percent (5%) per year. The assessment funds will be supplemented by non-assessment funds (such as grants and event income), so that the total budget for the initial year is estimated at \$228,643.05. The amount of non-assessment funds is the minimum amount necessary to pay for the general benefit provided by DTPBID programs. Further detail on the separation of special and general benefit is provided in Section VIII.

Cost: The assessment rate (cost to the parcel owner) is based on parcel size, 1st floor building square footage, and parcel type. The initial annual rate to each parcel is shown in the table below. Assessment rates may be subject to an increase up to five percent (5%) per year.

Initial Assessment Rate		
Parcel Type	Parcel Size (sq. ft.)	1 st Floor Building Sq. Ft
Zone One Commercial	\$0.10	\$0.36
Zone One Private Parking Lots and Vacant Lots	\$0.10	n/a
Blue Zone Parcels	\$0.05	\$0.18

Renewal: DTPBID renewal requires submittal of petitions from property owners representing more than fifty percent (50%) of the total assessment. The “Right to Vote on Taxes Act” (also known as Proposition 218) requires a ballot vote in which more than fifty percent (50%) of the ballots received, weighted by assessment, be in support of the DTPBID.

Duration: The DTPBID will have a ten (10) year-life beginning January 1, 2024, through December 31, 2033. Near the end of the term, the petition, ballot, and City Council hearing process must be repeated for the DTPBID to be renewed. Once per year, beginning on the anniversary of DTPBID renewal, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a jurisdiction hearing on DTPBID termination. If the renewal is approved, the City of Turlock would contract with the Turlock Downtown Property Owners Association. The City contract would have a three (3) year term with an option to renew in year three (3) and six (6).

Management: The Turlock Downtown Property Owners Association (TDPOA) will continue to serve as the Owners’ Association for the DTPBID.



II. IMPETUS

There are several reasons why now is the time to renew the DTPBID. The most compelling reasons are as follows.

1. The Need to be Proactive in Determining the Future of Downtown Turlock.

In order to protect their investment, parcel owners must continue to be partners in the process that determines the level and frequency of services, and how new improvements and development projects are implemented. The DTPBID will allow these owners to lead and shape future services and improvements through the DTPBID.

2. The Need to Attract New Business and Investment Throughout Downtown Turlock.

If Downtown Turlock is to compete as a successful commercial district it must develop its own well-financed, proactive strategy to retain businesses and tenants as well as attract new business and investment. The DTPBID provides the financial resources to develop and implement a focused strategy that will work to prevent and fill vacancies and attract new tenants to all areas of Downtown Turlock.

3. An Opportunity to Create a Private/Public Partnership with a Unified Voice for Downtown Turlock.

Because parcel owners would be continuing to invest financial resources through the DTPBID, they will be looked upon as a strong partner in negotiations with the City. This partnership will have the ability to leverage the parcel owner's investment with additional public investment in Downtown Turlock.

4. An Opportunity to Establish Private Sector Management and Accountability.

TPDOA will continue to manage the services provided to the DTPBID. Annual DTPBID work plans and budgets are developed by a board composed of a majority of stakeholders that own property in the Downtown Turlock. Improvements, maintenance, and activities provided by the DTPBID are subject to private sector performance standards, controls, and accountability.

III. BACKGROUND

The International Downtown Association estimates that more than 2,500 Property and Business Improvement Districts (PBIDs) currently operate throughout North America. PBIDs are a time-tested tool for property owners who wish to come together and obtain collective services which benefit their properties.

PBIDs provide supplemental services in addition to those provided by local government. They may also finance physical and capital improvements. These improvements, maintenance, and activities are concentrated within a distinct geographic area and are funded by a special parcel assessment. Services and improvements are only provided to those who pay the assessment.

Although funds are collected by the local government, they are then directed to a private nonprofit. The nonprofit implements services and provides day-to-day oversight. The nonprofit is managed by a Board of Directors representing those who pay the assessment, to help ensure the services meet the needs of property owners and are responsive to changing conditions within the PBID.

PBIDs all over the globe have been proven to work by providing services that improve the overall viability of commercial districts, resulting in higher property values, lease rates, occupancy rates, and sales volumes.

The DTPBID will be renewed pursuant to a state law that took effect in January of 1995. The “Property and Business Improvement District Law of 1994,” which was signed into law by Governor Pete Wilson, ushered in a new generation of Property and Business Improvement Districts in California. Key provisions of the law include:

- Allows a wide variety of services which are tailored to meet specific needs of assessed properties in each individual PBID;
- Requires property owner input and support throughout the renewal process;
- Requires written support on both a petition and ballot from property owners paying 50% of proposed assessments;
- Allows for a designated, private nonprofit corporation to manage funds and implement programs, with oversight from property owners and the City;
- Requires limits for assessment rates to ensure that they do not exceed the amount owners are willing to pay; and
- Requires the PBID be renewed after a certain time period, making it accountable to property owners.

The “Property and Business Improvement Business District Law of 1994” is provided in Appendix 2 of this document.

IV. BOUNDARIES

The DTPBID boundaries generally run along Main Street from the corner of Lexington Avenue and Main Street to the corner of Main Street and South Palm Street. The DTPBID also goes down S Broadway Street from Main Street to the corner of A Street and South Broadway Street, as well as running along Market Street from the corner of Main Street and Market Street to the corner of Market Street and South Broadway Street. On the corner of Main Street and South Thor Street the DTPBID runs to the corner of South Thor Street and Crane Avenue for parcels facing east. On North 1st street, the DTPBID runs from the corner of North 1st Street and Olive Street to Main Street, while also continuing to the corner of A Street and South 1st Street for parcels facing west.

The service area includes approximately seventy-two (72) properties with fifty-five (55) assessed property owners. The DTPBID boundary is illustrated by the map below. A larger map is available on request by calling (916)437-4300 or (800)999-7781.



V. SERVICE PLAN & BUDGET

A. History & Renewal

The DTPBID is a special benefit assessment district that conveys special benefits to assessed parcels located within the district boundaries. The DTPBID was formed on August 6th of 1998 using the Property & Business Improvement District Law of 1994.

In 2001, TDPOA entered into a partnership with the City of Turlock to redevelop a six-block area in the downtown. This comprehensive \$21 million project replaced the aging streets, sidewalks, lighting, trees, landscaping, signage, and infrastructure with a new and more attractive look, as well as improved parking areas.

The Downtown Property Owners formed an improvement district to help fund the increased maintenance of this investment, as well as programs to market and promote the downtown area. The DTPBID was renewed in 2003 and again in 2013 to continue the funding of maintenance and promotions. The approved tax rate was approximately forty-four cents (\$0.44) per year, per square foot of first floor building area, with a built-in cost adjustment, the current rate was raised to approximately fifty-four (\$0.54) per square foot, and is now currently at forty-two and three-quarter cents (\$0.4275) at the time preceding this renewal.

The current DTPBID expires in 2023 and must be re-approved by property owners if they wish to continue to maintain the redeveloped downtown area. A renewed DTPBID may include any tax rate the property owners desire in accordance with the level of maintenance and promotional activity they desire. The current TDPOA Board is in the process of revising the DTPBID agreement terms with the City of Turlock for approval of both Downtown Property Owners and City Council.

A service plan to provide special benefits to assessed properties was developed using several methods. A series of property owners meetings and an analysis of current property conditions were conducted. The primary needs identified were: maintenance, and marketing, events & advocacy services. To meet those needs, the DTPBID will provide maintenance, marketing, events & advocacy, and related administration services to assessed parcels within its boundaries.

B. Improvements, Maintenance and Activities

The DTPBID will provide supplemental improvements, maintenance and activities that are above and beyond those provided by the City and other government agencies. None of the services to be provided by the DTPBID are provided by the City or other government agencies. The improvements and activities will be provided directly and only to assessed parcels; they will not be provided to parcels that are not assessed. Each and every service is unique to the DTPBID, thus the benefits provided are particular and distinct to each assessed parcel.

1. Maintenance

Maintenance programs will focus on making the DTPBID a cleaner and more inviting place to do business. Maintenance programs may include, but are not limited to:

- Maintenance of landscape shrubs, flowerbeds and pots;
- Maintenance of hardscape;

- Weed control;
- Maintenance and planting flowers;
- Approval of signage and/or public art; and
- Paver maintenance.

2. Marketing, Events, & Advocacy

Marketing, Events, & Advocacy programs will aim to increase TDPOA's capacity to assist small businesses and office properties recover from the COVID-19 pandemic, plus provide adequate resources to support marketing, placemaking, and other activities that aim to bring prosperity and vitality to Downtown Turlock. Advocacy programs will utilize dedicated staff time to provide unified attention, communication, and responsiveness throughout the DTPBID and provide a unified voice to represent the DTPBID's best interests at local government agencies. These programs may include, but are not limited to:

- Provide services to strengthen existing businesses and support innovation in the Downtown Turlock area;
- Business recruitment and retention;
- Helping business and property owners navigate City processes;
- Advocacy and a united voice for downtown property owners on concerns;
- Downtown events;
- Holiday tree lights and pole decorations;
- Part of the downtown map distributed to hotels and around Turlock;
- Featured on website;
- Marketing Downtown; and
- Bringing events downtown to activate the area.

3. Administration

The administration portion of the budget will be utilized for administrative costs associated with providing the services. Those costs may include rent, telephone charges, legal fees, accounting fees, postage, administrative staff, insurance, and other general office expenses.

4. Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the Owners' Association. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board of Directors of the Owners' Association. The reserve fund may be used for the costs of renewing the DTPBID.

C. Annual Assessment Budget

A projected ten (10) year budget for the DTPBID is provided below. The overall assessment budget shall remain consistent with this Plan. In the event of a legal challenge, assessment funds may be used to defend the DTPBID. The annual assessment budget is based on the following assumptions and guidelines:

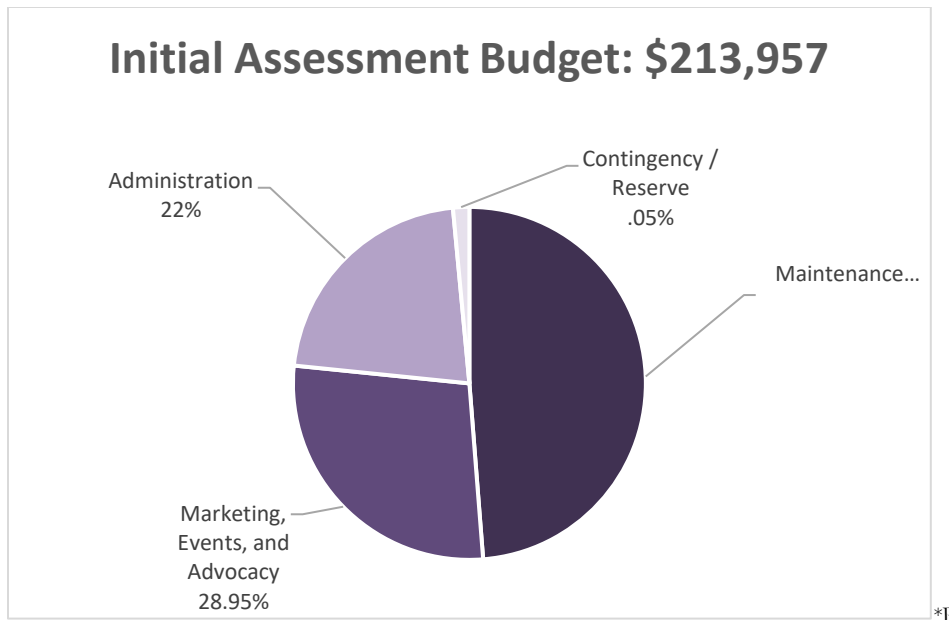
1. The cost of providing improvements, maintenance and activities may vary depending upon the market cost for those improvements, maintenance and activities. Expenditures may require

adjustment up or down to continue the intended level of improvements, maintenance and activities. The TDPOA and their board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. Any change will be approved by the TDPOA and submitted with the Annual Report.

2. Funds not spent in any given year may be rolled over to the next year.
3. The assessment rate may be subject to annual increases that will not exceed five percent (5%) per year. Increases will be determined by the TDPOA and will vary each year. The projections below illustrate the maximum annual five percent (5%) increase for all budget items.
4. Each budget category includes all costs related to providing that service. For example, the maintenance budget includes the cost of staff time dedicated to overseeing and implementing the maintenance program. Staff time dedicated purely to administrative tasks is allocated to the administration portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the DTPBID services will be determined by the Owners' Association on an as-needed basis.

D. Service Budget

The total improvement, maintenance and activity budget for the first year of renewal that is funded by property assessments is \$213,957.00. In addition to the assessment revenue, the programs will be supplemented by non-assessment funds. The total of non-assessment funds, and the determination of special and general benefit, is included in the Engineer's Report and Appendix 4. An illustration of the estimated total budget allocations for each budget category for the ten (10) year life of the DTPBID is shown on the following page. The allocation of the assessment funds is governed by Section E below. Non-assessment funds may be shifted between budget categories as needed by the Owner Associations' Board.



*Please note these percentages have been rounded to the closest percent or half percent.

E. Annual Maximum Assessment Budget

The budget below assumes the maximum annual increase of up to five percent (5%) is enacted and that there are no changes to the categorical budget allocations.

Year	Maintenance	Marketing, Events, & Advocacy	Administration	Contingency/ Reserve	Total
2024	\$104,250	\$60,700	\$47,050	\$1,957	\$213,957
2025	\$109,463	\$63,735	\$49,403	\$2,055	\$224,656
2026	\$114,936	\$66,922	\$51,873	\$2,158	\$235,889
2027	\$120,682	\$70,268	\$54,466	\$2,265	\$247,681
2028	\$126,717	\$73,781	\$57,190	\$2,379	\$260,067
2029	\$133,052	\$77,470	\$60,049	\$2,498	\$273,069
2030	\$139,705	\$81,344	\$63,051	\$2,623	\$286,723
2031	\$146,690	\$85,411	\$66,204	\$2,754	\$301,059
2032	\$154,025	\$89,682	\$69,514	\$2,891	\$316,112
2033	\$161,726	\$94,166	\$72,990	\$3,036	\$331,918
Total	\$1,311,246	\$763,479	\$591,790	\$24,616	\$2,691,131



VI. ASSESSMENT RATE

A. Assessment Formula

Individual assessed parcels shall be assessed an assessment rate according to each assessed parcel's proportionate special benefit derived from the services provided to each assessed parcel, as shown in the table below.

Initial Assessment Rate		
Parcel Type	Parcel Size (sq. ft.)	1 st Floor Building Sq. Ft
Zone One Commercial	\$0.10	\$0.36
Private Parking Lots and Vacant Lots	\$0.10	n/a
Blue Zone Parcels	\$0.05	\$0.18

B. Changes in Zoning, Ownership, First Floor Building Square Footage, Parcel Square Footage, or Parcel Type

If the zoning, ownership, 1st floor square building square footage, parcel square footage, or parcel type within the DTPBID boundary changes during the term of the DTPBID the assessment amount may be modified according to the assessment methodology detailed in this Plan that is applicable to the parcel. These changes may be a result of land adjustments (including but not limited to lot splits, consolidations, right away setbacks, etc.), new construction, new ownership, or changes in zoning.

C. Assessment Notice

During the hearing process, an Assessment Notice will be sent to owners of each parcel in the DTPBID. The Assessment Notice provides an estimated assessment. The final individual assessment for any particular parcel may change, up or down, if the building 1st floor square footage, parcel square footage, private parking lot square footage, or the parcel type differ from those found on the Assessment Notice. A list of parcels to be included in the DTPBID is provided within Appendix 4.

D. Time and Manner for Collecting Assessments

As provided by State Law, the DTPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Stanislaus. Parcels which do not receive property tax bills will be invoice by the City. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The County of Stanislaus shall distribute funds collected to the City of Turlock, which shall forward them to the DTPBID. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the DTPBID assessments.

E. Bonds

Bonds shall not be issued.

VII. GOVERNANCE

A. Owners' Association

The DTPBID shall be governed by the TDPOA , with oversight from the Turlock City Council. The TDPOA shall serve as the Owners' Association described in the Streets and Highways Code §36651. The Board of Directors of TDPOA and its staff are charged with the day-to-day operations of the DTPBID.

A majority of the Board of Directors of the TDPOA must be parcel owners paying the assessment. In addition, the Board of Directors must represent a variety of interests within the DTPBID and respond to the needs of all properties within the DTPBID.

B. Brown Act & Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The TDPOA shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 2). The annual report is a prospective report for the upcoming year and must include:

1. Any proposed changes in the boundaries of the DTPBID or in any benefit zones or classification of property within the district;
2. The improvements, maintenance, and activities to be provided for that fiscal year;
3. The estimated cost of providing the improvements, maintenance, and activities to be provided for that fiscal year;
4. The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year;
5. The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
6. The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this Plan.

VIII. ENGINEER'S REPORT

The DTPBID's parcel assessments will be imposed in accordance with the provisions of Article XIID of the California Constitution. Article XIID provides that "only special benefits are assessable,"¹ and requires the City to "separate the general benefits from the special benefits conferred on a parcel."² Special benefits are a "particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public-at-large."³ Conversely, a general benefit is "conferred on real property located in the district or to the public-at-large."⁴ Assessment law also mandates that "no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."⁵

The Engineer determined the total cost of the improvements and activities, quantified the general benefit accruing to the public-at-large and non-assessed parcels adjacent to and within the DTPBID, and separated that amount from the special benefit accruing to the assessed parcels. Then, the Engineer determined the proportional special benefit derived by each parcel and allocated the special benefit value of the improvements and activities accordingly. The Engineer's determinations and detailed calculations are summarized in this report.

A. Separation of General and Special Benefits

Each of the improvements and activities, and the associated costs and assessments within the DTPBID, were reviewed, identified, and allocated based on special and general benefits pursuant to Article XIID of the California Constitution. The assessment has been apportioned based on the proportional special benefits conferred to the assessed parcels located within the DTPBID boundaries as determined below.

1. General Benefits

Unlike special benefits, which are conferred directly and only upon assessed parcels, a general benefit is conferred on the general public or non-assessed parcels. Existing City and other public services, which are provided to every person and parcel, everywhere within the City, are an example of a general benefit. Although the DTPBID's boundaries have been narrowly drawn and programs have been carefully designed to provide special benefits, and activities and improvements will only be provided directly to assessed parcels, it is acknowledged that there will be general benefits as a result of the District's activities and improvements.

The California Constitution mandates that "only special benefits are assessable, and an agency shall separate the general benefits from the special benefits."⁶ "Generally, this separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits."⁷ The first step that must be undertaken to separate general and special benefits provided by the District's activities and improvements is to identify and quantify the general benefits. There are two bodies who can receive general benefits: the public-at-large within the DTPBID, and non-assessed parcels within and surrounding the DTPBID.

¹ Cal. Const., art. XIII D, §4(a)

² Cal. Const., art. XIII D, §4(a)

³ Id., §2(i)

⁴ Cal. Const., art. XIII D §2(i)

⁵ Cal. Const., art. XIII D, §4(a)

⁶ Cal. Const., art. XIII D §4(a)

⁷ Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal.App.4th 416

General Benefit to the Public-at-Large

Although the activities and improvements are narrowly designed and carefully implemented to specially benefit the assessed parcels, and only provided directly to assessed parcels, they will generate a general benefit to the public-at-large within the DTPBID. State law indicates that “Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed.”⁸ However, “the mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.”⁹ Further, “the value of any incidental or collateral effects that arise from the improvements, maintenance or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.”¹⁰ Thus, although there may be some incidental benefit to persons engaged in business on the assessed parcels, that incidental benefit is not considered general benefit because it is inherently produced by activities and improvements that provide special benefits to the assessed parcels. There is, however, a general benefit to persons not engaged in business on the assessed parcels.

Intercept surveys conducted in similar districts have found that approximately 98.6% of pedestrian traffic within the district boundaries is engaged in business on assessed parcels, while the remaining approximately 1.4% is simply passing through and not engaging in business on the assessed parcels¹¹. To ensure that the assessment dollars do not fund general benefits to the public-at-large, that portion of the cost of services will be paid for with funds not obtained through assessments. Out of an abundance of caution, the 1.4% figure was rounded to 2% for the purposes of this Engineers Report. The 2% of traffic passing through does not have any connection to the assessed parcels, and therefore does not represent a special benefit to the assessed parcels. The 2% will, however, receive a derivative and indirect general benefit as a result of the activities and improvements being provided in the DTPBID. Therefore, it is estimated that 2% of the benefit created by the DTPBID’s services is general benefit provided to the public-at-large. To ensure that the assessment dollars do not fund general benefits to the public-at-large, that portion of the cost of activities and improvements will be paid for with funds not obtained through assessments. Using the 2% figure, based on the initial year activity and improvement budget, the value of this general benefit to the public-at-large is \$4572.86 ($\$228,643.05 \times 0.02$).

General Benefit to Non-Assessed Parcels

Although they are only provided directly to the assessed parcels, the DTPBID’s activities and improvements may also confer general benefits upon non-assessed parcels within and surrounding the DTPBID. One study examining property values in PBID areas found “no evidence of spill-over impacts (either good or bad) on commercial properties located just outside the BID’s boundaries;”¹² however, the California Court of Appeals has stated that “services specifically intended for assessed parcels concomitantly confer collateral general benefits to surrounding properties.”¹³ It is reasonable to conclude that activities and improvements within the DTPBID will have an incidental impact on non-assessed parcels surrounding or within the DTPBID boundaries. Although the legislature has

⁸ Streets and Highways Code section 36601(h)(2)

⁹ Ibid

¹⁰ Streets and Highways Code Section 36622(k)(2)

¹¹ Surveys conducted in: North Park, San Diego (January 2015); Downtown Burbank (October 2017); Downtown Pomona (April 2018); and Sunrise MarketPlace, Citrus Heights (December 2019)

¹² Furman Center for Real Estate & Urban Policy; The Impact of Business Improvement Districts on Property Values: Evidence from New York City (2007) p. 4

¹³ Beutz v. Riverside (2010) 184 Cal.App.4th 1516

indicated that “the value of any incidental or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall *not* be deducted from the entirety of the cost of any special benefit,”¹⁴ the California Court of Appeals has noted that “the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement...or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement.”¹⁵ Those derivative and indirect impacts are considered general benefits and will be quantified and separated.

In this Engineer’s opinion, because activities and improvements are provided only within the DTPBID and on its perimeter, parcels separated from the DTPBID by either at least one intervening parcel or an impassable physical barrier such as a wall, railroad track, freeway, or ditch will not receive spill over benefits. Parcels separated from the DTPBID will not benefit because they are physically removed from the actual location of activities and improvements provided, and do not face serviced parcels. Therefore, this analysis considers non-assessed parcels within the DTPBID’s boundaries and surrounding parcels that are immediately adjacent to and accessible from the DTPBID’s boundaries.

The total DTPBID activity and improvement budget for the first year is \$228,643.05. After reducing the activity and improvement budget by the general benefit to the public-at-large\$4,572.86 the remaining benefit to parcels is \$224,070.19. This benefit has been distributed to both assessed and non-assessed parcels using the following methodology. The general benefit to the public-at-large has been proportionally allocated to the DTPBID’s activity and improvement categories as shown in the following table.

Category	Benefit to Parcels	Benefit to Public-at-Large	Total
Maintenance	\$109,573.31	\$2,236.19	\$111,809.50
Marketing, Events, & Advocacy	\$63,173.45	\$1,289.25	\$64,462.70
Administration	\$49,273.93	\$1,005.59	\$50,279.52
Contingency/Renewal	\$2,049.50	\$41.83	\$2,091.33
TOTAL	\$224,070.19	\$4,572.86	\$228,643.05

To determine the general benefit to parcels, the Engineer assigned each parcel group a benefit factor, determined the appropriate parcel characteristic to use in the calculation, multiplied the benefit factor by the benefit characteristic to determine the benefit units attributable to each parcel group, and apportioned the remaining service cost (service cost minus general benefit to the public) in accordance with the benefit units derived by each parcel group.

Benefit Factors

All parcels within and adjacent to the DTPBID have been assigned a benefit factor to mathematically represent the proportional special and general benefit and quantify the value of each. The determination of benefit factors for each type of activity follows.

¹⁴ Streets and Highways Code section 36622(k)(2)
¹⁵ Tiburon v. Bonander (2009) 180 Cal.App.4th 1057, 1077



Tangible Activities

The tangible activities (those that are physically provided via a person or people working throughout the district) to be provided by the DTPBID generate three types of special benefits:

Service – The primary special benefit provided by the DTPBID’s physical activities is the actual service.

Presence – The DTPBID’s physical activities also provide the special benefit of an individual’s presence on the assessed parcel as the activities are provided, which can have a deterrent effect and creates a positive impression that the area is well-maintained and safe. The “Disneyland effect” is the benefit the parcels receive from the observation that parcels are being maintained. There are studies which link the perception of cleanliness to a perception of increased security.

Proximity – The DTPBID’s physical activities also provide the special benefit of being in proximity to a cleaner, safer parcel. Neighboring parcels enjoy the spillover benefits of being adjacent to increased safety and cleanliness.

The majority of the benefit received by the parcels is the results of the district’s services; onsite presence and proximity are lesser benefits. It is this Engineer’s estimation that seventy-five percent (75%) of the special benefit from the DTPBID’s physical activities is the service, while the presence and proximity benefits each account for twelve and one-half percent (12.5% presence, 12.5% proximity) of the special benefit. Assessed parcels will receive all three benefits; non-assessed parcels within and adjacent to the DTPBID will not be directly serviced and therefore only receive the general benefit of proximity.

Intangible Activities

Some of the DTPBID’s activities, such as marketing, are distinct in that they are not provided to a targeted area within the DTPBID, rather they are provided via Internet, radio, and other forms of media and targeted at an audience outside the DTPBID in an effort to bring the audience into the DTPBID. These activities provide two types of special benefits:

Direct Exposure – The primary special benefit provided by the DTPBID’s intangible activities is exposure. The intangible activities increase awareness of the DTPBID as a commercial and business destination and lead to increased patronage.

Incidental Exposure – The DTPBID’s intangible activities will also have a secondary special benefit of incidental exposure, such as word-of-mouth exposure, that results from the direct exposure and increases awareness of the DTPBID as a commercial and business destination.

The majority of the benefit from these activities is the direct exposure; the incidental exposure is a lesser benefit. It is this Engineer’s estimation that ninety percent (90%) of the special benefit from the intangible activities is direct exposure, while ten percent (10%) is incidental exposure. Assessed parcels will receive both as special benefits; non-assessed parcels within and adjacent to the DTPBID will not be directly marketed and therefore only receive the general benefit of incidental exposure.

Factors Determined

Based on the foregoing analysis, all assessed parcels within the DTPBID specially benefit from the DTPBID’s activities and improvements, and have been assigned a benefit factor of 1.0. Parcels that are not assessed have been assigned benefit factors based on the portion of the benefit they will

receive, as described above. The non-assessed parcels will benefit from 12.5% of the tangible activities and 10% of the intangible activities; therefore they have been assigned benefit factors of 0.125 and 0.10, respectively.

Non-Assessed Benefit Characteristics

There are two types of parcels that are not assessed; those within the DTPBID and those immediately adjacent to and accessible from the DTPBID. Because they generally benefit in a differing manner, distinct parcel characteristics are used to quantify the general benefit to each type.

Inside – Non-assessed parcels inside of the DTPBID are surrounded by parcels that are assessed and receiving the full special benefits; they will, therefore, receive the general benefits of proximity and indirect exposure. These parcels are impacted on more than one side by the DTPBID’s activities, marketing has a direct impact all around them, and activities are provided all around them. Because these parcels are surrounded by specially benefitted parcels, it is appropriate that parcel square footage be used to measure the general benefit they receive.

Adjacent – Adjacent parcels are those that are immediately adjacent to or directly across the street from specially benefitted parcels, and accessible from specially benefitted parcels. These parcels generally benefit differently than those inside the district, because these parcels are adjacent to, rather than surrounded by, specially benefitted parcels. Square footage is not an appropriate measure of benefit to these parcels. Because the parcels are not surrounded by serviced parcels, a long, shallow parcel with the same square footage as a deep, narrow parcel will receive a different level of general benefit. Likewise, two parcels with the same depth but a different width adjacent to serviced parcels will benefit differently. To account for this difference, it is appropriate that parcel linear frontage be used to measure the general benefit the adjacent parcels receive.

Calculations

To quantify and separate the general benefit to non-assessed parcels, the following calculations were undertaken for each budget category.

1. The total service budget for each category was determined and the amount of general benefit to the public-at-large was subtracted from the category budget.
2. The benefit factor applicable to each activity or improvement was multiplied by the parcel square footage or linear frontage of assessed and non-assessed parcels, to determine the number of benefit units received by each parcel group.
3. The benefit units for all parcel groups were summed, and the percentage of benefit units attributable to each parcel group was calculated.
4. The total remaining activity and improvement budget, less the amount already determined to be general benefit to the public-at-large, was allocated to general and special benefit categories for each parcel group using the calculated benefit percent and applicable benefit characteristic methodology.
5. The special and general benefit resulting from the administrative and contingency portions of the budget were determined based on the proportional allocation of benefits derived from activities and improvements.

Maintenance

The maintenance budget, minus the amount of general benefit to the public-at-large, is \$107,573.30. The calculations below determine the amount of general benefit to non-assessed parcels within the DTPBID. The maintenance budget category contains tangible activities; the Engineer used the 0.125 benefit factor to quantify the general benefit.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	749,201	X 1.000	= 749,201.00	97.441%	X \$109,573.30	= \$106,769.37
Non-Assessed	157,402	X 0.125	= 19,765.25	2.559%	X \$109,573.30	= \$2,803.94

The maintenance budget, minus the amount of general benefit to the public and non-assessed parcels within the DTPBID, is \$106,769.37. The calculations below determine the amount of general benefit to parcels adjacent to the DTPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	18,838	X 1.000	=18,838.00	97.640%	X \$106,769.37	= \$104,250.00
Adjacent	3,642	X 0.125	= 455.25	2.360%	X \$106,769.37	= \$2,519.37

Therefore, the allocation of the maintenance budget is as follows:

General Benefit – Public-At-Large	\$2,236.19
General Benefit – Inside Parcels	\$2,803.94
General Benefit – Adjacent Parcels	\$2,519.37
Special Benefit	\$104,250.00
Total	\$111,809.50

Marketing, Events, & Advocacy

The marketing, events, & advocacy budget, minus the amount of general benefit to the public-at-large, is \$63,173.45. The calculations below determine the amount of general benefit to non-assessed parcels within the DTPBID. The marketing, events, & advocacy budget category contains intangible activities; the Engineer used the 0.10 benefit factor to quantify the general benefit.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	749,201	X 1.000	= 749,201.00	97.441%	X \$63,173.45	= \$61,873.53
Non-Assessed	157,402	X 0.100	= 15,740.20	2.058%	X \$63,173.45	= \$1,299.92

The marketing, events, & advocacy budget, minus the amount of general benefit to the public and non-assessed parcels within the DTPBID, is \$61,873.53. The calculations below determine the amount of general benefit to parcels adjacent to the DTPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	18,838.00	X 1.000	= 18,838.00	98.103%	X \$61,873.53	= \$ 60,700.00
Adjacent	3,642.00	X 0.100	= 364.20	1.897%	X \$61,873.53	= \$ 1,173.53

Therefore, the allocation of the marketing, events, & advocacy budget is as follows:

General Benefit – Public-At-Large	\$1,289.25
General Benefit – Inside Parcels	\$1,299.92
General Benefit – Adjacent Parcels	\$1,173.53
Special Benefit	\$60,700.00
Total	\$64,462.70

Administration/Contingency/Renewal

The contingency/renewal budget lines items relate to the activities and improvements provided. These costs have been allocated proportionally based on the special and general benefit provided by each category.

	Special Benefit to Parcels	General Benefit to Parcels
Maintenance	\$104,250.00	\$5,323.31
Marketing, Events, & Advocacy	\$60,700.00	\$2,473.45
Activity Totals	\$164,950.00	\$7,796.75
Percent	95.4866%	4.5134%
Administration/Contingency/Renewal	\$49,007.00	\$2,316.43
Total Parcel Benefits	\$213,957.00	\$10,113.19

iv. Total Benefits

Based on the foregoing calculations, the total benefits to assessed parcels, non-assessed parcels, and the general public are:

	Special	Parcel General	Public	Total
Maintenance	\$104,250.00	\$5,323.31	\$2,236.19	\$111,809.50
Marketing, Events, & Advocacy	\$60,700.00	\$2,473.45	\$1,289.25	\$64,462.70
Administration/Contingency /Renewal	\$49,007.00	\$2,316.43	\$1,047.42	\$52,370.85
Total	\$213,957.00	\$10,113.19	\$4,572.86	\$228,643.05

c. Non-Assessment Funding

The programs funded by the DTPBID receive additional non-assessment funding in the form of grants, corporate sponsorships, event income, city general fund contributions, and other miscellaneous funds. These funding sources are anticipated to equal or exceed the amount of general benefit conferred annually by the DTPBID’s activities and improvements, \$14,686.05. These non-assessment funds will be used to pay for the general benefit provided by the DTPBID’s activities and improvements, ensuring that parcel assessments will only be used to provide special benefits and “any additional costs of providing general benefits [are] not included in the amounts assessed.”¹⁶

2. Special Benefit

The activities and improvements to be provided by the DTPBID constitute and convey special benefits directly to the assessed parcels. Assessment law requires that “the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided.”¹⁷ Further, “no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”¹⁸ Special benefit “includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed.”¹⁹

To determine the total special benefit value to be conveyed to the assessed parcels, we deduct the general benefit value (\$14,686.05) from the total value of the activities and improvements (\$228,643.05). The remaining \$213,957.00 is considered the special benefit to assessed parcels (the “Total Assessment”). The Total Assessment represents the total value of the special benefit to be provided by the activities and improvements. The Total Assessment has been proportionally divided among the assessed parcels so that no assessment exceeds the reasonable cost of the proportional special benefit conferred on a parcel. The assessment rate has been designed to ensure that “properties that receive the same proportionate special benefit pay the same assessment.”²⁰

Service Provided	Total Benefit Value	General Benefit Value to Public	Benefit Value to Parcels (Special & General)	Special Benefit to Assessed Parcels
Maintenance	\$111,809.50	\$2,236.19	\$109,573.31	\$104,250.00
Marketing, Events, & Advocacy	\$64,462.70	\$1,289.25	\$63,173.45	\$60,700.00
Administration/Contingency/Renewal	\$52,370.85	\$1,047.42	\$51,323.43	\$49,007.00
TOTAL	\$228,643.05	\$4,572.86	\$224,070.19	\$213,957.00

B. Assessment Methodology

1. Base Formula

Each parcel will be assessed based on proportional special benefits received. The variables used for the annual assessment formula are parcel type, parcel size, 1st floor building size, and benefit zone. These

¹⁶ Streets and Highways Code section 36632(a)
¹⁷ Cal. Const., art XIII D §4(a)
¹⁸ Ibid
¹⁹ Streets and Highways Code section 36615.5
²⁰ *Tiburón v. Bonander* (2009) 180 Cal.App.4th 1057



variables are both appropriate measures of the proportional special benefit because the need for services, level of services, and quantity of services are all relative to these variables; thus the special benefit provided to each parcel by the services can be proportionally measured using these variables. Because the services are not designed to benefit parcels with exclusively single-family residential uses and private tax exempt parcels, parcels with those uses shall not be assessed.

2. Benefit Zones

The District has been divided into two benefit zones which reflect the needs and levels of services provided to parcels in each Zone.

Zone One

Zone one consists of commercial, private parking lots, vacant lots, and publicly-owned parcels. Parcels in Zone one benefit from all of the District's services.

Blue Zone

Parcels in the Blue zone will not receive all activities and improvements but will benefit from the marketing, events & advocacy programs. Because these parcels do not have pavers, they will only benefit from some of the maintenance programs and therefore will have a lower assessment rate.

Determination of Assessment Rates

“Because not all parcels in the district are identical in size...some will receive more special benefit than others.”²¹ Each of the variables used relates directly to the service level and special benefit provided to each parcel. Parcel square footage is the size of the parcel, measured in square feet. Building size is the size of the building(s) on a parcel, measured in square feet. Size is an appropriate measure of proportional special benefit because it relates directly to the quantity of services provided to the parcel, the highest and best use of a parcel, and reflects the long-term value implications of the DTPBID. The larger a parcel or 1st floor building size, the more services and benefit the parcel will receive.

Because not all parcels in the DTPBID are identical in use, some will receive more special benefit than others. For example, a parking lot parcel will benefit to a lesser degree than a commercial parcel, because it will not enjoy the benefits of increased commerce resulting from the services. Further detail on the benefit to each parcel type is in the following pages. To determine the assessment rates, the assessed parcels were classified by the estimated benefit each type of parcel receives, the estimated special benefit value of the activities and improvements provided to each type was determined based on approximate cost of service provision, and an assessment rate that is proportional to the estimated proportional benefit received by each parcel type was determined.

To determine the assessment rates, the estimated special benefit value for each parcel type was divided by the total assessable parcel square footage, 1st floor building square footage, parcel type, and benefit zone as shown in the tables below.

Parcel Type

Parcel types were categorized based on the typical amount of foot and vehicle traffic on the various commercial and private parking lot parcels. Parcels with heavy traffic, such as commercial parcels, will receive the highest level of services. Parcels with lower traffic, such as private parking lot parcels

²¹ *Dahms v. Downtown Pomona* (2009) 174 Cal.App.4th 708

will receive a lower level of services. The approximate cost of services by parcel type was determined. Then, the cost of services by type was divided by the parcel and building square footage of those parcels to determine the assessment rates.

Parcel Size and 1st Floor Building Size

The DTPBID’s services will benefit each assessed parcel as a whole. The service budget which, in this Engineer’s estimation, represents special benefits to the parcels, has been allocated based on parcel size and 1st floor building size.

Parcel Type	Initial Parcel Size Budget	Parcel Square Footage	Initial Parcel Assessment Rate (\$/sqft/yr)
Zone One Commercial	\$60,110.80	601,108	\$0.10
Zone One Private Parking Lots and Vacant Lots	\$3,232.20	32,232	\$0.10
Blue Zone Parcels	\$5793.05	115,861	\$0.05

Parcel Type	Initial 1 st Floor Building Size Budget	1 st Floor Building Square Footage	Initial First Floor Building Assessment Rate (\$/sqft/yr)
Zone One Commercial	\$132,787.56	368,854	\$0.36
Zone One Private Parking Lots and Vacant Lots	n/a	n/a	n/a
Blue Zone Parcels	\$12,042.72	66,904	\$0.18

Summary of Assessment Rates

Therefore, for the initial year, the maximum annual assessment rates to parcels are as shown below and in Appendix 1. Maximum annual assessment rates may be subject to an increase of no more than five (5%) percent per year as shown in Appendix 1.

Initial Assessment Rate		
Parcel Type	Parcel Size (sq. ft.)	1 st Floor Building Sq. Ft
Zone One Commercial	\$0.10	\$0.35
Zone One Private Parking Lots and Vacant Lots	\$0.10	n/a
Blue Zone Parcels	\$0.175	\$0.05

Sample assessment calculations are shown in Appendix 3.

3. Commercial Parcels

Commercial parcels will receive and benefit from all DTPBID services (Maintenance & Tree Trimming, and Marketing, Events, and Advocacy), services, which are aimed to attract and increase customers and



visitors to assessed parcels. These parcels have a commercial component because their owners aim to benefit from tenant rents, increased customers, or increased use by visitors. The primary purpose of the DTPBID is to provide property owner services which generate special benefits to parcels with commercial uses and will therefore be assessed the full rate.

4. Property Tax-Exempt Non-Profit

As stated above, the primary purpose of the DTPBID is to benefit parcels with commercial uses. Because of their non-commercial nature, property tax-exempt parcels owned by non-profit entities and religious institutions will not benefit from the district services.

5. Private Parking Lots and Vacant Lots

Because private parking lots and vacant lots do not have a commercial component, private parking lot and vacant lot parcels be assessed at a reduced rate commensurate to the benefits received as shown in the table above. This rate was developed based on the estimated benefit to private parking lot and vacant lot parcels, which do not have a commercial component – and therefore benefit to a lesser degree than commercial parcels. These parcels are prone to experience nuisance because they are open spaces and are not frequently visited by property owners. The ease of access and infrequent visitation by property owners contributes to nuisance issues. These parcels will benefit in that they will be cleaner and safe, but they benefit to a lesser degree than parcels occupied by commercial businesses.

6. Government- Owned Parcels

Under “The Right to Vote on Taxes Act” (also known as Proposition 218) all public parcels are required to pay assessments unless they can demonstrate by clear and convincing evidence that their parcels do not receive benefit. Parcels owned by the City of Turlock and other public entities will receive and benefit from all of the DTPBID’s services, therefore they will pay the full rate which is commensurate with their “fair share” of all assessments.

7. Non-Assessed Parcels

There are thirty-four (34) parcels within the DTPBID that will not be assessed. These parcels are neither commercial nor non-profit/religious parcels and will not specially benefit from or directly receive the DTPBID’s activities and improvements. These parcels are accounted for in the analysis of general benefit provided to non-assessed parcels within the DTPBID. These parcels have the following uses:

Property Tax Exempt Non-Profit: There is one (1) parcel within the DTPBID boundary that is property tax exempt non-profit. The District’s services are not designed to benefit tax-exempt private parcels, thus this parcels will neither be assessed or receive services.

Free Public Parking Lot Parcels: There are (10) parcels within the DTPBID boundary that are comprised of free public parking lot parcels. These parcels will only receive some of the maintenance services provided by the DTPBID. These parcels offer free public parking and are available for people who work, shop, and conduct business on the assessed parcels. The free parking serves as an incentive to retain and attract businesses to the area by providing consumer traffic to the DTPBID. Therefore, we consider any benefit that the free public parking lots receive from the DTPBID to be accounted for by their in-kind contribution to the DTPBID.

Single Family Residential Parcels: California Streets and Highways Code Section 36632(c) states, “Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and services funded through these assessments and shall not be subject

to any assessment pursuant to this part.” The primary purpose of the DTPBID is to benefit parcels with commercial and non-profit uses; services have not been designed to benefit and will not be provided to single family residential parcels. Therefore, parcels within the boundaries of the DTPBID to the extent that they are zoned for single-family residential uses shall not be assessed.

8. Changes in Data

It is the intent of this Plan and Engineer’s Report that each parcel included in the DTPBID can be clearly identified. Every effort has been made to ensure that all parcels included in the DTPBID are consistent in the boundary map and the assessment calculation table. However, if inconsistencies arise, the order of precedence shall be: 1) the assessment calculation table and 2) the boundary map.

If the parcel size, 1st floor building square footage, or type of a parcel changes during the term of this DTPBID, the assessment calculation may be modified accordingly.

Categorization Appeals

The category determined for each parcel is shown in Appendix 4. The use for each parcel is established at formation and may be updated upon each renewal. If a parcel owner believes their parcel has been mis-classified or has changed, they may appeal in writing to the City of Turlock for re-consideration. Appeals must be received by the City no later than June 1 of each year. Appeals must include the parcel number, current classification, requested classification, and the evidence upon which the appeal is based (for instance if a parcel is occupied by a retail store, but classified as commercial, a current photo of the retail store showing the building number). Appeals will not provide retroactive reductions.

Appeals should be made to:

Turlock Downtown Property Owners Association
115 South Golden State Boulevard
Turlock, CA 95380

C. Engineer’s Certification

I hereby certify, to the best of my knowledge and experience, that each of the identified assessed parcels located within the Downtown Turlock Property and Business Improvement District will receive a special benefit over and above the general benefits conferred and that the amount of the assessment is no greater than the proportional special benefits conferred on each parcel, as described in this Engineer’s Report.

Review of this Downtown Turlock Property and Business Improvement District Management District Plan and preparation of the Engineer’s Report was completed by:



Ross Peabody
State of California

July 7, 2023

Date

This Engineer’s Report is intended to be distributed as part of the Management District Plan in its entirety, including the Assessment Calculation Table (Appendix 3) and the Boundary Map. Reproduction and distribution of only Section VIII of this Management District Plan violates the intent of this stamp and signature.



APPENDIX 1 – MAXIMUM ANNUAL ASSESSMENT RATES

The table below illustrates the maximum annual assessment rate with the assumption that the rates will be increased annually up to five percent (5%) with approval of the Association. The maximum rates listed are a required disclosure and not the anticipated course of action.

Year	Maintenance	Marketing, Events, & Advocacy	Administration	Contingency/ Reserve	Total
2024	\$104,250	\$60,700	\$47,050	\$1,957	\$213,957
2025	\$109,463	\$63,735	\$49,403	\$2,055	\$224,656
2026	\$114,936	\$66,922	\$51,873	\$2,158	\$235,889
2027	\$120,682	\$70,268	\$54,466	\$2,265	\$247,681
2028	\$126,717	\$73,781	\$57,190	\$2,379	\$260,067
2029	\$133,052	\$77,470	\$60,049	\$2,498	\$273,069
2030	\$139,705	\$81,344	\$63,051	\$2,623	\$286,723
2031	\$146,690	\$85,411	\$66,204	\$2,754	\$301,059
2032	\$154,025	\$89,682	\$69,514	\$2,891	\$316,112
2033	\$161,726	\$94,166	\$72,990	\$3,036	\$331,918
Total	\$1,311,246	\$763,479	\$591,790	\$24,616	\$2,691,131



APPENDIX 2 – PBID LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 SUPPLEMENT ***
(ALL 2022 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

- (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
- (3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.



36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

(a) “Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) “Special benefit” also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district



A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the

same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn

in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.
- (7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

- (8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.
- (b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties

for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos



Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements, maintenance, and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes

additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 3 – MAP



APPENDIX 4- PARCEL ASSESSMENT CALCULATIONS

Map Key	APN	Parcel Type	Lot SqFt	Lot Rate	1st Floor BSF	1st Floor BSF Rate	Total Assessment
1	043-045-016-000	COM	27,878	0.10	22,731.60	0.36	\$10,971.18
2	043-045-017-000	COM	6,969	0.10	3,211.79	0.36	\$1,853.14
3	043-045-018-000	COM	3,484	0.10	3,588.02	0.36	\$1,640.09
4	043-045-019-000	VACANT	5,662	0.10	0.00	0.00	\$566.20
5	043-045-020-000	COM	15,245	0.10	14,854.36	0.36	\$6,872.07
6	061-016-003-000	COM	7,405	0.10	6,500.44	0.36	\$3,080.66
7	061-016-004-000	COM	6,969	0.10	4,049.36	0.36	\$2,154.67
8	061-016-005-000	COM	4,356	0.10	3,772.54	0.36	\$1,793.71
9	061-016-009-000	COM	12,632	0.10	12,916.87	0.36	\$5,913.27
10	061-016-018-000	COM	7,405	0.10	5,023.25	0.36	\$2,548.87
11	061-016-020-000	COM	4,791	0.10	6,165.24	0.36	\$2,698.59
12	061-016-021-000	COM	7,840	0.10	8,816.28	0.36	\$3,957.86
13	061-016-022-000	COM	7,405	0.10	7,344.14	0.36	\$3,384.39
14	061-016-023-000	COM	5,662	0.10	3,813.57	0.36	\$1,939.08
15	061-016-026-000	COM	14,374	0.10	8,479.02	0.36	\$4,489.85
16	061-016-027-000	COM	5,662	0.10	3,680.28	0.36	\$1,891.10
17	061-016-028-000	COM	8,712	0.10	8,898.29	0.36	\$4,074.59
18	061-016-040-000	VACANT	8,276	0.10	0.00	0.00	\$827.60
19	061-016-041-000	COM	7,405	0.10	5,894.60	0.36	\$2,862.55
20	061-016-042-000	COM	13,503	0.10	14,304.89	0.36	\$6,500.06
21	061-016-046-000	COM	24,829	0.10	15,092.21	0.36	\$7,916.10
22	061-016-047-000	COM	13,939	0.10	9,421.10	0.36	\$4,785.50
23	061-018-003-000	COM	11,325	0.10	11,933.75	0.36	\$5,428.65
24	061-018-006-000	TE	3,484	0.00	0.00	0.00	\$0.00
25	061-018-021-000	COM	8,712	0.10	8,648.14	0.36	\$3,984.53
26	061-018-027-000	COM	5,227	0.10	3,828.91	0.36	\$1,901.11
27	061-018-029-000	COM	22,215	0.10	2,275.84	0.36	\$3,040.80
28	061-018-032-000	COM	11,325	0.10	2,639.77	0.36	\$2,082.82
29	061-018-039-000	COM	25,700	0.10	11,942.97	0.36	\$6,869.47
30	061-018-040-000	COM	13,503	0.10	4,574.22	0.36	\$2,997.02
31	061-018-045-000	COM	33,541	0.10	3,947.84	0.36	\$4,775.32
32	061-018-047-000	COM	3,049	0.10	1,439.30	0.36	\$823.05
33	061-018-048-000	COM	6,969	0.10	4,061.66	0.36	\$2,159.10
34	061-018-050-000	COM	15,682	0.10	0.00	0.36	\$1,568.20
35	061-018-052-000	COM	5,663	0.10	5,997.10	0.36	\$2,725.26
36	061-025-007-000	COM	14,374	0.10	7,961.31	0.36	\$4,303.47
37	061-025-008-000	COM	6,970	0.10	2,460.35	0.36	\$1,582.73
38	061-025-009-000	COM	7,405	0.10	3,583.91	0.36	\$2,030.71



39	061-025-010-000	COM	7,405	0.10	3,299.98	0.36	\$1,928.49
40	061-025-011-000	COM	7,405	0.10	5,346.15	0.36	\$2,665.11
41	061-025-012-000	COM	12,632	0.10	8,480.00	0.36	\$4,316.00
42	061-025-014-000	COM	3,484	0.10	2,720.75	0.36	\$1,327.87
43	061-025-015-000	COM	10,890	0.10	7,073.54	0.36	\$3,635.48
44	061-025-016-000	COM	8,712	0.10	9,226.34	0.36	\$4,192.68
45	061-025-017-000	COM	12,196	0.10	5,997.10	0.36	\$3,378.56
46	061-025-018-000	PARKING	8,276	0.10	0.00	0.00	\$827.60
47	061-025-019-000	COM	3,920	0.10	984.14	0.36	\$746.29
48	061-025-028-000	PARKING	5,662	0.10	0.00	0.00	\$566.20
49	061-025-048-000	COM	8,712	0.10	8,082.25	0.36	\$3,780.81
50	061-025-051-000	COM	11,325	0.10	11,122.85	0.36	\$5,136.73
51	061-025-054-000	COM	16,552	0.10	8,918.78	0.36	\$4,865.96
52	061-025-056-000	COM	20,037	0.10	16,351.11	0.36	\$7,890.10
53	061-025-062-000	COM	14,810	0.10	14,927.16	0.36	\$6,854.78
54	061-028-019-000	COM	6,969	0.10	2,977.03	0.36	\$1,768.63
55	061-028-063-000	COM	51,400	0.10	15,034.81	0.36	\$10,552.53
56	043-045-009-000	CITYPARKING	9,345	0.00	0.00	0.00	\$0.00
57	061-016-001-000	CITYPARKING	17,215	0.00	0.00	0.00	\$0.00
58	061-016-002-000	PARKING	4,356	0.10	0.00	0.00	\$435.60
59	061-016-019-000	COM	6,534	0.10	4,459.42	0.36	\$2,258.79
60	061-016-029-000	CITYPARKING	8,774	0.00	0.00	0.00	\$0.00
61	061-016-035-000	CITYPARKING	20,562	0.00	0.00	0.00	\$0.00
62	061-016-039-000	CITYPARKING	13,503	0.00	0.00	0.00	\$0.00
63	061-018-031-000	CITYPARKING	14,612	0.00	0.00	0.00	\$0.00
64	061-025-029-000	CITYPARKING	20,360	0.00	0.00	0.00	\$0.00
65	061-025-052-000	CITYPARKING	18,676	0.00	0.00	0.00	\$0.00
66	043-045-008-000	CITYPARKING	9,927	0.00	0.00	0.00	\$0.00
67	061-018-019-000	BLUEZONE	4,791	0.05	0.00	0.18	\$239.55
68	061-018-020-000	CITYPARKING	20,944	0.00	0.00	0.00	\$0.00
69	061-025-053-000	BLUEZONE	11,325	0.05	0.00	0.18	\$566.25
70	061-016-043-000	BLUEZONE	19,602	0.05	13,965.00	0.18	\$3,493.80
71	061-016-030-000	BLUEZONE	8,712	0.05	2,000.00	0.18	\$795.60
72	061-016-031-000	BLUEZONE	2,613	0.05	2,500.00	0.18	\$580.65
73	061-016-032-000	BLUEZONE	2,613	0.05	3,000.00	0.18	\$670.65
74	061-016-033-000	BLUEZONE	2,613	0.05	1,830.00	0.18	\$460.05
75	061-016-034-000	BLUEZONE	14,810	0.05	9,644.00	0.18	\$2,476.42
76	061-018-010-000	BLUEZONE	3,484	0.05	2,480.00	0.18	\$620.60
77	061-018-011-000	BLUEZONE	7,840	0.05	8,000.00	0.18	\$1,832.00
78	061-018-009-000	BLUEZONE	3,484	0.05	3,510.00	0.18	\$806.00
79	061-025-047-000	BLUEZONE	5,662	0.05	3,962.00	0.18	\$996.26



80	061-025-045-000	BLUEZONE	1,742	0.05	1,047.00	0.18	\$275.56
81	061-025-046-000	BLUEZONE	3,484	0.05	1,816.00	0.18	\$501.08
82	061-016-013-000	BLUEZONE	13,503	0.05	11,566.00	0.18	\$2,757.03
83	061-016-012-000	BLUEZONE	9,583	0.05	1,584.00	0.18	\$764.27



APPENDIX 5– TOTAL ESTIMATED MAXIMUM COST OF IMPROVEMENTS, MAINTENANCE AND ACTIVITIES

The estimated maximum cost of the line items below was developed based on the estimated costs of providing services in the DTPBID. The costs below are estimated; the actual line item costs will fluctuate. The table below shows expenditures from assessment and non-assessed funds. Assessment funds are governed by Section VI. There is no limit on reallocation of non-assessment funds by the Owners’ Association. The total maximum budget may exceed the maximum listed in this table if parcel ownership changes result in parcels being assessed at a higher rate due to a higher estimated benefit.

Year	Maintenance	Marketing, Events & Advocacy	Administration	Contingency/ Reserve	Total
2024	\$111,809.50	\$64,462.70	\$50,279.52	\$2,091.33	\$228,643.05
2025	\$117,399.98	\$67,685.84	\$52,793.50	\$2,195.90	\$240,075.22
2026	\$123,269.98	\$71,070.13	\$55,433.18	\$2,305.70	\$252,078.99
2027	\$129,433.48	\$74,623.64	\$58,204.84	\$2,420.99	\$264,682.95
2028	\$135,905.15	\$78,354.82	\$61,115.08	\$2,542.04	\$277,917.09
2029	\$142,700.41	\$82,272.56	\$64,170.83	\$2,669.14	\$291,812.94
2030	\$149,835.43	\$86,386.19	\$67,379.37	\$2,802.60	\$306,403.59
2031	\$157,327.20	\$90,705.50	\$70,748.34	\$2,942.73	\$321,723.77
2032	\$165,193.56	\$95,240.78	\$74,285.76	\$3,089.87	\$337,809.97
2033	\$173,453.24	\$100,002.82	\$78,000.05	\$3,244.36	\$354,700.47
Total	\$1,406,327.93	\$810,804.98	\$632,410.47	\$26,304.66	\$2,875,848.04



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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-011-000	CHIN ROBERT A	415 EAST MAIN AVE	\$2,665.11
		Total Assessment:	\$2,665.11

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

 OWNER OR REPRESENTATIVE NAME (PRINTED)

 TITLE

 OWNER OR REPRESENTATIVE SIGNATURE

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-050-000	SONDENO DENIS LYNN	191 GOLDEN STATE BLVD	\$1,568.20
		Total Assessment:	\$1,568.20

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
043-045-019-000	GEORGE WILLIAM S	3RD & MARKET ST	\$566.20
		Total Assessment:	\$566.20

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-046-000	CALVARY CHAPEL OF TURLOCK INC	153 S BROADWAY	\$7,916.10
		Total Assessment:	\$7,916.10

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-010-000	BSF INVESTMENTS LLC	419 EAST MAIN ST	\$1,928.49
061-025-015-000	BSF INVESTMENT GROUP LLC	310 EAST MAIN ST	\$3,635.48
061-025-028-000	BSF INVESTMENT GROUP LLC	118 S THOR ST	\$566.20
		Total Assessment:	\$6,130.17

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
043-045-016-000	TURLOCK CITY OF	156 S BROADWAY	\$10,971.18
043-045-017-000	CITY OF TURLOCK	144 S BROADWAY	\$1,853.14
061-016-031-000	TURLOCK CITY OF	140 1ST ST	\$580.65
061-018-029-000	TURLOCK CITY OF	115 S GOLDEN STATE BLVD	\$3,040.80
Total Assessment:			\$16,445.77

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-026-000	THORESON TROY & DEOLINDA	118 WEST MAIN ST	\$4,489.85
		Total Assessment:	\$4,489.85

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-039-000	WOODS FAMILY LP	5 EAST MAIN ST	\$6,869.47
061-025-007-000	WOODS FAMILY LP	433 E MAIN ST	\$4,303.47
061-025-018-000	WOODS FAMILY LP	416 EAST MAIN AVE	\$827.60
		Total Assessment:	\$12,000.54

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-028-063-000	STANISLAUS PROPERTY HOLDINGS LLC	501 EAST MAIN AVE	\$10,552.53
		Total Assessment:	\$10,552.53

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-048-000	GONG ERNEST W CHANG TAI-LI	116 S CENTER ST	\$2,159.10
		Total Assessment:	\$2,159.10

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-040-000	STEVENS ROBERT L & KELLI L	111 N GOLDEN STATE BLVD	\$2,997.02
		Total Assessment:	\$2,997.02

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-047-000	STRIX HOLDINGS LLC	120 S CENTER ST	\$823.05
		Total Assessment:	\$823.05

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-002-000	BETHEL KENNETH	1ST ST	\$435.60
061-016-005-000	BETHEL KENNETH	117 WEST MAIN ST	\$1,793.71
061-018-003-000	BETHEL KENNETH	225 E MAIN ST	\$5,428.65
061-018-052-000	BETHEL JENNIFER D	220 E MAIN ST	\$2,725.26
Total Assessment:			\$10,383.22

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
043-045-020-000	MOLINARI THOMAS S & LUZ C	250 MARKET ST	\$6,872.07
		Total Assessment:	\$6,872.07

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-040-000	SANDOVAL CARLOS P	201 WEST MAIN ST	\$827.60
		Total Assessment:	\$827.60

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
043-045-018-000	PIERCE TIMOTHY L & DONNA K	132 S BROADWAY	\$1,640.09
		Total Assessment:	\$1,640.09

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-047-000	JAIME CELIA D	121 WEST MAIN ST	\$4,785.50
		Total Assessment:	\$4,785.50

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-008-000	MARTINEZ ANTONIO & ELSA P	431 EAST MAIN ST	\$1,582.73
		Total Assessment:	\$1,582.73

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-012-000	3W INVESTMENTS LLC	401 EAST MAIN AVE	\$4,316.00
061-025-014-000	WAHL GARY L	319 EAST MAIN ST	\$1,327.87
		Total Assessment:	\$5,643.87

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-051-000	CHAPMAN KAREN A	311 EAST MAIN ST	\$5,136.73
		Total Assessment:	\$5,136.73

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-019-000	REBENS DORF ALICE E	420 EAST MAIN ST	\$746.29
		Total Assessment:	\$746.29

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-027-000	FERNANDES DONALD R & ALTA	111 E MAIN AVE	\$1,901.11
		Total Assessment:	\$1,901.11

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-041-000	KIRKES & MANN ENTERPRISES	130 WEST MAIN ST	\$2,862.55
		Total Assessment:	\$2,862.55

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-017-000	MONFREDINI PROPERTIES LLC	402 E MAIN ST	\$3,378.56
		Total Assessment:	\$3,378.56

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-028-019-000	BOUCHER CHAD W	500 EAST MAIN ST	\$1,768.63
		Total Assessment:	\$1,768.63

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-018-000	DIAZ JOSE G	213 WEST MAIN ST	\$2,548.87
061-016-042-000	DIAZ JOSE G	213 WEST MAIN ST	\$6,500.06
		Total Assessment:	\$9,048.93

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-009-000	A & M VIERRA PROPERTIES LP	139 WEST MAIN ST	\$5,913.27
061-016-022-000	A & M VIERRA PROPERTIES	117 S BROADWAY	\$3,384.39
061-025-056-000	A & M VIERRA PROPERTIES LP	341 EAST MAIN ST	\$7,890.10
		Total Assessment:	\$17,187.76

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

OWNER OR REPRESENTATIVE NAME (PRINTED)

TITLE

OWNER OR REPRESENTATIVE SIGNATURE

DATE

**PETITION TO THE CITY OF TURLOCK
TO FORM THE TURLOCK PROPERTY AND
BUSINESS IMPROVEMENT DISTRICT**

We petition you to initiate special assessment proceedings to form a Property and Business Improvement District in accordance with the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., for the purpose of providing improvements and services described in the Management District Plan summary attached hereto as Exhibit A.

Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-004-000	LANDRY CARA	115 WEST MAIN ST	\$2,154.67
		Total Assessment:	\$2,154.67

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-023-000	DEL PUERTO PROPERTIES LLC	134 WEST MAIN ST	\$1,939.08
		Total Assessment:	\$1,939.08

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-016-000	TURLOCK MASONIC BLDG ASSN	320 EAST MAIN ST	\$4,192.68
		Total Assessment:	\$4,192.68

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-021-000	200 W MAIN TURLOCK LLC	200 WEST MAIN ST	\$3,957.86
061-016-028-000	100 W MAIN TURLOCK LLC	100 WEST MAIN ST	\$4,074.59
		Total Assessment:	\$8,032.45

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-020-000	MASACAJA HOLDINGS LLC	208 WEST MAIN ST	\$2,698.59
		Total Assessment:	\$2,698.59

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-003-000	CAMARA JOE & MARIA SILVINA	116 N 1ST ST	\$3,080.66
		Total Assessment:	\$3,080.66

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-048-000	FARMERS & MERCHANTS BANK OF CEN CAL	121 S CENTER ST	\$3,780.81
Total Assessment:			\$3,780.81

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-045-000	KREATIVE ENTERPRISES LLC	10 EAST MAIN ST	\$4,775.32
		Total Assessment:	\$4,775.32

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-054-000	JAUREGUY JOHN E & SHARON M	432 EAST MAIN ST	\$4,865.96
061-025-062-000	JAUREGUY JOHN E	300 E MAIN ST	\$6,854.78
		Total Assessment:	\$11,720.74

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-019-000	HORNING RICHARD N	231 WEST MAIN ST	\$2,258.79
		Total Assessment:	\$2,258.79

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-019-000	MODESTO COMMERCE BANK	134 S GOLDEN STATE BLVD	\$239.55
		Total Assessment:	\$239.55

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-053-000	GULLO HENRY J	137 N CENTER ST	\$566.25
		Total Assessment:	\$566.25

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-011-000	JAUREGUY JOHN E & SHARON M	138 S CENTER ST	\$1,832.00
		Total Assessment:	\$1,832.00

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-032-000	JOHNSON MICHELLE CAMAY-MAN	100 N GOLDEN STATE BLVD	\$2,082.82
		Total Assessment:	\$2,082.82

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-045-000	LITTLE KATHLEEN M	315 CRANE AVE	\$275.56
		Total Assessment:	\$275.56

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-030-000	AGUILAR FRANCISCO VALENCIA	132 1ST ST	\$795.60
		Total Assessment:	\$795.60

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-032-000	FRANCO RAMON LOPEZ	142 1ST ST	\$670.65
061-016-043-000	BSF INVESTMENT GROUP LLC	119 N BROADWAY	\$3,493.80
		Total Assessment:	\$4,164.45

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-009-000	LEONIS DAN	126 S CENTER ST	\$806.00
		Total Assessment:	\$806.00

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-047-000	BETHEL KENNETH	125 S CENTER ST	\$996.26
		Total Assessment:	\$996.26

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-033-000	REYNOSO MIGUEL R	144 1ST ST	\$460.05
		Total Assessment:	\$460.05

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-046-000	DABULEWICZ NATHAN DAVID & AMY MARIE	135 S CENTER ST	\$501.08
		Total Assessment:	\$501.08

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-010-000	ATHERTON SCOTT A & NANCY M	132 S CENTER ST	\$620.60
		Total Assessment:	\$620.60

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-034-000	MISSION LINEN SUPPLY	146 1ST ST	\$2,476.42
		Total Assessment:	\$2,476.42

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-013-000	PRASAD BINESHWAR BEN	124 N BROADWAY	\$2,757.03
		Total Assessment:	\$2,757.03

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-012-000	RODRIGUEZ MANUEL	28 LANDER AVE	\$764.27
		Total Assessment:	\$764.27

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-025-009-000	WILSON KENNY R & LISA MARIE	425 EAST MAIN ST	\$2,030.71
		Total Assessment:	\$2,030.71

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-016-027-000	TAMEY LOUISE	110 WEST MAIN ST	\$1,891.10
		Total Assessment:	\$1,891.10

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

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Assessor Parcel Number(s)	Owner of Record	Site Address	Assessment
061-018-021-000	BENEDICT TERESA	208 EAST MAIN ST	\$3,984.53
		Total Assessment:	\$3,984.53

The undersigned swears under penalty or perjury that the undersigned is the record owner of the parcel(s) identified above or is the authorized representative of the record owner.

OWNER OR REPRESENTATIVE NAME (PRINTED)

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AGREEMENT FOR SERVICES

This Agreement, dated [REDACTED], is by and between the City of Turlock, hereinafter referred to as the "City," and Turlock Downtown Property Owners Association (TDPOA), hereinafter referred to as "Contractor," collectively referred to as the "Parties."

RECITALS

A. On [REDACTED], the City Council adopted Resolution number [REDACTED], hereinafter the "Resolution," renewing the Downtown Turlock Property and Business Improvement District, hereinafter "DTPBID," in accordance with the provisions of the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., hereinafter the "1994 Law."

B. Contractor was designated in the Resolution and DTPBID Management District Plan as the Owners' Association in accordance with Streets and Highways Code section 36614.5.

C. Streets and Highways Code section 36651 requires the City contract with the Owners' Association for provision of DTPBID services.

D. Contractor is willing to provide services to the City on the terms and conditions set forth in this Agreement.

AGREEMENT

Now, therefore, the parties agree as follows:

1. **Engagement.** City hereby retains Contractor to provide the services described in Exhibit A, and Contractor accepts such engagement.
2. **Payment.** The City shall forward to Contractor all DTPBID assessment funds collected within thirty (30) days of collection. All such funds shall be used by Contractor solely to provide the services set forth in Exhibit A and for no other purpose.
3. **Term.** The term of this Agreement shall begin on January 1, 2024 and continue for an initial period of three (3) years. Following this initial three (3) year term the parties may exercise two (2) options to renew this Agreement, each for a duration of three (3) years, resulting in a maximum potential contract term of nine (9) years. In the event that the DTPBID is disestablished prior to the stated term, the effective date of DTPBID disestablishment shall serve as the termination date of this Agreement.
4. **Termination/Disestablishment.** The City has and reserves the right to suspend, terminate or abandon the execution of any work by Contractor upon adoption of a resolution disestablishing the DTPBID pursuant to the 1994 Law. Per the 1994 Law, such a resolution may only be adopted if (1) the City Council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the DTPBID and a noticed hearing on disestablishment is held, or (2) in the thirty

(30) day period following the anniversary of the DTPBID's formation, property owners paying fifty percent (50%) or more of the assessment file a written protest with the City and a hearing on disestablishment is held. Any retention of DTPBID revenues by Contractor shall comply with the 1994 Law.

5.

A. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the City, its City Council, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss there from, or to any violation of federal, state or municipal law or regulation, and (2) is caused by an adjudicated negligent act or omission, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The City may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

B. To the fullest extent permitted by law, the City shall hold harmless, defend and indemnify Contractor, its Board of Directors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss there from, or to any violation of federal, state or municipal law or regulation, and (2) is caused by an adjudicated negligent act or omission, or willful misconduct of City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor may participate in the defense of any such claim without relieving City of any obligation hereunder.

6. Insurance Coverage. During the Term, the Contractor 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. Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude City from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

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

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

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

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

E. **Additional Insurance Requirements.** Within five (5) days of the Effective Date, Contractor 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 Contractor 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 Contractor; (c) cover products and completed operations of Contractor, premises owned, occupied, or used by the Contractor, 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 Contractor'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.

7. **Independent Contractor.** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an Independent Contractor. Contractor is not the agent or employee of the City in any capacity whatsoever, and the City shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

A. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care,

hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind.

B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold City harmless from any and all liability which City may incur because of Contractor's failure to pay such amounts.

C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state Workers' Compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of City.

D. Contractor agrees to perform its work and functions at all times in strict accordance with all applicable federal, state, county and city laws, resolutions, regulations, titles, departmental procedures and currently approved methods and practices in the field; and that the sole interest of City is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with standards required by the City.

E. Notwithstanding the foregoing, if the City determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, City may upon two (2) week's written notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

8. Conformity with Law.

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, resolutions, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act.

9. Taxes. Payment of all applicable federal, state and local taxes shall be Contractor's sole responsibility.

10. Ownership of Documents.

A. All copyright and other use rights in any and all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) prepared by the Contractor or its consultants shall remain the property of the Contractor as instruments of service. However, Contractor understands and agrees City shall have free access to all such copyright and other use rights materials with the right to make and retain copies of all proposals, plans, specifications, designs, drawings, sketches, renderings,

models, reports and related documents, including computerized or electronic copies (together, "Documents and Materials"). Contractor hereby agrees to provide to a private, not-for-profit, successor to this Agreement all Documents and Materials.

B. Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by City to provide the same to any aforesaid successor. Contractor hereby grants the City and any assignee of the City an express royalty – free license to retain and use said Documents and Materials. The City's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

C. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the City harmless from any claims for infringement of patent or copyright arising out of such selection.

D. The City's rights under this Section shall not extend to any computer software used to create such Documents and Materials.

E. Contractor shall maintain all documents and records in accordance with the California Public Records Act, Government Code section 7920.000 et seq.

F. Contractor shall not utilize City's logo or other intellectual property without the prior written consent of City.

11. Conflicts of Interest. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with performance of services required under this Agreement.

12. Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective seven (7) mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

D. **Overnight Delivery:** When delivered by overnight delivery with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

E. **Electronic Mail:** When the recipient, by an email sent to the email address for the sender, acknowledges having received that email, with an automatic “read receipt” constituting acknowledgment of an email for purposes of this section.

F. **Addresses for purpose of giving notice are as follows:**

To City: Mail: 156 S. Broadway, Ste. 230 Turlock, CA 95380 Email: jchristel@turlock.ca.us	To Contractor: Mail: 115 South Golden State Boulevard Turlock, CA 95380 Email: director@turlockdowntown.com
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G. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

H. Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

13. Equal Employment Opportunity Practices Provisions. Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375 and supplemented I 45CFR, Part 60, Title VII of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

14. Compliance with Licensing Requirements. Contractor shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, and file copies of same with the City.

15. Audits and Records Access.

A. Contractor shall make available to the City, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement of DTPBID assessment funds, and shall furnish to the City, within thirty (30) days after examination,

its authorized agents, officers or employees such other evidence or information as the City may require with regard to any such expenditure or disbursement charged by Contractor.

B. Contractor shall maintain full and adequate records in accordance with City requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. Contractor shall comply with the California Public Records Act, Government Code section 7920.000 et seq.

C. Contractor shall not be required to conduct an annual audit. However, if the City has a reasonable basis to believe that expenditures have not been consistent with the DTPBID Management District Plan, the 1994 Law, or any other applicable laws, the City may request an audit of expenditures for the period in question.

16. Documents and Materials. Contractor shall maintain and make available to City for its inspection and use during the term of this Agreement, all Documents and Materials, defined as any and all documents, contracts, subcontracts, receipts, invoices, plans, collateral, advertisements and other paper or electronic writings and other materials used for the provision of services under this Agreement.

17. Time of Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

18. Choice of Law. This Agreement, and any dispute arising from the relationship between the parties hereto, shall be governed by the laws of the State of California. Any litigation arising out of or in connection to this Agreement shall be held in the County of Stanislaus.

19. Advertising or Publicity; City Intellectual Property. Contractor shall not use, reproduce or copy the seal of the City or any other intellectual property and shall not represent the City in an official capacity as spokesperson or officer or agent or use the name City of Turlock, or the names of the City's officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the City in each instance unless set forth in this Agreement. Nothing in this section prohibits Contractor from using the name "Downtown Turlock Property Business Improvement District" or "City of Turlock" for regional identification for promotion and marketing of the DTPBID.

20. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between City and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

21. Modification of Agreement. This Agreement may be supplemented, amended or modified only by mutual agreement of the parties; however, this Agreement shall be subject to any amendments to the

DTPBID Management District Plan adopted by the City Council pursuant to the 1994 Law. No supplement, amendment or modification of this Agreement, except for a duly adopted amendment to the DTPBID Management District Plan, shall be binding unless it is in writing and signed by authorized representatives of both parties.

22. Assurance of Performance. If at any time the City has good objective cause to believe Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete services as required by this Agreement, City may request from Contractor prompt written assurances of performance, and a written plan acceptable to City, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of City's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

23. Subcontracting/Assignment. Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the City's prior written approval.

A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

B. Contractor may use subcontractors to provide any portions of the service identified in Exhibit A without prior written consent of the City.

C. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

24. Survival. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation obligations regarding indemnification, ownership of documents, and conflict of interest, shall survive termination or expiration for two (2) years.

25. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

City of Turlock

Turlock Downtown Property Owners Association

By _____

By _____

(print name)

(print name)

Title: City Manager

Title: _____

Date: _____

Date: _____

City of Turlock

By _____

(print name)

Title: City Attorney

Date: _____

City of Turlock

By _____

(print name)

Title: City Clerk

Date: _____

EXHIBIT A

Scope of Services

Contractor shall provide the following services:

1. Contractor shall cooperate with City and City staff in the performance of all work hereunder.
2. Contractor will provide improvements, maintenance, and activities that benefit properties within the DTPBID in accordance with the DTPBID Management District Plan attached hereto and any subsequent amendments thereto.
3. City shall perform the following responsibilities:
 - a. **Public Right of Way.** The City of Turlock shall be responsible for the maintenance and replacement of the following items that are located in the Public Right of Way within the PBID.
 - i. In addition, the City will provide Twenty (20) hours of weekly maintenance work that include various maintenance activities such as:
 - Empty Trash Cans
 - Clean Benches
 - Clean Tree Wells
 - Maintenance and replacement of Tree Grates and Tree Wells
 - Maintenance and replacement of parking enforcement signage
 - ii. Tree Pruning: City (Public Works or contracted out) will take on Tree Pruning throughout Downtown District so that every tree gets pruned at least once every 3 years and maintained to the City standards. City will also be responsible for maintenance and replacement of dead or fallen trees.
 - iii. Light Poles: Maintenance and replacement of light posts, Electrical as needed throughout the year, Paint as needed. Within first 18 months, City (Municipal Services) will bring light poles up to standards (paint and electrical).
 - iv. Annual Pressure Washing: Annual pressure washing of sidewalks and benches.
 - b. **4th of July Parade.** City will continue to assist TDPOA in waiving fees in the annual 4th of July Parade. This may include but not limited to: Police, TCD Rental, maintenance set up, public notice, application fee and TCP Engineer review. TDPOA will meet with City Manager at least six (6) months prior to the event each year to determine which fees will be paid. TDPOA or the City reserves the right to cancel the event for that year if it is cost prohibitive for either organization.
 - c. **Parking Lots.** The TDPOA shall contribute funds annually to The City of Turlock parking lot fund in order to slurry seal and stripe the city owned parking lots located within the

PBID every 5 to 7 years. They City of Turlock shall be solely responsible for all construction and oversight of the parking lots which is beyond the scope of work for the TDPOA. The City shall notify the TDPOA 90 days prior to any construction within the parking lots in order to notify business and property owners within the district and allow them to coordinate any similar maintenance with contractor in order to encourage continuity in the district.

i. The fiscal year for the TDPOA is from July 1st to June 30th and is referenced below as “Year.” The payment schedule shall be as follows:

- 1. Year 1 - \$6,987.79
- 2. Year 2 - \$7,162.48
- 3. Year 3 - \$7,341.54
- 4. Year 4 - \$7,525.08
- 5. Year 5 - \$7,713.21
- 6. Year 6 - \$7,906.04
- 7. Year 7 - \$8,103.69
- 8. Year 8 - \$8,306.28
- 9. Year 9 - \$8,513.94
- 10. Year 10 - \$8,726.79

ii. The responsibility of the TDPOA shall be limited to the weekly maintenance within the planter areas of the city owned parking lots and the blowing of the parking lot area.

iii. In the event there is destruction by either a man-made or natural disaster it is the responsibility of the City of Turlock to repair or replace the damaged property including but not limited to; trees , trash enclosures, and curbs.

iv. The City of Turlock shall be responsible for staying in compliance with specific state and federal ADA regulations pertaining to parking lot signage and striping.

Remove and place under 4. Contractor responsibilities (The TDPOA would be responsible for all enclosures.

4. Contractor shall perform the following responsibilities:

a. **Landscape Contract.** The TDPOA shall negotiate and contract for the cleaning and maintenance of the landscape and hardscape included within the boundaries of the PBID as set forth in the plan.

i. The responsibility of the TDPOA shall be limited to the weekly maintenance within the planter areas of the city owned parking lots and the blowing of the parking lot area.

ii. The TDPOA will contract directly with “Helping Hands”, or other similar service provider for maintenance services with an annual cost not to exceed \$30,000 per year for the following Scope of Work:

- 1. Helping Hands Scope of Work to be provided (duties, activities, hours per week).
- 2. Helping Hands Contract to be attached.

*TDPOA will continue to contract with Helping Hands or similar service provider as long as the TDPOA is reimbursed by the City for this expense.

- iii. The TDPOA will be responsible for monitoring the irrigation system for the pots, plants, trees, etc.
 - b. **Events and Promotion.** This fund is dedicated to promoting the downtown PBID through community events such as Festival of Lights, 4th of July festival and through print and online promotion. It will also support a business owner's promotion committee and act as an advocate to downtown property owners, as well as individuals and groups exploring business opportunities or wishing to utilize downtown as a venue for their events.
 - c. **Administration, staff and office.** This fund will pay employee including payroll expenses and benefits. It will also pay for office space, basic office services, accounting expenses and liability insurance. This staff person will implement the Events and Promotion functions as well as coordinate the maintenance of downtown.
 - d. **Sidewalk Repairs.** The TDPOA will negotiate and contract for the repair of all sidewalks in the boundaries of the PBID assessment. This will include maintaining an ADA compliant sidewalk slope to all tree wells that may have raised due to tree roots, any slope that results to a grade greater than compliance would result in the city needing to maintain the trees, wells, and grates so that the TDPOA can remain ADA compliant.
 - e. **Dumpsters & Trash Enclosures.** The responsibilities of the TDPOA within the Dumpster and Trash Enclosure areas shall include but not limited to the following:
 - i. In the event a dumpster enclosure located within the city owned parking lot is not being used by a PBID business or property owner then the City of Turlock shall be responsible for keeping the enclosure clean, otherwise it is the responsibility of the occupant to maintain the cleanliness of the enclosures. Code enforcement shall enforce the dumpster enclosures that are used by business or property owners.
5. Contractor shall develop and maintain financial records related to receipt and/or expenditure of all funds received from City.

EXHIBIT B

Boundary Map



City Council Staff Report

August 8, 2023



From: Reagan M. Wilson, City Manager

Prepared by: Reagan M. Wilson, City Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion(s): Seeking City Council Direction on Four (4) Policy Decisions Related to the City's Cannabis Business Pilot Program.

2. SYNOPSIS:

The Cannabis Ad Hoc Committee submits to the City Council the attached memorandum requesting Council direction of four (4) policy matters necessary to finish the Committee's work.

3. DISCUSSION OF ISSUE:

Mayor Bublak appointed the Cannabis Ad Hoc Committee to review the City's cannabis business pilot program and recommend any changes to the program. The Committee is chaired by Councilmember Abrams and includes Councilmember Bixel and Planning Commissioners Matthew Davis and Jim Reape.

Extensive preliminary work was undertaken by Chairperson Abrams, City staff and HdL, the City's consultant on cannabis business and regulatory issues, on the issues that should be covered by the Ad Hoc Committee. After that preparation, the Committee held a noticed public meeting on June 29, 2023 to review the City's existing cannabis business program and ordinance. Six (6) policy areas were addressed at the meeting by HdL and City staff. Significant public input was received. The attached memorandum from the Committee presents its current findings to the City Council. Because staff did not want to provide repetitive materials to the City Council, staff suggests careful review of the memorandum from the Committee.

A consensus was reached on four (4) of the six (6) policy issues and the Committee is seeking Council direction on those. The remaining two (2) policy matters partly rely on the Council providing direction on the preliminary four (4) issues. Consequently, those are brought for Council deliberation and direction tonight. They are:

1. Status of the pilot program. The committee is recommending the program be continued permanently with appropriate amendments to the ordinance, including removing references to a "pilot" program.

2. Should the City allow new business types to operate? The committee felt the existing ordinance covering retail, cultivation, manufacturing, distribution and laboratory testing was adequate and new business types such as consumption lounges and cannabis special events should not be considered at this time.
3. Should the City maintain, increase, or decrease the number of retail licenses? The Committee recommends the number of retail licenses should remain at four (4).
4. Should the City set a cap on the number of non-retail licenses? The Committee feels the existing market approach is adequate and no cap is required on non-retail licenses for uses such as cultivation and manufacturing.

The two policy matters that will require additional deliberations are detailed in the memorandum and involve the advantages and disadvantages of utilizing development agreements, whether a cannabis tax measure should be pursued, and, finally, zoning and ordinance changes necessary to improve the program. These will require significant work by the Committee, City staff, and the consultant and the direction taken will be partly based upon the Council's decisions on items 1 through 4.

Staff seeks Council input and either informal guidance or formal votes on the four (4) issues to provide direction to the Committee's further work.

4. BASIS FOR RECOMMENDATION:

- A. Any change or modification to the current ordinance requires direction from the City Council.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact is unknown at this time

6. STAFF RECOMMENDATION:

Recommended Approval.

7. CITY MANAGER'S COMMENTS:

Recommended Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

Council could choose not to provide direction on items 1-4, however, this is not recommended as direction from the Council is required to make any changes or modifications to the cannabis program, ordinance, and related items.

10. ATTACHMENTS:

- A. Memorandum prepared by City Manager on behalf of Ad Hoc Committee with attachments



REAGAN M. WILSON
CITY MANAGER
rwilson@turlock.ca.us

OFFICE OF THE CITY MANAGER
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 EXT 1101 | FAX 209-668-5668

To: Mayor and Councilmembers
From: Cannabis Ad Hoc Committee
Prepared by: Reagan M. Wilson
Subject: Initial Report to City Council from Cannabis Ad Hoc Committee

Committee Members: Councilmember Cassandra Abram – Chair, Councilmember Kevin Bixel, Planning Commissioner Matthew Davis and Planning Commissioner Jim Reape

Supported by: Reagan Wilson - City Manager, George Petrulakis-City Attorney, and Katie Quintero - Development Services Director

The Cannabis Ad Hoc Committee held a meeting on June 29, 2023 to review the City’s existing cannabis business program and ordinance. Additionally, a presentation was made by the City’s cannabis consultant HdL that reviewed the business program and ordinance and laid out policy considerations. Data was provided on the existing market for cannabis activity. This included production, manufacturing, distribution, testing, microbusiness, and retail sales. Other cities were included in the review as well as the county. These were Atwater, Modesto, Merced, Patterson, Riverbank, and Stanislaus County.

Attachment One lists the cannabis businesses in the Turlock area. *Attachment Two* lists the Turlock legislative history of the cannabis ordinance in Turlock.

This program was established as a pilot program which allows for the activities shown on *Attachment Three*

As part of the program a Public Benefit Fee Structure for retail cannabis uses was established which included 5.25% of gross receipts or a monthly benefit fee starting at \$25,000 and increasing to \$45,000, at the end of month 49, whichever is larger.

This benefit amount has produced a total to date of \$3,594,036, averaging about \$1,200,000 per year. *Attachment Four* lists the fees from other municipalities in the Turlock region. As the chart shows, the fees range from 5% up to 15%.

Development Agreements are in combination with fees used to issue licenses to the businesses to operate in the City of Turlock.

The committee has recommendations for four of the six policy issues addressed at the meeting and are as follows:

1. Status of the pilot program.

The committee is recommending the program be continued permanently with the necessary amendments to the ordinance. Included will be removal of language in ordinances referencing a pilot program.

2. Should the City allow new business types to operate?

The committee felt the existing ordinance covering retail, cultivation, manufacturing, distribution and laboratory testing was adequate. The committee considered other business entities, such as non-storefront delivery businesses and consumption lounges, and business activities such as cannabis special events, however the committee does not recommend pursuing these additions to the City's cannabis program at this time. As the cannabis industry expands throughout the State, the City of Turlock may consider these other business types if future local market conditions support expansion.

3. Should the City maintain, increase, or decrease the number of retail licenses?

The committee recommends the number of retailers should remain at four (4).

4. Should the City set a cap on the number of non-retail licenses?

The committee feels the existing market approach is adequate and no cap is required on non-retail licenses.

Two of the six policy areas will be subject to additional review by the committee and are as follows:




5. Should the City continue utilizing Development Agreements to generate public benefit fee or transition to a cannabis business license tax?

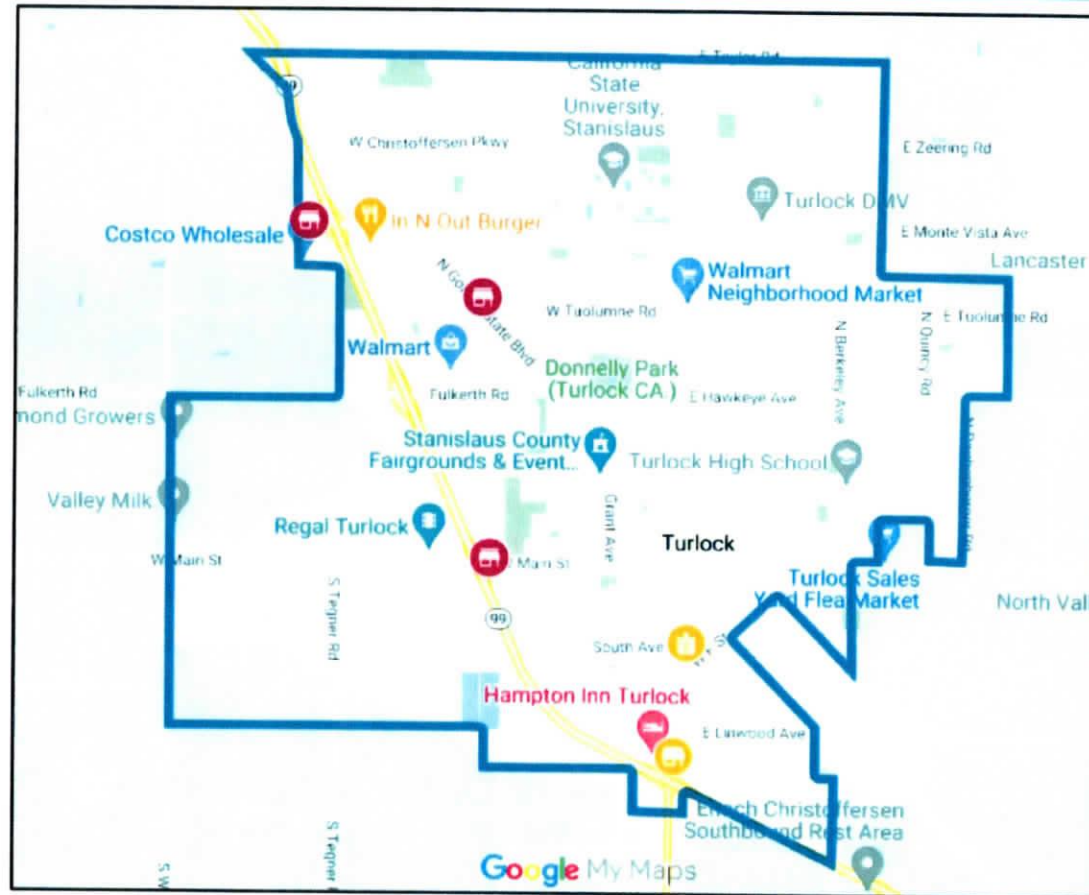
6. Should the City adjust the cannabis zoning requirements contained in the Development Agreement?

The committee will continue to investigate these two policy areas as they are related to each other. The committee will address the proper mechanism for assessment of fees and the appropriate rates. An increase in the business tax would require voter approval and must be put on the ballot for a General Election if it is a City Council sponsored initiative. In addition, the committee will continue to investigate whether the current zoning for retail cannabis businesses is appropriate as it relates the Downtown Overlay District and distances from sensitive uses areas.



CURRENT/PENDING CANNABIS BUSINESSES

-  CURRENT RETAIL
-  PENDING RETAIL
-  PENDING WHOLESALE





Cannabis Businesses in the Turlock Region

Active Cannabis Licenses in the Turlock Region								
City or Community	Cultivation	Nursery	Distributor	Mfg	Retailer	Micro-business	Testing	Total
Atwater	2	0	2	0	6	0	0	10
Ceres	1	0	3	1	1	0	0	6
Crow's Landing	0	0	0	0	1	0	0	1
Denair	0	0	0	0	1	0	0	1
Gustine	0	0	0	0	0	1	0	1
Merced	4	0	1	1	3	0	0	9
Modesto	8	3	7	3	13	1	0	35
Oakdale	0	0	0	1	2	0	0	3
Patterson	3	2	0	0	3	1	0	9
Riverbank	7	0	1	0	2	0	0	10
Stanislaus (Unincorp.)	2	1	2	0	1	0	0	6
Turlock	0	0	0	0	3	0	0	3
Waterford	0	0	0	0	1	0	0	1
Total	27	6	16	6	37	3	0	95

As of June 1, 2023. The number of licenses may not denote the number of businesses, as businesses may hold multiple licenses.



TURLOCK CANNABIS LEGISLATIVE HISTORY

- **November 2016** – California voters approve Proposition 64, the Adult Use of Marijuana Act (AUMA)
- **June 2017** – Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) signed into law
- **May 2018** – City Council appoints cannabis ad hoc committee
- **May 2019** – City approves Cannabis Business Pilot Program
- **June 2019** - City issues RFQ for Cannabis Business Pilot Program



CANNABIS BUSINESS PILOT PROGRAM SUMMARY

- Allows for retail, cultivation, manufacturing, distribution and testing
- Limit of 4 retailers; no limit on other business types
- All businesses required to enter into a Development Agreement
 - Each DA has a 5-year term
 - Includes public benefit fee
- All businesses required to obtain a Conditional Use Permit



PILOT PROGRAM – PUBLIC BENEFIT FEE

- Public benefit fee structure:
 - 5.25% gross receipts, OR
 - \$25,000 monthly fee (months 2-12), increasing to \$45,000 monthly (month 49+)
- Revenues received to-date:
 - *FY20/21 - \$1,156,315*
 - *FY21/22 - \$1,254,381*
 - *FY22/23 - \$1,183,340*
 - ***TOTAL = \$3,594,036***



Cannabis Taxes/Fees in the Turlock Region

Cannabis Taxes or Community Benefit Fees in Nearby Jurisdictions							
	Cultivation	Nursery	Retail	Manufacture	Distributor	Microbusiness	Testing
Atwater ¹	5.0%	N/A	5.0%	5.0%	5.0%	N/A	N/A
Ceres ²	5.0%	5.0%	5.0%	5.0%	5.0%	N/A	0.5%
Gustine ³	\$25/sf + 2.5%	N/A	8.0%	N/A	6.0%	N/A	N/A
Merced	2.5%	N/A	2.0% - 7.0%	\$2.50/sf	2.0%	N/A	\$0.0/sf
Modesto	2.5%	1.0%	8.0%	4.0%	2.5%	2.5% - 8.0%	1.5%
Oakdale ⁴	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Patterson ⁴	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Riverbank ⁴	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Stanislaus (Unincorp.)	\$5/sf - \$8/sf	\$1/sf	8.0%	8.0%	3.0%	N/A	2.5%
Turlock ⁵	5.25%	5.25%	5.25%	5.25%	5.25%	5.25%	5.25%
Waterford	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%

¹ Development agreement; Rate varies but generally around 5.0%.
² Development agreement; \$25,000/month or 5.0% of gross receipts, whichever is greater.
³ Development agreement; Cultivation \$25/sf plus 2.5% of gross receipts. Distribution 6.0%, retail 8.0% Estimated to generate \$500,000/year.
⁴ Maximum rate allowed by ordinance. The current rate was not available.
⁵ Development agreement; \$25,000/month or 5.25% of gross receipts, whichever is greater.

City Council Staff Report

August 8, 2023



From: Jason Hedden, Chief of Police

Prepared by: Amanda Fortado, Support Operations Manager

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approve the purchase of a sprinter van, property and evidence truck and two (2) unmarked vehicles with a purchase price not to exceed \$295,000 and appropriate funds from Fund 118 "Measure A" unassigned reserves to account number 118-20-210.48001_090 "Transfers Out Vehicle & Equip Replacement" and Fund 506 "Equipment Replacement" account number 506-00-000-213.38001_090 "Transfers In Vehicle & Equip Replacement" to be expensed from account 506-00-000-213.51020 "Equipment Replacement"

2. SYNOPSIS:

Approval to purchase four (4) vehicles for the Police Department to be funded by Measure A reserves.

3. DISCUSSION OF ISSUE:

As part of the initial budget meetings and augmentation requests for Fiscal Year 2023-2024, the Police Department included a request for a Sprinter Van, a Property and Evidence truck and four (4) unmarked vehicles to add to the fleet to support additional staff that was added during the City reorganization. As part of the budgetary discussions and during the review of the initial budget proposals at the April 25, 2023 City Council meeting, this request was not funded. It was determined that staff would reevaluate the request and present it to City Council at a future date.

The adopted budget for FY 23-24 includes a projection of sales tax revenue of \$14.9 million to Measure A. Fifty percent (50%) of these funds, approximately \$7.4 million, is allocated for non-roads expenses, such as public safety. The current reserve amount for Fund 118 "Measure A – General" is estimated at \$3.8 million.

After staff reevaluated the need of additional fleet, the Police Department is now requesting to purchase a Sprinter Van, a truck for the Property and Evidence unit and two (2) unmarked vehicles to support additional staffing funded by Measure A during the reorganization. The reduction by two (2) vehicles is a result of staff evaluating existing fleet options in order to be fiscally responsible in their request.

The Police Department Drone program has been a very effective crime prevention tool, enhancing safety for the community and police officers. Since the Drone program inception ten (10) months ago, the unit has been used more than fifty (50) times for various projects. The drone unit has aided officers in the arrest of suspects wanted for various crimes, and helps provide situational awareness. The Drone program also supports other City Departments including the Public Works Department to identify flooding on our roadways. A Sprinter Van equipped with video screens, radios, and other technology provides critical support not only for our Drone team, but Hostage Negotiators, and other divisions of the Police Department. This vehicle provides a place for equipment storage, charging stations, and infrastructure to relay important information into Dispatch and the Police Department. The Sheriff's Department has successfully deployed three (3) similar Sprinter Vans to support their staff in the field. The Sprinter Van has an estimated cost of \$125,000, which includes needed equipment.

The need for a truck for the Property and Evidence unit is to provide an available vehicle for staff to continue to transport purged property. Currently, staff is using vehicles from other work groups, when available. This option is becoming less viable as staffing increases and the availability of a vehicle from another workgroup is diminished. The unit consistently has a need to transport property, and moving forward will have an added responsibility of shell casing entries which will require out of city transportation. Having an assigned truck to the Property and Evidence unit provides a much more efficient work flow for staff. The estimated cost of a truck appropriate for this unit, fully equipped is \$40,000.

As a result of Measure A funding and the reorganization, additional staff was added to the Police Department. The Police Department is grateful for the resources that were provided through Measure A with added staff and equipment. The requested unmarked vehicles help improve efficiency and support a timely response to incidents within our community. The estimated cost of these vehicles is \$65,000 each and includes the vehicle purchase price and all necessary safety and emergency equipment.

4. BASIS FOR RECOMMENDATION:

- A. The addition of these vehicles to the police fleet enhances efficiency in the department and provides tools to further enhance safety in our community.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Funding not to exceed \$295,000 from Fund 118 "Measure A – General" reserves to be transferred to Fund 506 "Equipment Replacement."

Sprinter Van - \$125,000 (includes equipment)

Property and Evidence Truck - \$40,000 (includes equipment)

Two (2) unmarked vehicles - \$130,000 (\$65,000 per vehicle and equipment)

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council could decline this request; however, this is not recommended because these purchases provide additional tools to staff to enhance efficiencies in the department as well as additional safety measures to the community.

10. ATTACHMENTS:

A. Draft Resolution 2023-

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
 PURCHASE OF A SPRINTER VAN, }
 PROPERTY AND EVIDENCE TRUCK AND }
 TWO (2) UNMARKED VEHICLES WITH A }
 PURCHASE PRICE NOT TO EXCEED }
 \$295,000 AND APPROPRIATE FUNDS FROM }
 FUND 118 "MEASURE A" UNASSIGNED }
 RESERVES TO ACCOUNT NUMBER }
 118-20-210.48001_090 "TRANSFERS OUT }
 VEHICLE & EQUIP REPLACEMENT" AND }
 FUND 506 "EQUIPMENT REPLACEMENT" }
 ACCOUNT NUMBER 506-00-000-213.51020 }
 "EQUIPMENT REPLACEMENT" }
 _____ }

RESOLUTION NO. 2023-

WHEREAS, the purchase of a sprinter van, a truck and two (2) unmarked vehicles enhances efficiencies in the Police Department and provides tools to further enhance safety in the community; and

WHEREAS, the sprinter van, with an estimated cost of \$125,000 is being requested to provide critical support to the efforts of the Drone program, a program that has been extremely successful since it's inception ten (10) months ago, aiding in over fifty (50) various projects, providing situational awareness to officers and assisting other City Departments including Public Works to identify street flooding on our roadways; and

WHEREAS, the estimated cost of \$40,000 for a fully equipped truck would provide the Property and Evidence unit with an assigned vehicle for more timely transportation of purged property and more frequent out of city transportation related to shell casing entries; and

WHEREAS, the request of two (2) fully equipped unmarked vehicles, estimated to cost \$65,000 each, will help improve efficiency and support timely response to incidents in the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of a sprinter van, property and evidence truck and two (2) unmarked vehicles with a purchase price not to exceed \$295,000 and appropriate funds from Fund 118 "Measure A" unassigned reserves to account number 118-20-210.48001_090 "Transfers Out Vehicle & Equip Replacement" and Fund 506 "Equipment Replacement" account number 506-00-000-213.38001_090 "Transfers In Vehicle & Equip Replacement" to be expensed from account 506-00-000-213.51020 "Equipment Replacement."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of August, 2023, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Human Relations Department

We are Hiring!



Full-Time Career Opportunities

JOB TITLE	SALARY	DEADLINE
Account Clerk, Senior	\$4,222.00 - \$5,131.00 Monthly	Continuous
Emergency Services Dispatcher Trainee	\$4,864.00 - \$5,912.00 Monthly	Continuous
Firefighter	\$4,974.00 - \$6,045.00 Monthly	08/04/23 5:00PM
Police Officer I/II 	\$5,782.00 - \$8,134.00 Monthly	Continuous
Transit Analyst	\$7,256.00 - \$8,820.00 Monthly	08/11/23 5:00PM
Water Treatment Plant Operator, Senior (5 Vacancies) 	\$6,808.00 - \$8,276.00 Monthly	Continuous

Part-Time Career Opportunities

JOB TITLE	SALARY	DEADLINE
Part-Time Animal Services Rescue Coordinator 	\$18.00 Hourly	8/08/23 5:00PM
Part-Time Clerical	\$15.50 - \$18.00 Hourly	Continuous
Part-Time Grant Writer	\$20.00 - \$25.00 Hourly	Continuous
Part-Time Police Cadet	\$18.00 Hourly	08/04/23 5:00PM

For more information, visit <https://www.cityofturlock.org>

New Hires



**Emergency Services
Dispatcher Trainee**
Police Department



Maintenance Worker I
Public Works Department

Welcome to our Turlock team!

Employee Service Award Recipients



Thank you for your years of service! The City of Turlock values and appreciates all your hard work and dedication!



Upcoming Events



UCMERCED

**UC Merced Career &
Internship Fair
September 28, 2023**



CALIFORNIA STATE UNIVERSITY
Stanislaus

**Stanislaus State Career Fair
October 4, 2023**



**THE CITY OF TURLOCK
IS SEEKING INTERNS/VOLUNTEERS
TO JOIN OUR
M.V.P
PROGRAM**

Our Municipal Volunteer Partnership (M.V.P) program is designed to give students, adults, and seniors insight into employment opportunities and to enhance their educational and career goals.

**INTERNS/VOLUNTEERS POSSIBILITIES
IN THE FOLLOWING DEPARTMENTS:**

- City Attorney
- City Manager
- Human Relations
- Finance
- Public Works
- Municipal Services
- Development Services
- Economic Development
- Risk Management
- Police Administration
- Fire Administration

The City of Turlock's M.V.P program is more than just a volunteer/intern opportunity. It is a stepping stone toward the chance to work, explore and grow within the City of Turlock!

HOW TO APPLY?

Email the City of Turlock's Human Relations Department for an application and submit a copy of your resume and list of references.

Telephone: (209) 668-5150

Fax: (209) 668-5529

E-mail: HR@turlock.ca.us



Finance Department Monthly Report

August 8, 2023



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Reagan M. Wilson, City Manager

Staffing – The Finance Department is currently in the process of filling the following positions:

Billing: Finance Customer Service Supervisor
Account Clerk, Senior

Accounting: Accounts Payable Clerk

Staff is currently working on reallocation of duties within the Accounting department to create efficacies and strengthen controls.

Assessment Districts – Staff has continued to meet with Harris & Associates weekly basis to address

Fiscal Year 2020-2021 Audit – We have completed City’s Fiscal Year 2020-21 audit. This item will be coming to Council soon for action.

Fiscal Year 2021-2022 Audit – Auditors are currently reviewing information and have started their analysis and interim work.

New Policies – The reserve policy for the General Fund is in the process of being adopted. We will be drafting the Enterprise and Internal Services Fund policies in the coming months.

Procurement Policy – A weekly meeting has been established with MGT Consulting Group, LLC. The draft policy was received on June 7th and is current under review. With this policy update, staff is reviewing our travel and credit card policy as well.

Contract Executed by City Manager – The new ordinance changing the City Manager’s signing authority has be implemented as of June 8, 2023. The contracts executed within this authority for the month of July 2023 are identified below.

Request For Proposals – Staff are currently working on three Request For Proposals (RFP) for Debt Collection, User Fee Study, and Financials Auditors. The Debt Collection RFP closes August 7, 2023.

Pension – CalPERS has issued a preliminary investment return report for the fiscal year of 2022-2023. This preliminary report estimates a return of 5.8%, which is under the discount rate of 6.8%.

City Manager Approved Contracts Up To \$100,000					
Contract Number	Vendor Name	Description	Compensation Amount Not to Exceed	Effective Date	Department
<i>JULY</i>					
2024-17	Crimetek	Unarmed Private Security for Roger K. Fall Transit Center & Arch Gate (Fairgrounds)	\$ 73,000.00	7/1/2023	Public Works
2024-21	Jocelyn E. Roland, PhD	Psychological Services	\$ 60,000.00	7/1/2023	Fire
2024-9	DF Engineering, Inc.	On-Call Land Surveying Services	\$ 40,000.00	7/1/2023	Public Works
2023- 125	Advanced Mobility Group	20-023 Engineering & Traffic Survey Services	\$ 6,960.00	5/9/2023	Public Works
2024-10	GDR Engineering, Inc.	On-Call Land Surveying Services	\$ 40,000.00	7/1/2023	Public Works
2024-13	Community Housing & Shelter Services	Public Services through the Community Development Block Grant (CDBG) Program	\$ 80,000.00	7/1/2023	Housing

City Council Staff Update

August 8th, 2023



To: Mayor and Councilmembers

From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director, and Janelle Rodrigues, IT Staff
Services Assistant

Subject: City Website Upgrade, Training, Licensing, and Hardware Removal

For the month of July 2023, the Information Technology (IT) Division has the following to report:

City Website Upgrade

A draft document with the objectives, scope of services, and functional requirements for upgrading the City's website has been created and will be reviewed for approval by department Directors and the City's technology committee. This document includes design, content management, editing, hosting, and administration requirements. This document also includes required web services for business processes and engagement.

Enterprise Resource Planning (ERP) System Training

The City's Enterprise Resource Planning system vendor provided a user group training that was offered to City staff and surrounding Northern California agencies. This training covered topics on Finance, Accounting, Human Relations, Payroll, Utilities, and Technology. Information Technology staff collaborated with Finance and Human Relations staff to plan this training event as well as prepare conference rooms for the learning experience.

Software License Renewals and Upgrades

With the start of the new fiscal year, Information Technology staff assisted with the purchasing, acquisition, and implementation of new software licenses for various software solutions used within the City.

Obsolete Hardware

Information Technology staff decommissioned and dismantled obsolete technology hardware. This hardware was prepared for either electronic waste or surplus.

Municipal Services Department Monthly Report

August 8, 2023



WATER QUALITY CONTROL DIVISION

SAFETY

Monthly Safety Trainings			
Week	OSHA Safety Topic	Training Video	Craig Safety Handout
24	Four Seconds of Safety	https://www.youtube.com/watch?v=j7XE_ssxA6I	Four Seconds of Safety
25	Eye Safety	https://www.youtube.com/watch?v=WTBxoZmAqIc	Eye Safety 05152023
26	Hydration & Heat Illness	https://www.youtube.com/watch?v=USfvGh6N5us	Hydration 2023 & Heat Illness Prevention 2023
27	What Causes Accidents – Preventing Accidents & Injuries	https://www.youtube.com/watch?v=dBf6BTX1bmM	-

June Safety Inspection to be completed by: Operations

Employee assigned to the inspection: __

DIVISION UPDATES

LABORATORY

Highlights

- WIMS/Rio – Staff continue to update variables and build reports on WIMS, the information management software, as well as Rio, the data collection software that interfaces with WIMS. All field data collected by Operations staff is going directly into the Rio mobile app without requiring transfer from pen and paper. The majority of the lab data generated by Laboratory staff is also being input into WIMS. ECI staff are in the process of creating Rio spreadsheets in order to begin utilizing the software for tracking industrial data, and will begin using WIMS once the Pretreatment facility is fully set up in WIMS. WQC staff recently met with AQI staff in a “kickoff” session to discuss goals and needs for the new WIMS Pretreatment facility. Utilities staff have joined Rio as field testing requirements have come more to the forefront. The goal of using Rio for all divisions is to streamline the data collection and reporting process while enhancing traceability.

- Healthy Central Valley Together SARS-CoV-2 (COVID) wastewater testing – COVID wastewater surveillance testing continues (see attachments for the last 6 weeks results). Sample analysis and surveillance is conducted by the WastewaterSCAN program. Samples are collected 3 times a week and taken by courier to Verily lab for analysis. Samples are also analyzed for other infectious disease targets such as RSV, Influenza A & B, and Norovirus.
- UCMR5 sampling – The United States Environmental Protection Agency (EPA) is mandated by the Safe Drinking Water Act (SDWA) to publish a list of candidate contaminants being considered for regulation every five years. This list is referred to as the Candidate Contaminant List (CCL). Candidates on this list pose a human health risk and are either known or suspected to occur in public water supplies, but if insufficient occurrence data exist and regulation seems probable, candidate contaminants can be added to the list of constituents monitored under the Unregulated Contaminant Monitoring Rule (UCMR). Every five years, EPA identifies a list of these priority unregulated contaminants to be monitored under the UCMR to generate nationally representative drinking water occurrence data that will inform the establishment of future regulations. The fifth UCMR (UCMR5) was published on December 27, 2021 and requires all public water systems serving at least 3,300 customers to collect four samples at three-month intervals for 29 perfluoroalkyl substances (PFAS) compounds and lithium between 2023 and 2025 (surface water or mixed SW/GW systems) or collect two samples at 5 to 7-month intervals (groundwater systems). City Lab staff and Utilities staff completed the second of two UCMR5 sampling events at 5 wells that serve the distribution system in June; the first was completed in January.
- Disinfection Byproduct (DBP) Rule quarterly sampling - DBP monitoring for the City of Turlock consists of ozonation and chlorination related disinfectants and disinfection byproducts. The chlorination related parameters are chlorine residual, five regulated haloacetic acids (HAA5), and total trihalomethanes (TTHM) (four regulated trihalomethanes). Chlorine residuals must be monitored at the same time and location with coliform samples. HAA5 and TTHM are monitored at selected sites in the distribution system on a quarterly basis. As water travels through the distribution system, chlorine applied at the well sites and the plant continues to react with the organic matter present in the water and pipeline deposits to form DBPs. Factors impacting DBP formation include the amount and characteristics of the organic matter available, applied chlorine dose and residual level, residence time, water temperature, and water chemistry such as pH and concentration of halides. Higher DBP formation tends to occur with increasing concentration of organic matter, temperature, and residence time. Additionally, since the Stanislaus Regional Water Authority's (SRWA) water treatment plant will include ozonation treatment, bromate monitoring is required at the point of entry. This monitoring is completed by the SRWA once the water treatment plant comes on line and begins providing treated surface water to the distribution system.

- Order 2022-0001-DDW PFAS sampling – The Department of Drinking Water (DDW) had issued an order requiring that two wells serving the distribution system be sampled quarterly for PFAS in 2023. The City was able to obtain a waiver from the State reducing the requirement for PFAS sampling down to once every 3 years for the two wells listed in the executive order because all of samples from the first two quarterly monitoring events yielded nondetect results.
- Lead and Copper sampling – The Lead and Copper Rule requires monitoring at consumers’ taps to identify levels of lead in drinking water that may result from corrosion of lead-bearing components in a public water system’s distribution system or in household plumbing. These samples held assess the need for, or the effectiveness of, corrosion control treatment. The City is required to collect 60 samples twice a year from volunteer participants due to the upcoming introduction of chlorination to the drinking water system. Approximately half of the 60 required samples were collected prior to citywide chlorination starting in May, and the other half were collected after citywide chlorination began. Bottles with instruction letters were distributed to volunteers in early January and again in June, and as samples were collected, volunteers called and had them picked up by City staff. Samples were then taken to a contract lab for analysis. Volunteers are mailed their results once available.
- Monthly compliance effluent sampling events were completed, along with the second quarter chronic and acute bioassay sampling events.

Monthly Lab Analysis										
Type	Wastewater		Drinking Water		New Construction		Industry		Liquid Waste Hauler	
Week	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses
24	104	963	43	65	4	14	37	402	5	25
25	103	1095	24	37	0	0	18	185	2	10
26	97	867	23	43	0	0	19	158	3	15
27	105	977	25	45	4	14	5	52	5	25
Totals	409	3902	115	190	8	28	79	797	15	75
Comments	<ul style="list-style-type: none"> • Bioassay - Chronic and Sulfite sampling events – Week 26 & 27 • Sentinel Monitoring – Weekly • Monthly Well Bac-Ts – Week 24 & 27 									

Monthly Trainings, Webinars, & Meetings	
Week	Topic
24	<ul style="list-style-type: none"> • Supervisor/Manager: Sexual Harassment Prevention in the Workplace Training (in person) • Webinar training by Eurofins: Low Level Mercury Sample Collection and Analysis • Webinar training: Getting Started With Connecteam
25	<ul style="list-style-type: none"> • Active shooter training (in person) • Webinars: Aquatics Academy • Confluence Distribution Health Check
26	<ul style="list-style-type: none"> • On Demand: Laboratory Annual Ethics and Integrity Training • Diane Lawver on-demand training: 2023-2024 Annual Ethics & Integrity Training
27	<ul style="list-style-type: none"> • RCAC Webinar: Public Notification: Your Customers Have the Right to Know (California) 062723-10

ENVIRONMENTAL COMPLIANCE

- ECI staff collected 72 SIU and 2 non-SIU samples which were brought to the lab for analysis (pH, EC, TDS, TSS, & BOD).
- Staff worked on developing Rio locations, parameters, and worksheets to be used to streamline the collection and entry of data in the future for the pretreatment program.
- Staff collected 15 liquid waste hauler (LWH) samples which were brought to the lab for analysis (pH, EC, TDS, total solids, volatile solids).
- 1 NOV issued.

Monthly Environmental Compliance Totals						
Type	Inspections/Site Visits	Grease Interceptors	pH Compliance/ Calibrations	Predevelopment/ Planning/ Meetings	Data Entry/Reports	Maintenance/ Cleaning
Totals	8	2	23	27	83	37

ATTACHMENTS

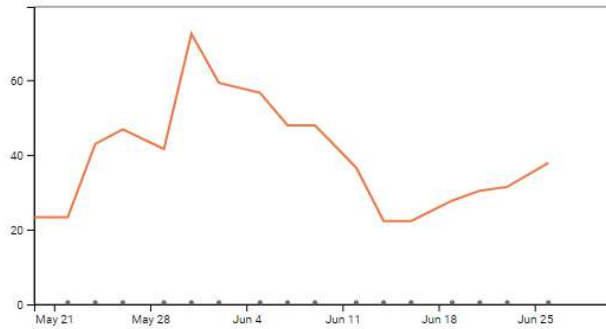
Turlock, CA

Turlock Regional Water Quality Control Facility
 Stanislaus County
 Population served: 86,000

Last 6 weeks

SARS-CoV-2

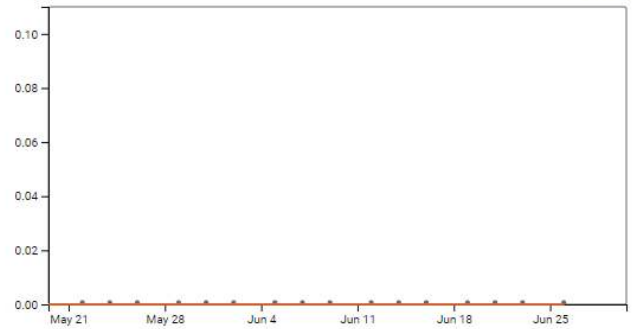
[Detail >](#)



- Sample collected
- N Gene - all variants

Influenza

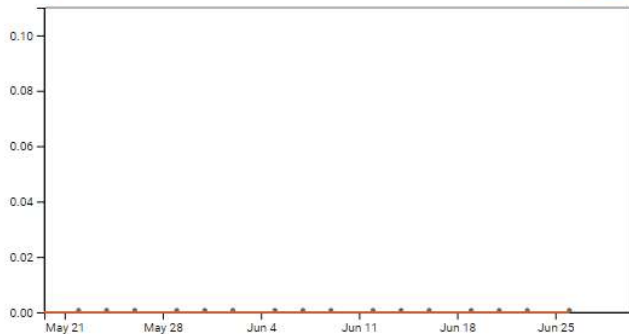
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- Sample collected
- Influenza A

Respiratory syncytial virus (RSV)

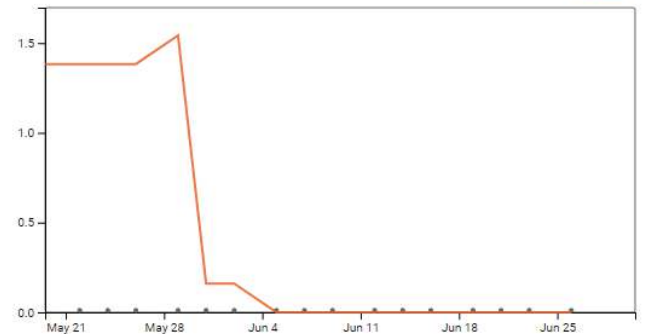
[Detail >](#)



- Sample collected
- RSV

Human Metapneumovirus

[Detail >](#)



- Sample collected
- Human Metapneumovirus

Mpox

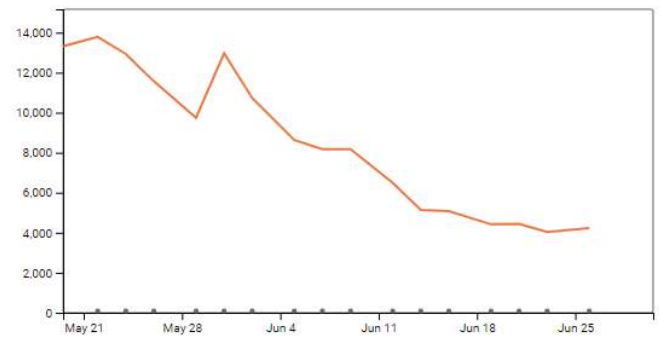
[Detail >](#)



Level: ■ Not detected ■ Low ■ High

Norovirus

[Detail >](#)



- Sample collected
- Norovirus

WATER TREATMENT PLANT – SRWA

DIVISION UPDATES

The Water Treatment Plant – Stanislaus Regional Water Authority (SRWA) Staff focus is onboarding staff while in construction; including review plans, identifying potential issues with design, budget, establishing procedures, procuring vehicles, equipment, tools, programs, materials, supplies, safety training, etc.

Highlights

- Safety Training:
 - Fall Protection
 - Hazwoper
 - Lock Out Tag Out (LOTO)
- Turlock City Council
 - Approved purchase of an electric forklift, for use by City staff at the new SRWA water treatment facility, from Holt of California, under Sourcewell Cooperative Purchasing agreement contract 091520-MCF
 - Approved updates to revisions to the job descriptions for Water Treatment Plant Operator, Senior; Water Treatment Plant Operator II; Water Treatment Plant Operator I; SRWA General Manager
 - Approved revisions to the job descriptions for Water Treatment Plant Operator I; Water Treatment Plant Operator II; and Water Treatment Plant Operator, Senior defining the Certification Requirements for Distribution and Treatment, following conversation with DDW, City of Turlock legal counsel and review of regulations
- Permitting
 - Permit to Operate – application submitted to DDW for review
- Staff assisting with construction via SCADA, controlling various processes of the plant
- Construction:
 - Figure 1: Raw Water Pump Station – Pipes painted and supported
 - Figure 2: Admin Building – installing ceiling tile and lighting, painting, installing wall tile in bathrooms, installing carpet in offices
 - Figure 3: Chemical – Lime Silo – process piping for lime silo
 - Figure 4: Chemical Building - insulating piping, installing electrical
 - Figure 5: Finished Water Pump Station (FWPS)– troubleshooting vertical turbine pumps, installing HVAC ductwork
 - Figure 6: Site – placing base rock and compacting roadways, prepping for asphalt paving (planned for early August)

FIGURES

Figure 1: Raw Water Pump Station



Figure 2: Admin Building – Laboratory



Figure 3: Chemical – Lime Silo



Figure 4: Chemical Building



Figure 5: FWPS – Troubleshooting Vertical Pumps



Figure 6: Site – Road Base Curb and Gutter



UTILITIES DIVISION

WATER	TOTALS
Water leaks	10
Water taps/New service	6
Meter replacements/installs	44
Meters repaired	9
Well checks for 16 operational wells	16
Well checks for 9 off line wells	9
Well checks for 6 irrigation wells	6
3 Storage water tanks checked	24
City bac-t samples collected	103
Manual meter reads for finance	1,899
Cross Conn./Occupancy Inspections	8

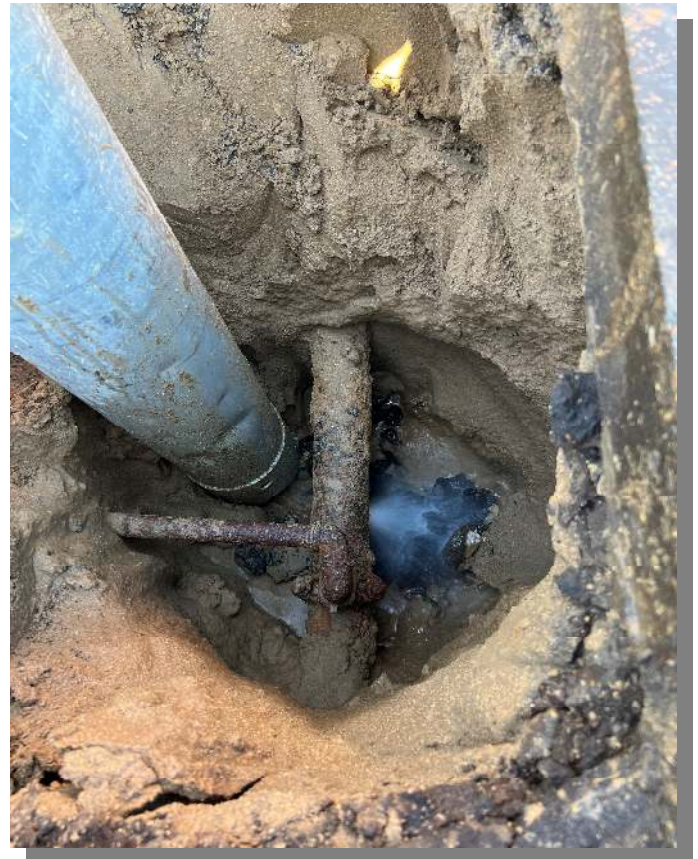
SEWER	TOTALS
Total sewer footage cleaned	16,160 FT
Sewer plugs	8
Sewer lift stations cleaned	13
Clean outs installed	6
Sewer main repairs	1

STORM	TOTALS
Catch basins cleaned	1
Storm pumps checked	24

Installed a clean out and replaced the old clay sewer lateral with new SDR lateral on Center St.



Repaired a 4-inch steel water main that was pushing water up through the asphalt on Park St.





Repaired a water main leak that was causing water to come up from the asphalt on E. Linwood Ave.

Water line valve leak on Flower Street which resulted in reducing the 8-inch valve with a 6-inch valve.



REGULATORY AFFAIRS

Solid Waste:

- Turlock Scavenger
 - Municipal Code Changes to 6-3 approved at first hearing.
 - Second hearing approved on July 11, 2023.
 - Corrective Action Plan (CAP) report submitted
 - Pending item Container minimization/Route Review tasks.
 - Due Date 12/2023
- RA team working on procurement Calculation tool to meet procurement target.
 - RA team will submit 2023 EAR by October 2023.

Water:

- System Wide Chlorination Messaging
 - Utility Bill insert - August 10, 2023.
 - TCP – DDW compliance Q3 signed
 - Utility Bill insert - August 10, 2023.
 - LCR Program
 - Team sending out result letter(s) and preparing State Compliance reports.
 - System Improvements
 - RA working with Carollo Engineering on Terminal Tank and booster pump Permit amendment
 - Carollo team completed well capacity hydraulic model.
 - Carollo team will update System Improvement Technical Report.
 - Final Hydraulic model will be used to complete DDW CAP.
 - Well 08 -TCP lab samples show breakthrough at effluent.
 - Operations working on valve seals to eliminate breakthrough through during sampling.
 - Well 38 – Working with operations and lab team.
 - Finalizing operation plan, monthly reports, and daily log report.
 - DDW Meeting
 - Met on July 18, 2023 – Reviewed current status of Water system and the importance to submit CAP w/ schedule for 123 TCP plan on affected wells.
 - DDW expressed Great Urgency to comply with 123 TCP wellhead treatment.
 - Corrective Action Plan (CAP) report
 - Wood Rodgers requested 2-3 weeks to complete Technical Memorandum.
 - RA called DDW and requested an extension.
 - Extension Granted.

WQC

- CASQA/SJVWQP
 - City of Turlock hosting Annual Training in Fall 2023.
 - No update

- EAR – Working with Condor to determine which Track (1 or 2) to follow for Trash Capture Devices
 - Start July 2023.
 - Team sending out emails to gather ear information for submittal.

Finance:

- Waiting on Finance for final purchasing policy to incorporate SB1383 and compost procurement updates.

Grants:

- Proposition 1 Grant
 - Met with the State after we submitted all items for negotiations.
 - Negotiations will continue, Grant manager will schedule next meeting.
 - Provost and Prichard will meet with Finance Director to discuss procurement process.
- Working with West Yost on Emerging contaminants Grant Application.
 - RFQ was awarded to West Yost
 - Team entering contact into Executime and creating PO.

Outreach/Education/Social Media Ad's:

- Public Information/Outreach:
 - System wide chlorine messaging.
 - SB 1383 messaging.
 - Conservation messaging.
 - Working with Salena on SWRA messaging.
 - Oil/Fats/Grease Sewer messaging.
- Training
 - No Updates

Organic Metrics:

- Please see PDF attachment.




SB 1383 Organics Regional Outreach Campaign METRICS SUMMARY

Metrics



Facebook & Instagram

Impressions: **123,615**
 Reach: **71,724**
 Frequency: **1.72**
 Male: **54%**
 Female: **46%**
 Facebook: **59%**
 Instagram: **41%**



Twitter

Impressions: **13,441**
 Engagements: **98**
 Clicks: **101**
 Male: **42%**
 Female: **58%**



Google Ads

Impressions: **551,197**
 Clicks: **595**
 Male: **57%**
 Female: **43%**
 Mobile Phones: **58%**
 Computers: **37%**
 Tablets: **5%**



Campaign Flight

May — June 2023

Target Area

City of Turlock, California

Platforms

Facebook, Instagram,
 Google Ads, and Twitter



Total impressions:

688,253



**ORGANIC
 WASTE**





PUBLIC WORKS

ENGINEERING | MAINTENANCE
RECREATION | FLEET | TRANSIT

CITY MANAGER'S MONTHLY REPORT

July 2023

CONGRATULATIONS TO THE FOLLOWING EMPLOYEES WHO RECEIVED PROMOTIONS THIS MONTH:

KELLY APOLINARIO, STAFF SERVICES ANALYST

RONDALD DURAN, MAINTENANCE WORKER I

JUSTIN BIZZACK, MAINTENANCE WORKER I

ENGINEERING CAPITAL PROJECTS

CITY PROJECT 20-002 "SOUTHWEST QUADRANT ROAD REHABILITATION"

The contractor, George Reed Inc, began working on July 10th. The project scope includes road rehabilitation on five roads, access ramps, and infill curb, gutter, and sidewalk.

In Photo 1, contractor is grading for new pedestrian access ramp at Alaska Avenue and Flower Street.



Photo 1

In Photo 2, contractor is grading for new infill curb, gutter, and sidewalk on Florence Street.



Photo 2

ROADS PROGRAM

Construction work on Wayside Drive has been completed. Notice of Completion (NOC) will be presented to the Council in the near future.

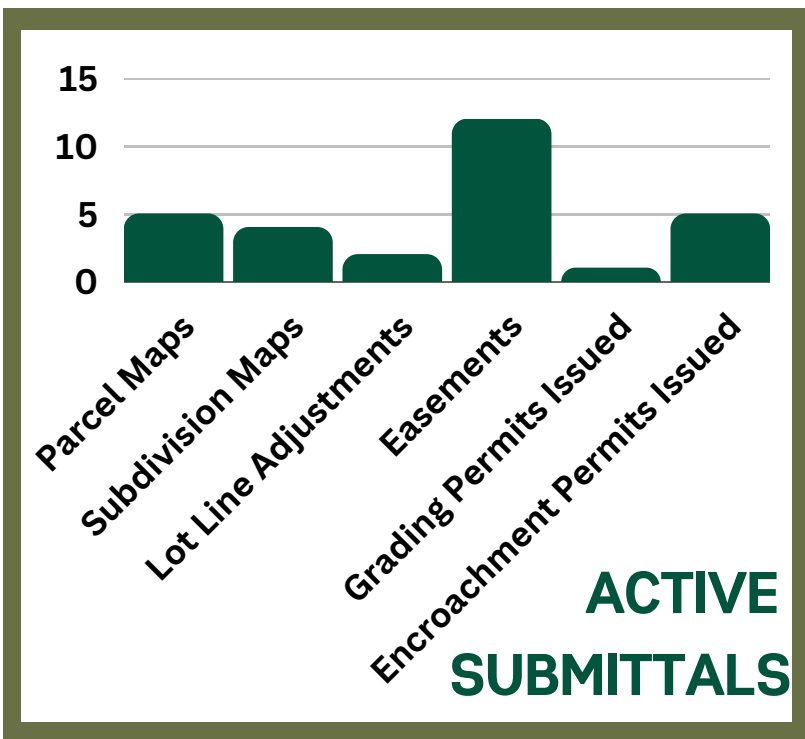
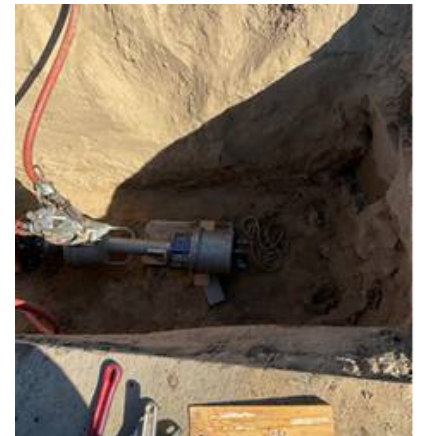
Cal Valley Construction, Inc. continues to work on Bid Package 1 (13 Streets) and Bid Package 3 (Fosberg Road). Fosberg Road grinding and paving operations are anticipated to start by the end of July.



CAPITAL PROJECTS, CONT'D

CITY PROJECT 22-026 "ARMORY UTILITY EXTENSIONS"

The contractor, Dynamic Underground Services, started construction on July 20th. The goal is to complete the project before August 9th so as to not interfere with two other City projects (CP 20-002 "Southwest Quadrant Road Rehab" and CP 22-001 from the Roads Program). The scope of work includes installation of water services, sewer laterals, sewer main, a new fire hydrant, and sewer manhole and other associated work on Flower Street and Alaska Street. In the pictures below, a trench has been dug out by the contractor for our City crews to do a hot tap (carefully cutting a 2-inch hole into the water main line) to eventually have the City connect pipes leading to the armory building.



LAND DEVELOPMENT

DEVELOPMENT PROJECTS

Improvement Plans In Review: **16**

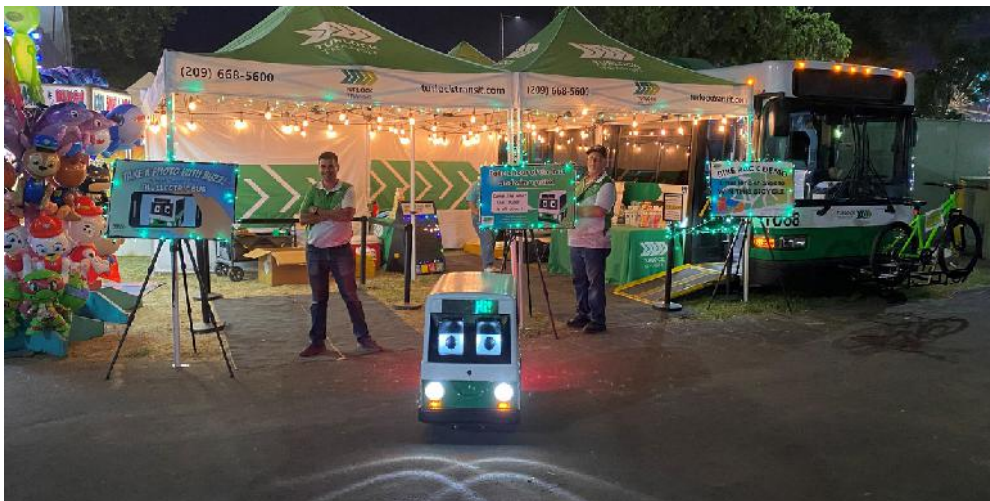
Approved, but pending other City requirements: **26**



TRANSIT

During the recent Stanislaus County Fair Turlock Transit provided:

- Free, air conditioned Fair Shuttles each day of the Fair operating <10 min. frequency. We provided just shy of 3,479 trips on this Shuttle over the duration of the Fair, with nearly 800 of those trips on the 1st Sunday alone;
- 1,800 bottles of cold water to Fair attendees boarding the Fair Shuttle at the Transit Center;
- Coupons for \$2 off the cost of an adult Fair entry were offered to all Shuttle riders;
- Extended operating days (Sundays) and hours (running until midnight) for all fixed route and paratransit services. We provided 7,438 trips across all seven routes (not including the Fair Shuttle)
- Additional service on Route 2, resulting in 15-min frequency to those opting to use the Fair's Park-n-Ride location at Stan State as part of their trip.
- A bicycle to lucky winner of a random drawing after attendees demonstrated their ability to load and unload a bike on a bike rack at the Fair.
- An introduction to Buzz, Turlock Transit's remote-controlled mascot bus, to all Fair attendees.



TRANSIT, CONT'D

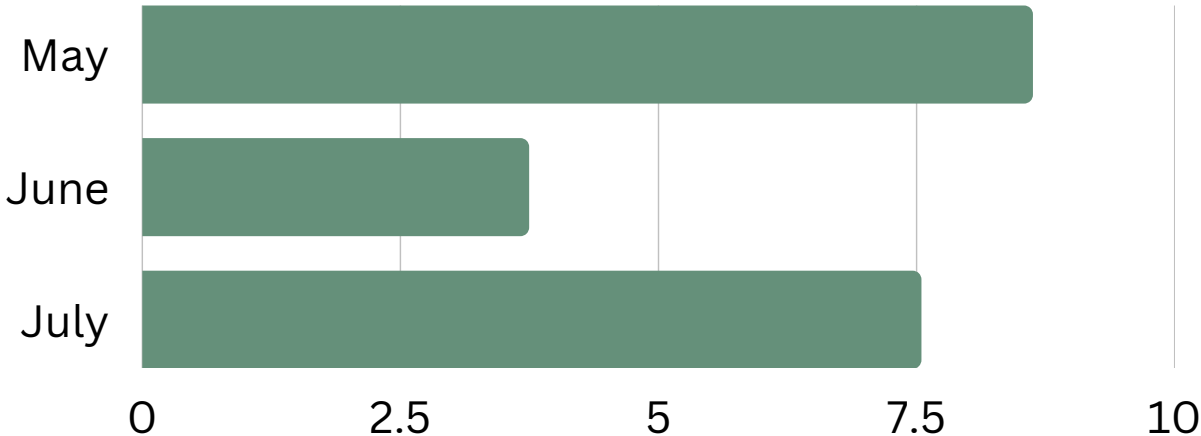
On July 27, 2023, Turlock Transit sponsored a free pool day operated by City Recreation staff at Pitman High School. Transit staff interacted with community members, distributed promotional items and utilized Buzz to interact with kids. There were 131 adults and kids that arrived, as well as 40 kids from the on-site summer camp, for a total of 171 attendees... the largest turnout of the summer on a single day.



On July 30, 2023, Stanislaus Regional Transit Authority (StanRTA) buses will begin stopping off-site at the Transit Center, along Del's Ln., instead of at their normal bus bays on-site. This change is to address on-going issues with oil leaks that have created a safety hazard, as well as administrative and maintenance impacts. City and StanRTA staff continue to work together to resolve this issue with the goal of StanRTA's return on-site. City staff are assisting with directional signage in the meantime.

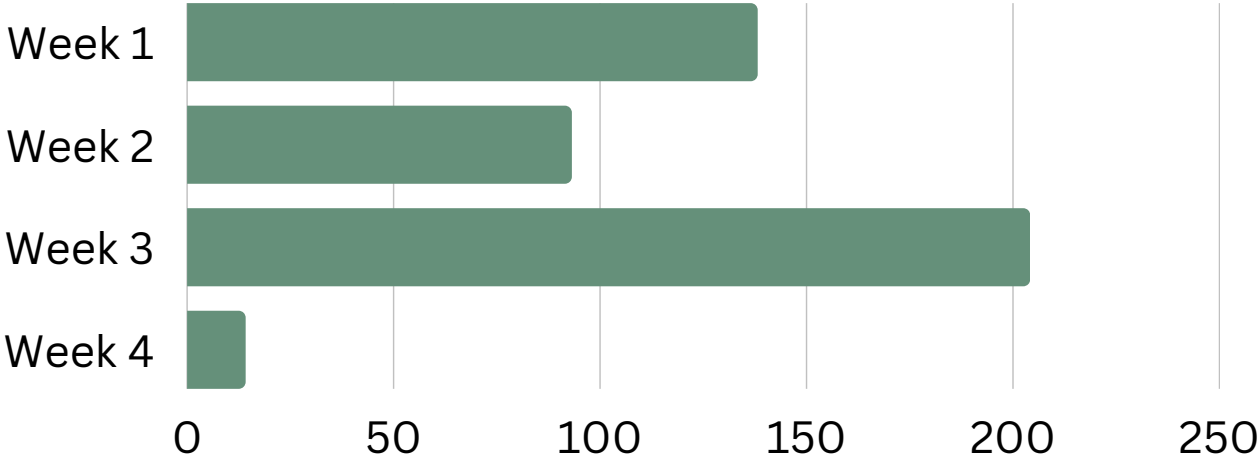
MAINTENANCE STREETS

ENCAMPMENT REFUSE CLEANED UP, IN TONS



Clean up occurred at the following areas: Taylor Rd, Pedretty Park, Wayside Dr, Front St, N. Walnut Ave, and more.

POTHOLES FILLED



OTHER STREETS DUTIES

Our Streets Team set up, maintained, and removed traffic control for the Stanislaus County Fair, cleaned up tree limbs around town, trimmed trees and shrubs at the "Welcome to Turlock island", repaired/replaced various street signs around town, watered trees on E Canal Rd and S Walnut Ave, and more.



STREETS, CONT'D



PARKS

IRRIGATION ISSUES

Pinkney, Donnelly, and Centennial Parks all had irrigation issues this month that needed addressing. Additionally, at Columbia and Broadway Parks, sprinkler heads have been ruined. When issues like this arise, staff have an obligation to devote time and resources to their repair rather than the numerous other duties they are obligated to complete.



VANDALISM/CRIME

Centennial Park, Denair Park, and the Walnut Storm Basin have had vandalism issues this month. Issues including camping, domestic disputes, tampering with electrical box, damaging sprinklers, and more.



OTHER PARKS INFORMATION

Hope Church adopted Columbia Park on July 24th! They pressure washed the playground, picnic areas, benches, and other use areas.



Staff have had different mowing equipment go out throughout the month, but near the end of July, had everything back up and running. With some new full-time staff having started recently, we're hopeful that our parks will continue to be well-maintained and provide value to the community.

RECREATION

BEFORE/AFTER SCHOOL PROGRAMS AND SUMMER BREAK CAMP

The agreement with Turlock Unified School District (TUSD) to offer Expanded Learning Opportunity Program (ELOP) Summer Camp started in June. ELOP was offered at summer school sites at Crowell, Earl, and Wakefield Elementary Schools as well as Pitman and Turlock High Schools. Summer school completed the session in early July and families were offered the option to continue ELOP summer camps until July 28th at Pitman and Turlock High Schools with the options of AM, PM, and full day programs. Students at both camps enjoyed enriching recreational activities, food socials, games, arts and crafts. Students at THS camp were offered to participate in field trips to local businesses such as Lulu's Ice Cream Parlor; PHS students were able to participate in rec swim during the week. Programs operate with about 120 participants per site daily.



RECREATION FOR ALL SCHOLARSHIP

The 2022-2023 Recreation For All Scholarship program is a wrap! The Public Works Department just finished calculating the total for the fourth quarter usage of the CDBG funded Recreation For All Scholarship. In the fourth quarter we provided \$3,110.20 in scholarships for recreation programs. The usage ranged from the PLAY programs, self-defense, summer camp, swim lessons T-ball and tiny tots. This brings our annual scholarships provided to a total of \$10,000. In addition, we provided \$1,111.40 in scholarships through our internal scholarship program funded by city employee donations and community donations gathered when participants register for various programs.



RECREATION, CONT'D

CLASSES & SPORTS

Tiny Tots and T-Ball began July 22nd. Both are fun 4 week programs that show children the basic skills of baseball. T-Ball has four teams in this session and all teams are coached by parent volunteers.

We had Summer Track Session 1 and 2. These were 2 week sessions (Monday – Thursday) from 9am-10am. Session 1 had 11 participants and session 2 had 3.

Aquatics ended July 28th. Swim lessons ranged from Tadpole (Parent and Me class) – Whale (7 – 14 year old). There were 3 sessions (Session 4,5,6) with a total of 100 classes that were offered.

Junior Lifeguard is back this year! This was a fun 2 week class that introduced Lifeguard skills to 11-15 year old kids. This class started July 10th and ended July 20th. This was a Monday through Thursday class that was from 12pm-2pm. There were 5 kids enrolled in this class.

Not only did we have fun with lessons and Junior Lifeguard, but we had two free sponsored days during Rec Swim at Pitman High School! TID sponsored July 20th and Transit sponsored the last day of aquatics on July 28th. Transit brought Buzz the buss out and had a great time. There was a total of 171 participants for this free pool day.

Summer Adult Softball League started their 2nd half of the season the week of July 10th. Second half of the season will also be 7 games, followed by playoffs the week of September 4th.



Turlock Fire Department

MONTHLY
CITY MANAGER'S
REPORT

July 2023

CHIEF'S MESSAGE



I write to you today with great honor and excitement as I assume the position of Deputy Chief of Turlock Fire Department. I want to express my sincerest appreciation for Chief Jelinek's outstanding leadership and the invaluable contributions he has made during this past year. We wish him the best in his new assignment. I want to thank Chief Ernst for trusting me with this assignment. As I step into the role of Deputy Chief, I am keenly aware of the responsibilities entrusted to me. I want to assure each one of you that I will wholeheartedly continue to support the mission of the Turlock Fire Department and the shared interests of MST. I am committed to maintaining an open-door policy, encouraging communication, and valuing the input of every member of this organization. I believe that by fostering a collaborative and inclusive environment, we can enhance our effectiveness and better serve our community. In the coming weeks and months, I look forward to getting to know each of you personally and working together to advance our shared goals. Thank you for your unwavering commitment to public service. Together, we will continue to protect the lives, property, and well-being of the people we serve. Please do not hesitate to reach out to me if you have any questions, concerns, or ideas. My door is always open and I welcome your feedback.

Sincerely,
Andrew Hunter
Deputy Chief
Turlock Fire Department



CHIEF'S OFFICE

PROMOTIONS

Congrats!

SERVICE
AWARDS
AS OF
JUNE 30, 2023



Captain Justin Rossiter being pinned
by his wife Corrine



Captain Jeffrey Hernandez being pinned
by his mother Guadalupe Hernandez



Engineer James Lazette being pinned
by his wife Jill



Captain Francisco Martinez being pinned
by his wife Melissa



Captain Diego Mortera, Jr. holding his son
Diego Mortera III while being pinned by
Diego Mortera Sr.

1 Year of Service
Adam Lewallen
Andru Diniz
Gabriel Dycus Perez
Kurt Seeberger
Lucas Delgado
Oswaldo Trejo Gallegos
Ryan Leroy
Weston Smith

5 Years of Service
Diego Mortera
Jeffrey Hernandez
Nicholas Howe
Sean Burdick

15 Years of Service
David Eric Boyd
Vanessa Hubbell

20 Years of Service
Kain Packwood
Lawrence Mouw

30+ Years of Service
Francisco Saldivar Jr
William Becker

OPERATIONS HIGHLIGHTS

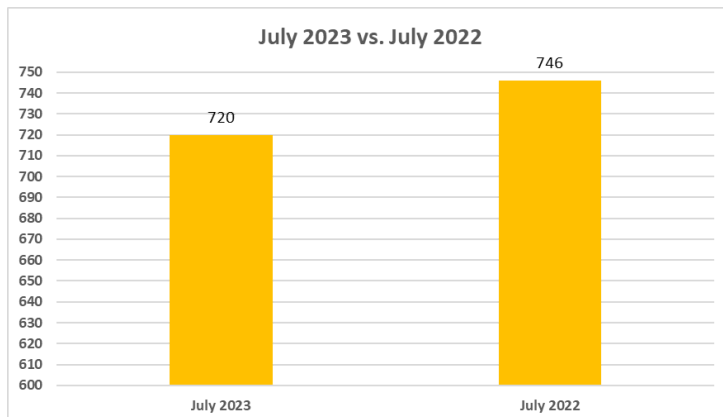


Incident Summary by Incident Type

Date Range: From 7/1/2023 To 7/31/2023

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss
Fire	52	49	00:05:02
EMS/Rescue	453	336	00:05:02
Hazardous Condition	22	16	00:06:26
Service Call	77	54	00:06:09
Good Intent	87	22	00:04:38
False Call	29	28	00:05:30
Totals	720	505	



OPERATIONS HIGHLIGHTS

Roofing Projects

Fire Station 33

Roofing project was started in early July and is scheduled to be completed and signed off in early August. The roofing project encompassed removal of the old roofing on both the station and the hose tower, R & R of dry rot in the sheathing and structural members and update to the communications tower at the top of the hose tower.



Station Improvements

Tree trimming was completed at Fire Stations 31, 33 and 34.

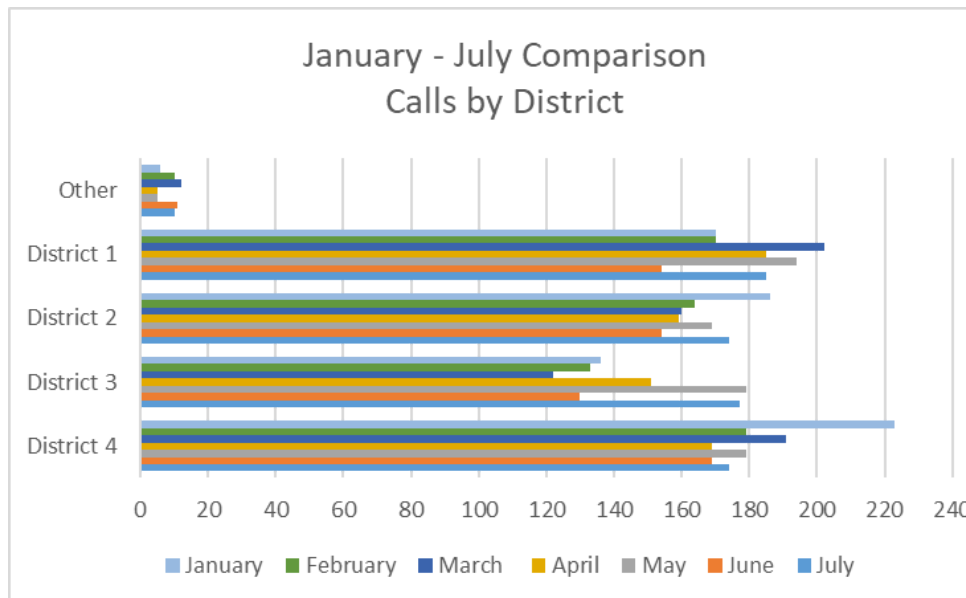
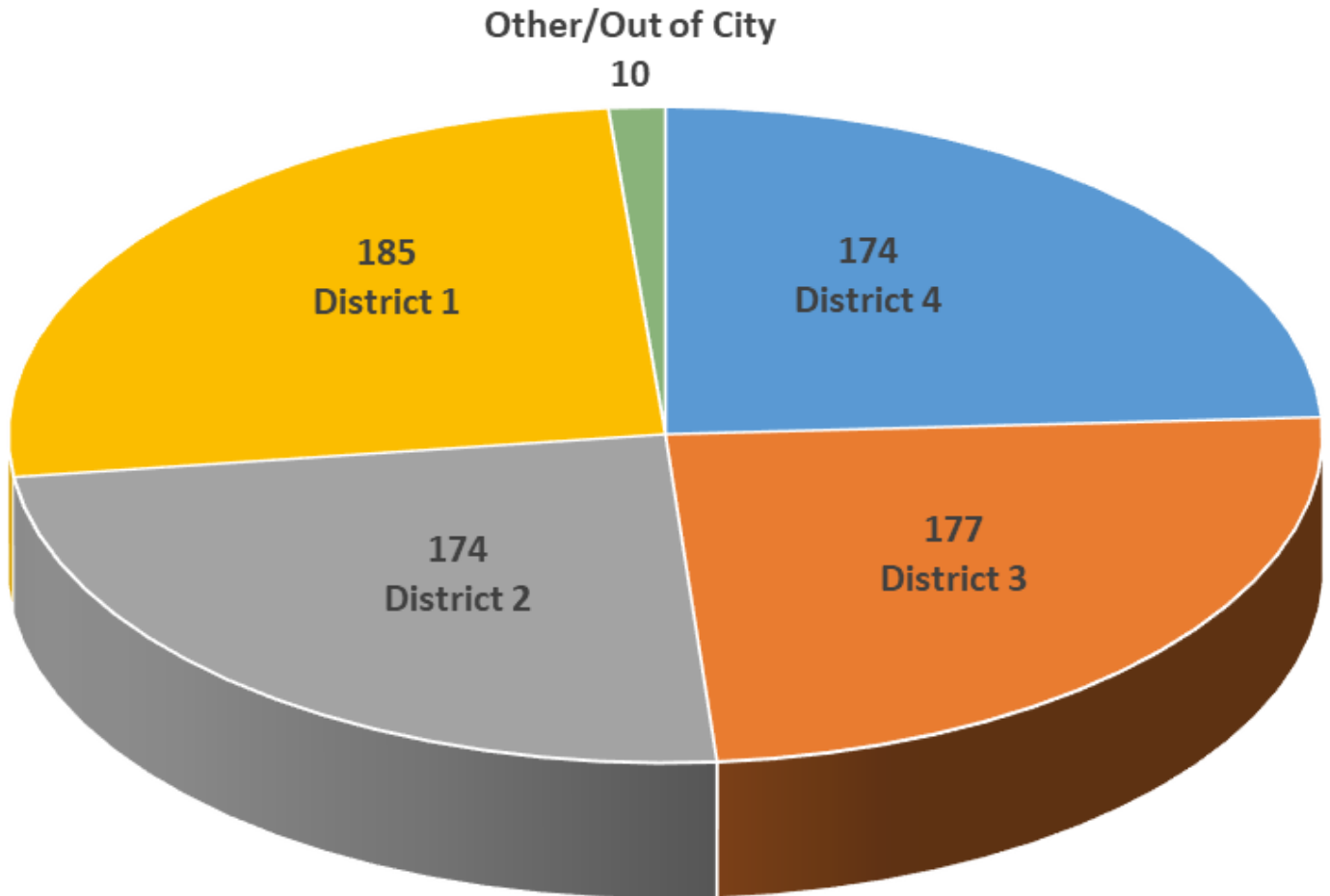
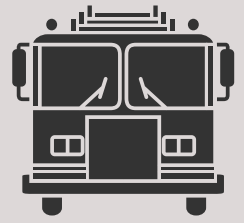


Barrier Boulders at Fire Station 32

Boulders were installed to prevent vehicles from colliding into the station. We have a history of vehicles coming off the roadway and impacting the front of the station. On duty crew members removed and disposed of the previous lawn, then prepared the gravel/cobble stone landscape in preparation of the boulders



CALLS BY DISTRICT



TRAINING HIGHLIGHTS

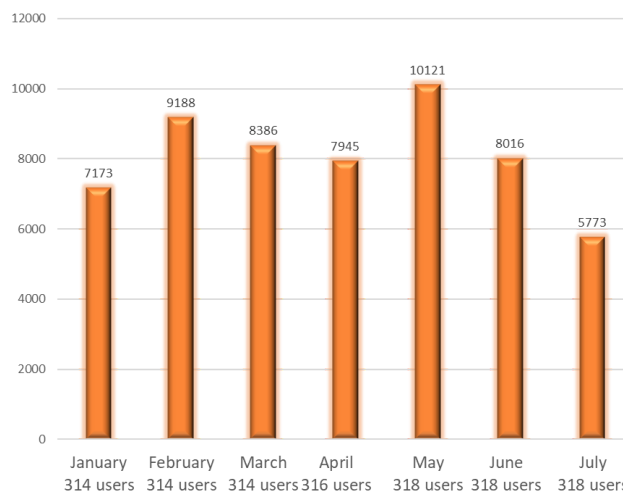


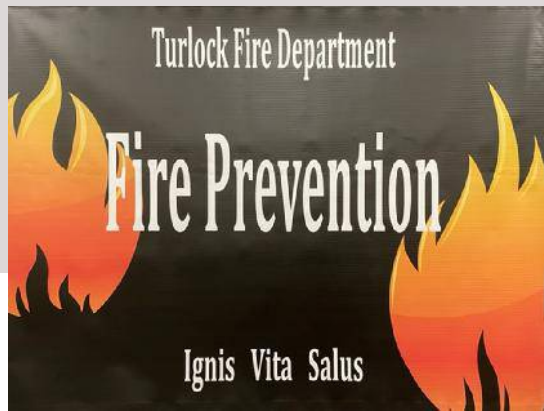
Turlock Truck 31
Preplanning at the Fair



- Deputy Chief Chris Jelinek assigned to MST Training (main coordinator of the MJC/MST cooperative program, amongst other duties).
- Continued probationary firefighter, engineer, captain and battalion chief training.
- MST probationary firefighter 10-month testing.
- MST recruit firefighter academy concluded, with a graduation ceremony on July 27th.
- MST truck academy continued (forcible entry).
- MST tech rescue and haz-mat team training.
- MST type 3 incident management team training.
- MST PCR and RMS training.
- MST continued Vector Solutions assignments (including mandatory annual training).
- MST battalion training (various topics).
- MST incident reviews/critiques (various incidents and topics).
- MST joint captain's test prep (to be held at the PSF on September 5th and 6th).
- TFD engineer's test prep (to be held at the Turlock drill grounds on August 23rd).
- TFD truck 31 preplanning at the County Fairgrounds.
- MFD fuel reduction/heavy equipment (new bulldozer) training program development (continued).
- Development of MJC/RFTC UTV specs and grant request.

MST total training hours per month





FIRE PREVENTION HIGHLIGHTS

STATS

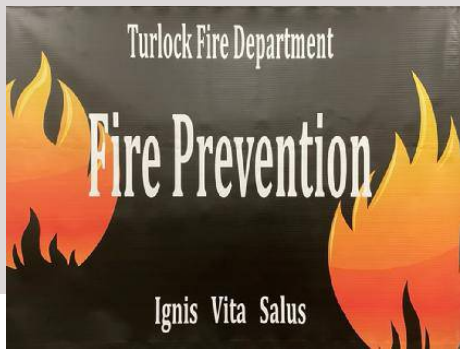
Type of Inspection	Total
Re-inspections	18
Occupancy	7
Solar	10
Building Finals - blue sheet	6
Hydro/Visuals	5
Misc./Other Inspections	9
Hydrant Flows	3
School Inspections/Day Care	2

PLAN REVIEWS

20

PRE DEVELOPMENT MEETINGS

3



FIRE PREVENTION HIGHLIGHTS

It was a busy start to July with completing fireworks booth inspections and preparing for the July 4th celebrations throughout the city. The fire marshal conducted patrols in the early evening of July 4th and into the early hours of July 5th, looking for the use of illegal fireworks. Eight administrative citations were issued by the fire marshal. Two administrative citations were issued by engine company personnel. Combined between Fire and Police 28 citations were issued to combat the use of illegal fireworks. Two grass fires were caused by illegal fireworks on July 4th. Several other grass and fence fires were caused by fireworks the week leading up to July 4th.



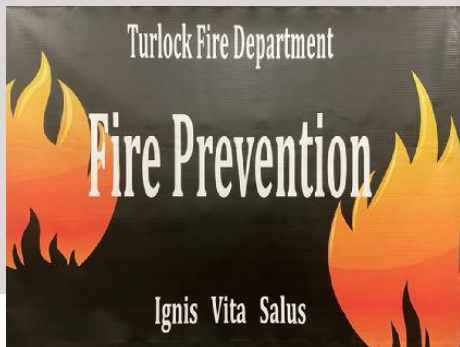
Turlock Police Officers Villapudua and Rocha were received a fire marshal challenge coin for their exemplary efforts during patrol 4th of July. The issued six citations for illegal fireworks.



Turlock Police Officer Marques also received a challenge coin for his work to make a bust on an individual selling illegal fireworks. TPD was able to seize 400 pounds of illegal fireworks. Keeping them from reaching the hand of the public for use.

The fireworks have been transported to a secure facility in a regional MST partnership with the Sheriff's Bomb Squad for surrender to the State Fire Marshal for destruction.





FIRE PREVENTION HIGHLIGHTS

Prevention continues to ensure construction and development opportunities continue to move forward in the city. Solar, hood, sprinkler inspection and well as day cares are a few of the projects moving forward. State Mandated inspection for hotels, motels, apartments and educational facilities continue. There was a small delay due to organizing the inventory in a data base in an electronic format but all are expected to be completed by the end of the year.

For those that enjoy good comfort food, I Heart Mac n Cheese was completed and opened on Monte Vista.



Prevention took a field trip to Castroville and Moss landing to tour the worlds largest battery power generation plant. A project is being considered in Turlock. The uniqueness of this type of facility requires special considerations and knowledge. North County Fire Protection District was able to host us for this very educational opportunity.

