

City Council Meeting Agenda

March 12, 2024

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: Fire Chief Becker Retirement (*Hunter*)

B. Briefing: Housing Presentation Review (*Fagan*)

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

**CITY OF TURLOCK
CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 12, 2024**

Next City Council Resolution: 2024-027

Next Ordinance: 1310-CS

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. Motion: Accepting the Weekly demands of 2/16/2024 through 2/22/2024 in the amount of \$3,350,233.99, 2/23/2024 through 2/29/2023 in the amount of \$787,756.62
- B. Motion: Accepting Minutes of the February 13, 2024 and the February 27, 2024 Regular meeting of the City of Turlock City Council
- C. Resolution 2024-XXX: Reaffirming the Proclamation of a Local Emergency in response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 made in issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) (*Hedden*)
- D. Resolution 2024-XXX: Approving Contract Change Order No. 6 (Final) in the amount of \$171,358.78 (Fund 420) with Clark Bros., Inc., of Fresno, California, bringing the contract total to \$4,738,064.04; and accepting improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 20-027 "City Wide Chlorination" (*Fisher*)
- E. Motion: Accepting improvements for City Project No. 22-022 "HVAC Unit Replacements - Various Locations" and authorizing the City Engineer to file a Notice of Completion (*Schulze*)
- F. Resolution 2024-XXX: Approving Contract Change Order No. 3 (Final) in the amount of \$10,792.81 (Fund 118 "Measure A" account number 118-30-300.51414 "Roof Replacement") with Pac Shield Roof Services, Inc. of Modesto, California, bringing the contract total to \$216,148.81; and accepting improvements for City Project No. 22-037 "Fire Station No. 32 & 33 Reroof" and authorizing the City Engineer to file a Notice of Completion (*Schulze*)
- G. Resolution 2024-XXX: Approving a resolution supporting and implementing timely use of funding regarding project delivery schedules for federal transportation funding project selection (*Schulze*)
- H. Motion: Authorizing staff to proceed with advertising City Project No. 23-040 "Water Line Replacement for 2024 Roads Program Construction" for construction bids (*Fisher*)
- I. Resolution 2024-XXX: Approving the establishment of a new job description for a Municipal Services Director/Stanslaus Regional Water Authority (SRWA) General Manager and amend the Management Salary Schedule effective March 23, 2024 (*Dhami*)

6. FINAL READINGS

- A. Second and final reading of an Ordinance amending the Zoning Map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code [Rezone 2022-01 (Baxter Homes)] located at 1598 East Avenue, Stanislaus County APN 043-027-034 (*Hampton*)

**CITY OF TURLOCK
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Next City Council Resolution: 2024-027

Next Ordinance: 1310-CS

Recommended Action: Ordinance XXXX: Second and final reading of an Ordinance amending the Zoning Map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code [Rezone 2022-01 (Baxter Homes)] located at 1598 East Avenue, Stanislaus County APN 043-027-034

7. PUBLIC HEARINGS

- A. Reviewing the Annual Military Equipment Report submitted by the Turlock Police Department pursuant to the Turlock Municipal Code Title 4, Chapter 19, Section 107 and Government Code 7072 and review and renewal of Turlock Ordinance No. 1290-CS adopting the City Military Equipment use policy pursuant to Government Code Section 7071 (*Hedden*)

Recommended Action: Resolution 2023-XXX: Reviewing the Annual Military Equipment Report submitted by the Turlock Police Department pursuant to the Turlock Municipal Code Title 4, Chapter 19, Section 107 and Government Code 7072 and review and renewal of Turlock Ordinance No. 1290-CS adopting the City Military Equipment use policy pursuant to Government Code Section 7071

8. ACTION ITEMS

- A. Approving a one-time extension for five (5) years of the Master Lease and Regulatory Agreement with United Samaritans Foundation for the property located at 207 and 209 3rd Street and 224,226,228,230, 232, and 234 A Street, Turlock, Stanislaus County Assessor's Parcel Number 043-049-049. (*Werner*)

Recommended Action: Motion: Approving a one-time extension for five (5) years of the Master Lease and Regulatory Agreement with United Samaritans Foundation for the property located at 207 and 209 3rd Street and 224,226,228,230, 232, and 234 A Street, Turlock, Stanislaus County Assessor's Parcel Number 043-049-049.

- B. Authorize staff to allocate \$8.0 million to a Section 115 Trust to establish a Pension Stabilization Fund and \$5.2 million to a Capital Improvement Fund, from the General Fund Reserve Surplus (*Moreno*)

Recommended Action: Motion: Authorize staff to allocate \$8.0 million to a Section 115 Trust to establish a Pension Stabilization Fund and \$5.2 million to a Capital Improvement Fund, from the General Fund Reserve Surplus.

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 Monthly Reports (*Wilson*)

- B. Columbia Pool Update (*Schulze*)

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.

**CITY OF TURLOCK
CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 12, 2024**

Next City Council Resolution: 2024-027

Next Ordinance: 1310-CS

12. CLOSED SESSION

- A. Conference with Legal Counsel – Initiation of Litigation, Cal. Gov't Code 54956.9(d)(4)
“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist...Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.”
Potential Cases: One (1)
- B. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.”
Potential Case(s): One (1)

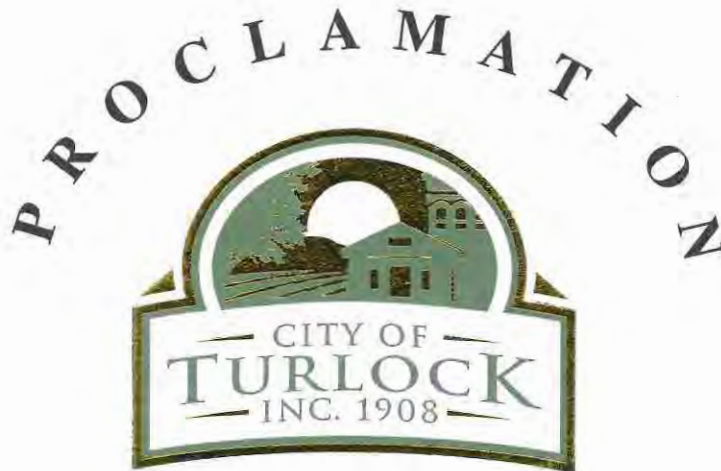
13. REPORTS FROM CLOSED SESSION

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, March 12, 2024 at City Hall, 156 S. Broadway, Turlock, California, 95380 on Thursday, March 7, 2024.

/s/Nichole Fiez
Nichole Fiez
Deputy City Clerk



**IN HONOR OF
THE RETIREMENT OF
DIVISION CHIEF WILLIAM BECKER
FEBRUARY 19, 2024**

WHEREAS, Division Chief William Becker started his career as a full-time engineer for the City of Turlock on May 3, 1993; and

WHEREAS, Division Chief William Becker was promoted to the rank of Division Chief on April 1, 2022; and

WHEREAS, Division Chief William Becker was named Firefighter of the Year in 1996 and 2000 ; and

WHEREAS, over the course of his tenure with the City of Turlock, Division Chief William Becker has been instrumental in the development SCBA program including maintenance, testing, and purchasing. In addition to serving as a strike team leader, technical rescue team member, and on the Resource Sharing Committee in 2014; and

WHEREAS, Division Chief William Becker faithfully and conscientiously served the City of Turlock and its citizens for 31 years; and

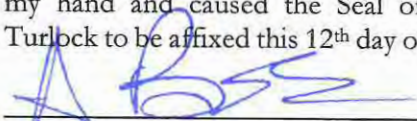
WHEREAS, Division Chief William Becker honorably retired from his position as Division Chief on February 19, 2024; and

WHEREAS, Division Chief William Becker consistently performed to the best of his ability during his tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Division Chief William Becker for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council and the community we serve, do hereby commend Division Chief William Becker for his many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

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



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



CDBG WORKSHOP

COMMUNITY DEVELOPMENT BLOCK GRANT

02/12/2024

HISTORY OF CDBG

- The City of Turlock is an entitlement grantee for CDBG Funding. We are allocated CDBG Funds annually. Allocation usually available in April or May.
- Grantees are provided funds to provide resources for eligible activities.

CURRENT AVAILABLE CDBG FUNDS

- The City of Turlock 2023-2024 CDBG Award was \$ 613,116
- Total Estimated CDBG funds currently available are \$1,058,349*

The Grant award allows up to 15% of the Grant for Public Services and 20% of the Grant for Administration. The City will receive another allocation of CDBG Funds in 2024-2025.

* per IDIS as of November 27, 2023

ELIGIBLE BENEFICIARIES

- Not less than Seventy percent (70%) of CDBG funds must be used for activities that benefit Low and Moderate income persons.
- Public Facility improvement or Activity will be used to benefit persons at least 51% of whom are Low and Moderate income.

ELIGIBLE ACTIVITIES

- Rehabilitation of Residential Property
- Public Services Grants
- Public Facilities and Improvements
- Special Economic Development
- Acquisition of Real Property
- Relocation and Demolition
- Activities relating to Energy Conservation and Renewable Energy Resources
- Administration and Planning

PERMANENT LOCAL HOUSING ALLOCATION WORKSHOP (PLHA)

PLHA PROGRAM

03/12/2024



HISTORY OF PLHA

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically it included the Building Homes and Jobs Act (SB 2, 2017), which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. PLHA receives 70% of this recording fee, because the number of real estate transaction in each county will vary from year to year, the revenues will fluctuate. In 2022 the City of Turlock applied for and was Awarded funds .

ELIGIBLE ACTIVITIES FOR PLHA FUNDS

- Operating and Capital Costs for Navigation Centers, Emergency Shelters, Rapid rehousing, Transitional housing and Rental assistance.
- Rehabilitation of Transitional Housing
- Acquisition and Rehabilitation of Affordable Rental Housing
- Workforce Housing
- Administration

CURRENT PLHA FUNDS AVAILABLE

- The City of Turlock PLHA Funds awarded for years 2019 thru 2021 are \$1,321,461.
- The HCD estimated for 2022 & 2023 is \$537,663.
The actual final amount is TBD.

2022-2023 PLHA FUNDS BUDGET

The PLHA funds for 2022 are budgeted for:

75% for Operation of navigation centers and emergency shelter.

20% for Acquisition, Rehabilitation or preservation of transitional or permanent housing.

5% for Administration.

The PLHA funds for 2023 are budgeted for:

75% for Operation of navigation centers and emergency shelter.

20% for Work force Housing acquisition or rehabilitation (required under PLHA)

5% for Administration

CALHOME WORKSHOP

CALHOME PROGRAM

03/12/2024



HISTORY OF CALHOME

- The CalHome program regulations were adopted on August 15, 2003. The City of Turlock applied for funding to provide for its First Time Homebuyer mortgage assistance program (FTHB). Currently the funds available in the program are proceeds from FTHB loans that have been repaid (program income). Local matching funds are not required for these funds.

CURRENT CALHOME FUNDS AVAILABLE

- The City of Turlock CalHome Funds
\$1,731,979
- Currently the outstanding loans for the
program are \$970,850

ELIGIBLE ACTIVITIES CALHOME FUNDS

- First Time Homebuyer Assistance
(FTHB)

STATE HOME WORKSHOP

STATE HOME PROGRAM

03/12/2024



HISTORY OF STATE HOME

- The State HOME program was HOME Funds applied for by the City of Turlock thru the State of California prior to the setup of the City of Turlock Stanislaus County Consortium. These HOME funds were applied for annually thru 1999. Currently the funds are program income or recaptured funds.

CURRENT STATE HOME FUNDS AVAILABLE

- The available City of Turlock State HOME \$2,612,839
- Currently there are 26 outstanding loans with original loan value of \$1,230,000

ELIGIBLE ACTIVITIES STATE HOME FUNDS

- First Time Homebuyer Assistance
(FTHB)

SUCCESSOR AGENCY WORKSHOP

SUCCESSOR AGENCY FUNDS

03/12/2024



HISTORY OF SUCCESSOR AGENCY

Successor Agencies were established in 2013 after the Redevelopment Agencies were dissolved. The law provides for designation of successor agencies that are required to wind down the affairs of the dissolved redevelopment agencies and to, among other things make payments due for enforceable obligation. The law requires that housing successor expend funds in the Low and Moderate Income Housing fund, except those funds to meet enforceable obligations, for monitoring and preservation and for homeless prevention and rapid rehousing services. All remaining funds to be used for affordable housing occupied by household at 30% to 80% of Area Median Income.

CURRENT SUCCESSOR AGENCY FUNDS AVAILABLE

- The Successor Agency Fund Balance
\$2,234,180

ELIGIBLE ACTIVITIES FOR SUCCESSOR AGENCY FUNDS

- Monitoring and Preservation – 2% Statutory value of real property owned by the Housing Successor or up to \$200,000 per year. (Which ever is greater)
- Homeless Prevention and Rapid Rehousing – up \$250,000 per year.
- Remaining to be used for affordable housing for households at 30% to 80% of Area Median Income.



HOME WORKSHOP

HOME GRANT

03/12/2024

HISTORY OF HOME

- The City of Turlock was the lead agency for the City of Turlock/Stanislaus County Consortium until 2022-2023. The County of Stanislaus is now the lead agency for the Consortium. The Consortium consists all the unincorporated areas of the County and the cities of Turlock, Riverbank, Ceres, Patterson, Hughson, Newman, Oakdale and Waterford.
- Grantees were provided funds to provide resources for Eligible Activities.

REMAINING HOME AWARD FUNDS

- The City of Turlock Home Funds Available is \$6,669,800.03
- The Breakdown of those Funds Remaining are:
 - Home Project Fund \$5,568,945.59
 - CHDO \$ 259,546.65
 - Administration \$ 841,307.79
- Each year Fund allocation must reserve 15% for activities undertaken by CHDO's and 10% for planning and administration. The amounts listed above include carryover and program income from prior years.

ELIGIBLE RECIPIENTS FOR HOME FUNDS

- The HOME program is for families at or below 80% of area median income based on family size . For example a family income for 4 person household would be \$67,500.

ELIGIBLE ACTIVITIES HOME FUNDS

- Homeowner rehabilitation
- Homebuyer activities
- Rental housing
- Tenant-based rental assistance (TBRA)

HOME-ARP WORKSHOP

HOME-ARP GRANT

03/12/2024



HISTORY OF HOME-ARP

- The Turlock/Stanislaus County Home Consortium has received a HOME-ARP allocation of \$5,323,420, which is administered by the City of Turlock. The Consortium consists of all the unincorporated areas of the County and the cities of Turlock, Riverbank, Ceres, Patterson, Hughson, Newman, Oakdale and Waterford.
- HOME-ARP Funds provide resources to Eligible groups of recipients for Eligible Activities.

DISTRIBUTION OF HOME-ARP FUNDS FOR ELIGIBLE ACTIVITIES

- The Breakdown of those Funds are:
 - Development of Affordable Rental Housing \$3,524,907
 - Supportive Services \$ 700,000
 - Non-Profit Operating \$ 150,000
 - Non-Profit Capacity Building \$ 150,000
 - Administration and Planning \$ 593,395
- The Total Funds Available for HOME- ARP Grant \$5,118,302

ELIGIBLE GROUPS OF RECIPIENTS TO BE ASSISTED WITH HOME-ARP FUNDS

- Individuals experiencing homelessness, as defined in 24 CFR 91.
- Individuals at risk of homelessness, as defined in 24 CFR 91.5
- Person fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking as defined by HUD.
- Other populations for whom providing supportive services or assistance would prevent homelessness or would serve those at greatest risk of housing instability,



ELIGIBLE ACTIVITIES FOR HOME ARP FUNDS

- Development of affordable housing
- Tenant-based rental assistance
- Supportive services
- Capacity building and operating support for organization implementing a home activity
- Development of non-congregate shelter facilities
- Planning and administration costs

Payment Register

From Payment Date: 2/16/2024 - To Payment Date: 2/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
141881	02/20/2024	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$5,313.12		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	77900		11/06/2023		10/6/23 - DOWNSTAIRS WATER FOUNTAIN NOT LETTING WATER TO COOLER		\$1,139.32		
	78013		11/15/2023		10/30/23- AC #7 THERMOSTAT NOT WORKING IN MUNI @ CITY HALL		\$500.00		
	78019		11/15/2023		11/3/23 - REPLACE INDUCER MOTOR IN MUNI AT CITY HALL IN AC#7		\$888.01		
	78273		12/14/2023		11/29/23- (2) TSTATS DOWN @ ANIMAL CONTROL BLDG		\$325.23		
	78121		11/28/2023		11/1/23- NO HEAT IN FRONT OFFICE AT ANIMAL CONTROL BLDG		\$1,210.56		
	78337		12/21/2023		12/11/23- NO HEAT BLOWING IN CHEIFS OFFICE @ 540 MARSHALL		\$500.00		
	78363		12/22/2023		12/13/23- NO HEAT IN CHEIFS BEDROOM/GYM @ 540 MARSHALL		\$750.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$5,313.12		
141882	02/22/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$509.02		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV1783		02/14/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$31.61		
	INV1781		02/14/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$477.41		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$509.02		
141883	02/22/2024	Open			Accounts Payable	ANDREW MIKKELSEN DBA CALSCADA LLC	\$3,700.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1088		02/10/2024		SCADA SERVICES		\$2,200.00		
	1085		02/06/2024		SRWA - Emergency Support for Hach Analyzer		\$1,500.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,200.00		
	450 - SRWA - Operations				450.11000 (Cash)		\$1,500.00		
141884	02/22/2024	Open			Accounts Payable	AQUATIC INFORMATICS INC	\$22,617.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	107254		12/22/2023		SRWA - REGULATORY COMPLIANCE SOFTWARE		\$22,617.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	950 - SRWA - JPA				950.11000 (Cash)		\$22,617.00		
141885	02/22/2024	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$300.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	000000022068		01/31/2024		SR02, 14-44 Intersection Improv at W Main St and Tegner -1/31/24		\$300.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$300.00		

Payment Register

From Payment Date: 2/16/2024 - To Payment Date: 2/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
141886	02/22/2024	Open			Accounts Payable	AT&T / CALNET 3	\$5,772.09		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	000021263891		02/13/2024	BAN #9391034901 (T1 LINE - 4-way split) 1/13/24-2/12/24			\$155.55		
	000021263749		02/13/2024	BAN #9391034847 /City-wide system 2096682612957 -1/13/24-2/12/24			\$749.82		
	000021263745		02/13/2024	BAN #9391034842 / PSF Phones 2096323265 (1/13/24-2/12/24)			\$490.90		
	MULTI 2/13/24		02/13/2024	Multiple COT accounts paid on 2/22/24 (JAN-FEB 2024)			\$4,375.82		
			<u>Paying Fund</u>	<u>Cash Account</u>			<u>Amount</u>		
			110 - General Fund	110.11000 (Cash)			\$4,814.31		
			205 - Sports Facilities	205.11000 (Cash)			\$51.40		
			217 - Streets - Gas Tax	217.11000 (Cash)			\$5.83		
			246 - Landscape Assessment	246.11000 (Cash)			\$5.83		
			255 - CDBG	255.11000 (Cash)			\$6.15		
			405 - Building	405.11000 (Cash)			\$99.92		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$229.32		
			420 - WATER	420.11000 (Cash)			\$99.89		
			426 - Transit	426.11000 (Cash)			\$121.33		
			501 - Information Technology	501.11000 (Cash)			\$149.47		
			502 - Engineering	502.11000 (Cash)			\$144.15		
			505 - Fleet	505.11000 (Cash)			\$44.49		
141887	02/22/2024	Open			Accounts Payable	AT&T MOBILITY	\$1,573.95		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	5677X01272024		01/19/2024	287262975677 / WQC/Utilities Phones/Data (1/19/24)			\$1,096.75		
	4173X01272024		01/19/2024	287310834173 / SIM CARDS FOR WQC & SRWA (1/19/24)			\$477.20		
			<u>Paying Fund</u>	<u>Cash Account</u>			<u>Amount</u>		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,039.30		
			420 - WATER	420.11000 (Cash)			\$491.53		
			450 - SRWA - Operations	450.11000 (Cash)			\$43.12		
141888	02/22/2024	Open			Accounts Payable	BARNES WELDING SUPPLY	\$124.51		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	0063328190		02/08/2024	SUPPLIES			\$124.51		
			<u>Paying Fund</u>	<u>Cash Account</u>			<u>Amount</u>		
			420 - WATER	420.11000 (Cash)			\$124.51		
141889	02/22/2024	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	\$75.00		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	002619		01/31/2024	ST#34 - DOOR NOT WORKING			\$75.00		
			<u>Paying Fund</u>	<u>Cash Account</u>			<u>Amount</u>		
			110 - General Fund	110.11000 (Cash)			\$75.00		
141890	02/22/2024	Open			Accounts Payable	BAUER COMPRESSORS INC	\$600.00		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	0000313718		10/24/2023	QTR Air Test			\$600.00		
			<u>Paying Fund</u>	<u>Cash Account</u>			<u>Amount</u>		
			110 - General Fund	110.11000 (Cash)			\$600.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
141891	02/22/2024	Open			Accounts Payable	Beacon Integrated Professional Resources, Inc	\$3,897.71		
	Invoice		Date	Description		Amount			
	203337		01/31/2024	SR01, 14-27 Intersection Improv Taylor Rd & Walnut Rd-1/31/24		\$3,897.71			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$3,897.71			
141892	02/22/2024	Open			Accounts Payable	BELKORP AG LLC	\$1,812.54		
	Invoice		Date	Description		Amount			
	948819		02/12/2024	tie rod ends, absorbers, cables and brake pads		\$1,812.54			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$1,812.54			
141893	02/22/2024	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$6,412.00		
	Invoice		Date	Description		Amount			
	76478		01/31/2024	SR08, 23-051 Tully Road Sewer Main Evaluation and Repair-1/31/24		\$6,412.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6,412.00			
141894	02/22/2024	Open			Accounts Payable	BONANDER TRUCKS	\$384.02		
	Invoice		Date	Description		Amount			
	271702		02/13/2024	O2 SENSOR		\$154.41			
	271735		02/15/2024	CABLE		\$51.10			
	271736		02/15/2024	BOLT		\$5.02			
	271750		02/16/2024	(S) BOLT		\$15.06			
	271749		02/16/2024	BLOCK		\$158.43			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$20.08			
	426 - Transit			426.11000 (Cash)		\$363.94			
141895	02/22/2024	Open			Accounts Payable	CAL VALLEY CONSTRUCTION, INC.	\$1,353,330.34		
	Invoice		Date	Description		Amount			
	PP7/22-001 PACK1		12/30/2023	22-001 Citywide St Rehab & Impov Project Various Loc Package 1		\$1,353,330.34			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$1,353,330.34			
141896	02/22/2024	Open			Accounts Payable	CALIF SURVEYING/DRAFT INC	\$1,589.22		
	Invoice		Date	Description		Amount			
	91409827		02/14/2024	Engineering Survey Equipment-Trimble Service		\$582.93			
	91409828		02/14/2024	Engineering Survey Equipment-Data Collector		\$165.00			
	91409826		02/14/2024	Engineering Survey Equipment-S6 Total Station		\$841.29			
	Paying Fund			Cash Account		Amount			
	241 - Asset Replacement			241.11000 (Cash)		\$1,589.22			
141897	02/22/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$11,173.09		
	Invoice		Date	Description		Amount			
	FB47061		02/08/2024	CHEMICAL SYSTEM UPGRADES PROJECT AT RWQC THROUGH 1/31/24		\$11,173.09			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$11,173.09			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
141898	02/22/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$272.58		
	Invoice		Date	Description			Amount		
	170075101020724		02/07/2024	170075101 / CITY HALL (TV Service) 156 S Broadway #112			\$272.58		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$51.65		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$34.59		
	420 - WATER			420.11000 (Cash)			\$34.59		
	501 - Information Technology			501.11000 (Cash)			\$151.75		
141899	02/22/2024	Open			Accounts Payable	CITY OF MODESTO	\$41,479.51		
	Invoice		Date	Description			Amount		
	139859		08/04/2023	FLEET MAINTENANCE MAY 2023 - JUNE 2023			\$10,206.64		
	144138		02/01/2024	FIRE ADMINISTRATIVE SERVICES FEB 2024			\$31,272.87		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$41,479.51		
141900	02/22/2024	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$383.59		
	Invoice		Date	Description			Amount		
	02-16-24 REPLIN		02/16/2024	FIN AR-REPLENISH PETTY CASH-02/16/24			\$383.59		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$383.59		
141901	02/22/2024	Open			Accounts Payable	Cloudburst Consulting Group, Inc.	\$232.50		
	Invoice		Date	Description			Amount		
	0000013192		12/31/2023	Updating Policies and Procedures for Housing Division			\$232.50		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$116.25		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$116.25		
141902	02/22/2024	Open			Accounts Payable	CONDOR EARTH TECH INC	\$2,441.08		
	Invoice		Date	Description			Amount		
	90284		01/31/2024	Environmental Compliance Assistance 1.8.24 - 1.23.24			\$2,441.08		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$2,441.08		
141903	02/22/2024	Open			Accounts Payable	CURTIS & SONS INC, L N	\$6,571.87		
	Invoice		Date	Description			Amount		
	INV783976		01/19/2024	WILDLAND GEAR QUOTE#285942			\$5,287.46		
	INV790601		01/11/2024	GLOVES			\$144.88		
	INV791723		02/12/2024	FEMALE SWIVEL ADAPTER			\$1,139.53		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,432.34		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$1,139.53		
141904	02/22/2024	Open			Accounts Payable	DEPARTMENT OF MOTOR VEHICLES	\$27.00		
	Invoice		Date	Description			Amount		
	ST99-7003		02/16/2024	LICENSE PLATE REPLACEMENT FOR ST99-7003			\$27.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$27.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
141905	02/22/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$96.37		
	Invoice		Date	Description			Amount		
	S6074558.001		02/07/2024	SUPPLIES			\$96.37		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$96.37		
141906	02/22/2024	Open			Accounts Payable	EQUIFAX	\$20.00		
	Invoice		Date	Description			Amount		
	2059067046		02/06/2024	EQUIFAX-CREDIT CHECK SERVICES			\$20.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$20.00		
141907	02/22/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$84.77		
	Invoice		Date	Description			Amount		
	8-410-34080		02/16/2024	SHIPPING CHARGES FOR 2/16/24			\$84.77		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$84.77		
141908	02/22/2024	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$158.69		
	Invoice		Date	Description			Amount		
	9798741		02/09/2024	LAB SUPPLIES			\$158.69		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$158.69		
141909	02/22/2024	Open			Accounts Payable	G3 ENGINEERING, INC.	\$4,328.61		
	Invoice		Date	Description			Amount		
	2024-8022		02/09/2024	SRWA Supplies - Grundfos pumps and Chamber Stack			\$4,328.61		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$4,328.61		
141910	02/22/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$1,999.81		
	Invoice		Date	Description			Amount		
	P3457901		02/15/2024	ALT AND PULLEY			\$622.50		
	P3467201		02/16/2024	RADIATOR			\$1,377.31		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,999.81		
141911	02/22/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$18,807.76		
	Invoice		Date	Description			Amount		
	K4A0310		01/03/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT & Alkalinity			\$161.00		
	J3K1502		11/15/2023	WATER CHARACTERIZATION MONITORING (WCM)			\$8,233.81		
	K4B0602		02/06/2024	LEAD AND COPPER			\$470.40		
	K4A2503		01/25/2024	PRIVATE RESIDENCE			\$64.00		
	K4B0127		02/01/2024	DW - WELL 38 MONTHLY ANALYSIS			\$257.70		
	K4B0128		02/01/2024	WELL 38 VESSELS (PROCESS CONTROL)			\$351.00		
	K4B0801		02/08/2024	MONTHLY WASTEWATER ANALYSIS - THMS			\$176.00		
	K4B0108		02/01/2024	BIMONTHLY WASTEWATER ANALYSIS - TOTAL PHOSPHOROUS			\$46.20		
	K4A3002		01/30/2024	CORROSION CONTROL WQP MON - TERMINAL TANK PUMP STATION			\$64.00		
	K4B0604		02/13/2024	LABORATORY ANALYSIS SERVICES			\$44.00		
	K4A1007		01/10/2024	SRWA LABORATORY ANALYSIS SERVICES - 7 tests			\$2,241.95		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	K4A1103		01/11/2024		SRWA LABORATORY ANALYSIS SERVICES - 524.2, Uranium		\$940.00		
	K4A1607		01/16/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$144.00		
	K4A1902		01/19/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT		\$270.00		
	K4A2002		01/20/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT		\$405.00		
	K4A2101		01/21/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT		\$405.00		
	K4A2212		01/22/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT, TTHM, HAA5		\$1,122.50		
	K4A2307		01/23/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT		\$141.00		
	K4A2406		01/24/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$144.00		
	K4A2506		01/25/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$96.00		
	K4A2602		01/26/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$93.00		
	K4A2903		01/29/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$48.00		
	K4A3008		01/30/2024		SRWA LABORATORY ANALYSIS SERVICES - 5 tests		\$2,571.20		
	K4A3103		01/31/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$93.00		
	K4B0202		02/02/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT		\$135.00		
	K4B0703		02/07/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT		\$90.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$8,456.01		
	420 - WATER				420.11000 (Cash)		\$1,251.10		
	950 - SRWA - JPA				950.11000 (Cash)		\$9,100.65		
141912	02/22/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M		\$38,590.52	
	Invoice			Date	Description		Amount		
	75259		02/15/2024		CUST #24090 - Fuel Expense for 2/1/24 - 2/15/24		\$34,803.18		
	75178		02/12/2024		Fuel for Fire #3		\$1,398.59		
	75100		02/06/2024		RED DYE DIESEL FOR PSF GENERATOR		\$2,388.75		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$17,462.52		
	205 - Sports Facilities				205.11000 (Cash)		\$476.19		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$2,274.92		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,209.52		
	255 - CDBG				255.11000 (Cash)		\$42.47		
	405 - Building				405.11000 (Cash)		\$72.87		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$9,542.49		
	420 - WATER				420.11000 (Cash)		\$2,701.35		
	426 - Transit				426.11000 (Cash)		\$4,014.43		
	450 - SRWA - Operations				450.11000 (Cash)		\$399.25		
	501 - Information Technology				501.11000 (Cash)		\$65.90		
	502 - Engineering				502.11000 (Cash)		\$328.61		
141913	02/22/2024	Open			Accounts Payable	GRAINGER INC, W W		\$3,630.84	
	Invoice			Date	Description		Amount		
	9015832067		02/09/2024		KEY RING,1 1/4 IN,PK25,BLANK TAG,BRASS,		\$67.22		
	9012195054		02/07/2024		SEALED LEAD ACID BATTERY		\$532.76		
	9013098059		02/07/2024		TOOL BAG SET		\$58.55		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9009742793		02/05/2024		SUPPLIES		\$317.17		
	9015249411		02/09/2024		Supplies		\$1,205.10		
	9014306386		02/08/2024		Supplies		\$1,156.77		
	9013522488		02/08/2024		SRWA Supplies - Gas Reducing Union		\$92.00		
	9016064843		02/09/2024		SRWA Supplies - Micro Fiber Cloth		\$41.88		
	9013945309		02/08/2024		SRWA Supplies - Fuses		\$159.39		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$67.22		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,156.77		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$908.48		
	420 - WATER				420.11000 (Cash)		\$1,205.10		
	450 - SRWA - Operations				450.11000 (Cash)		\$293.27		
141914	02/22/2024	Open			Accounts Payable	GREEN HORIZON INC	\$880.00		
	Invoice		Date		Description		Amount		
	41017		02/01/2024		Landscape Services-Green Horizon H23-0857 829/831 Vermont Ave		\$130.00		
	41018		02/01/2024		Landscape Services-Green Horizon H23-0859 570 Jason Dr		\$100.00		
	41020		02/01/2024		Landscape Services-Green Horizon H21-0828 1205 Lambert Way		\$155.00		
	41021		02/01/2024		Landscape Services-Green Horizon H23-0858 2065 Cody Ct		\$165.00		
	41022		02/01/2024		Landscape Services-Green Horizon H20-0811 901 High St		\$165.00		
	41023		02/01/2024		Landscape Services-Green Horizon H23-0861 573 Birchwood Way		\$165.00		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$880.00		
141915	02/22/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUBOOK	\$1,138.85		
	Invoice		Date		Description		Amount		
	INV00269843		02/07/2024		SRWA supplies - Powder Pillows, Reagent, pH Electrode Solution		\$347.90		
	INV00272215		02/09/2024		SRWA supplies - Lab Supplies Filter Tips		\$209.12		
	INV00274212		02/12/2024		SRWA supplies - Lab Supplies Ozone Reagent, DI Water		\$581.83		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$1,138.85		
141916	02/22/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$115.27		
	Invoice		Date		Description		Amount		
	647783		02/03/2024		FUEL PUM HOSE		\$115.27		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$115.27		
141917	02/22/2024	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$1,707.95		
	Invoice		Date		Description		Amount		
	PS001159274		02/14/2024		SERVICE MANUALS		\$1,707.95		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$569.31		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$569.32		

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							\$569.32		
141918	02/22/2024	Open			Accounts Payable	INTERNATIONAL ACCREDITATION SERVICE INC	\$4,600.00		
141919	02/22/2024	Open			Accounts Payable	Kaiser Precision LLC	\$3,346.59		
141920	02/22/2024	Open			Accounts Payable	KEY SEAL PRODUCTS INC	\$924.50		
141921	02/22/2024	Open			Accounts Payable	LC ACTION POLICE SUPPLY, LTD	\$1,892.25		
141922	02/22/2024	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$292.40		
141923	02/22/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$73,580.26		
141924	02/22/2024	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$5,284.35		
141925	02/22/2024	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$331.57		

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					110 - General Fund	110.11000 (Cash)	\$331.57		
141926	02/22/2024	Open			Accounts Payable	MME	\$518.12		
					Invoice	Date	Description	Amount	
					019125	02/14/2024	WASHDOWN GUN	\$518.12	
					Paying Fund		Cash Account	Amount	
					410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$518.12	
141927	02/22/2024	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$421.80		
					Invoice	Date	Description	Amount	
					202249 01	02/12/2024	SRWA Supplies - Elbows, couplings, nipples	\$421.80	
					Paying Fund		Cash Account	Amount	
					450 - SRWA - Operations		450.11000 (Cash)	\$421.80	
141928	02/22/2024	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$761.80		
					Invoice	Date	Description	Amount	
					CA15-00941871	01/26/2024	SUPPLIES	\$761.80	
					Paying Fund		Cash Account	Amount	
					410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$761.80	
141929	02/22/2024	Open			Accounts Payable	MUNISERVICES LLC	\$625.00		
					Invoice	Date	Description	Amount	
					INV06-018218	02/07/2024	STARS Services for 3rd Quarter 2023 Data	\$625.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$625.00	
141930	02/22/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$1,736.01		
					Invoice	Date	Description	Amount	
					816099	02/14/2024	30LB 134A REFRIGERANT	\$567.20	
					816208	02/16/2024	floor jacks	\$1,168.81	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$584.41	
					426 - Transit		426.11000 (Cash)	\$1,151.60	
141931	02/22/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$133.89		
					Invoice	Date	Description	Amount	
					04B0033242389	02/08/2024	5 GALLON NESTLE DRINKING WATER WAST MGMT 1.7.24-2.6.24	\$133.89	
					Paying Fund		Cash Account	Amount	
					410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$66.94	
					420 - WATER		420.11000 (Cash)	\$66.95	
141932	02/22/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,478.54		
					Invoice	Date	Description	Amount	
					8577-418051	02/12/2024	GROMMET,HI COUNT LED	\$80.25	
					8577-418056	02/12/2024	LICENSE LAMP	\$15.66	
					8577-418120	02/13/2024	BACK-UP ALARM HEAVY	\$39.64	
					8577-418130	02/13/2024	D2 GOVERNOR	\$29.10	
					8577-418134	02/13/2024	BATTERY	\$930.25	
					8577-418156	02/13/2024	TIE ROD ENDS	\$209.41	
					8577-418174	02/13/2024	BATTERY - Credit for Orig 417913	(\$23.90)	
					8577-418175	02/13/2024	BATTERY - Credit for Orig 1777867	(\$23.90)	
					8577-418293	02/15/2024	10g blue wire	\$76.04	

Payment Register

From Payment Date: 2/16/2024 - To Payment Date: 2/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8577-418338		02/15/2024		OIL FILTERS		\$31.78		
	8577-418339		02/15/2024		BRAKE PADS		\$97.41		
	8577-418342		02/15/2024		TRANSMISSION MOUNT		\$16.80		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		(\$31.00)		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$243.37		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$126.51		
	426 - Transit				426.11000 (Cash)		\$1,139.66		
141933	02/22/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$376.77		
	Invoice		Date		Description		Amount		
	2800-403577		02/13/2024		BELT		\$7.38		
	2800-403853		02/15/2024		11OzElctClnr		\$143.25		
	2800-404194		02/15/2024		Bondo 28 Ounce Fiberglass Resin Kit		\$69.00		
	2800-404211		02/15/2024		ENGINE MOUNT		\$78.57		
	2800-404215		02/15/2024		ENGINE MOUNT		\$78.57		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$157.14		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$7.38		
	426 - Transit				426.11000 (Cash)		\$212.25		
141934	02/22/2024	Open			Accounts Payable	P G & E	\$27,154.90		
	Invoice		Date		Description		Amount		
	3511883216-7		01/31/2024		H23-0861 573 Birchwood Way		\$4.21		
	701 WLNT 2/11/24		02/11/2024		6224543828-8 / 701 S Walnut Rd		\$1,611.72		
	CNG 2/11/24		02/11/2024		8466606707-3 / 901 S Walnut Rd CNG		\$1,871.41		
	WLNT#A 2/11/24		02/11/2024		3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$13,023.57		
	FIRE#4 2/13/24		02/13/2024		7556584382-0 / 2820 N Walnut-Fire #4		\$171.62		
	PSF 2/11/24		02/11/2024		8391988340-1 / 244 N Broadway-PSF		\$9,989.11		
	TRANSIT2 2/11/24		02/11/2024		9448303839-7 / 1418 N Golden State Blvd Ste 2		\$229.73		
	TRANSIT1 2/11/24		02/11/2024		0913752739-7 / 1418 N Golden State Blvd Ste 1		\$253.53		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$10,160.73		
	255 - CDBG				255.11000 (Cash)		\$4.21		
	426 - Transit				426.11000 (Cash)		\$13,506.83		
	505 - Fleet				505.11000 (Cash)		\$3,483.13		
141935	02/22/2024	Open			Accounts Payable	PAC Shield Roof Services, Inc.	\$11,155.85		
	Invoice		Date		Description		Amount		
	PP5/CP22-037		01/31/2024		22-037 Fire Station No. 32 & 33 Reroof-1/31/24		\$11,155.85		
	Paying Fund				Cash Account		Amount		
	118 - Measure A				118.11000 (Cash)		\$11,155.85		
141936	02/22/2024	Open			Accounts Payable	PREFERRED TRUCK & EQUIPMENT	\$76.76		
	Invoice		Date		Description		Amount		
	INV00121304		02/12/2024		HEIL TUBE FRONT F5000		\$295.13		
	RTN000000577		02/12/2024		HEIL TUBE FRONT HEAD 1" F5000		(\$218.37)		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$76.76		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
141937	02/22/2024	Open			Accounts Payable	R & S ERECTION INC	\$645.05		
	Invoice		Date	Description		Amount			
	130440		12/29/2023	ST# 31 - BACK GATE		\$645.05			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$645.05			
141938	02/22/2024	Open			Accounts Payable	Ricoh USA, Inc.	\$284.05		
	Invoice		Date	Description		Amount			
	5068628805		12/18/2023	SRWA - Copy/Printer Machine maint		\$135.07			
	5068800877		01/18/2024	SRWA - Copy/Printer Machine maint		\$142.23			
	1099567451		01/24/2024	SRWA - Copy/Printer Machine maint		\$6.75			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$284.05			
141939	02/22/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$775.00		
	Invoice		Date	Description		Amount			
	22539		02/09/2024	POST OFFER SCREENING		\$300.00			
	22557		02/09/2024	PRE EMPLOYMENT PSYCH SCREENING		\$475.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$775.00			
141940	02/22/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$225.94		
	Invoice		Date	Description		Amount			
	0142962-IN		01/31/2024	Water Shut Off Door Hangers		\$225.94			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$112.97			
	420 - WATER			420.11000 (Cash)		\$112.97			
141941	02/22/2024	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$37,045.27		
	Invoice		Date	Description		Amount			
	46838		12/31/2023	23-033 Engineering Design Services Task Order 1- 12/1/23-12/31/23		\$37,045.27			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$37,045.27			
141942	02/22/2024	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,387.00		
	Invoice		Date	Description		Amount			
	711284		02/05/2024	JANUARY 2024 FINGERPRINTING		\$1,387.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,387.00			
141943	02/22/2024	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$3,576.00		
	Invoice		Date	Description		Amount			
	01/17/2024		02/14/2024	SRWA General NPDES Permit for Drinking Water Discharges		\$3,576.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$3,576.00			
141944	02/22/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$1,411.04		
	Invoice		Date	Description		Amount			
	SI99027		02/12/2024	Whelen 56" Justice Lightbar, WC, All Amber, TA, TD, AL		\$1,411.04			
	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
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,411.04		
141945	02/22/2024	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$191,704.65		
	Invoice		Date	Description			Amount		
	9601T		01/31/2024	Management and Operation of Turlock Transit Services Jan 2024			\$191,704.65		
	Paying Fund		Cash Account				Amount		
	426 - Transit			426.11000 (Cash)			\$191,704.65		
141946	02/22/2024	Open			Accounts Payable	T I D	\$303,903.23		
	Invoice		Date	Description			Amount		
	30006		01/31/2024	COMMUNICATION CABLE POLE FEES - SECOND HALF OF 2023			\$1,344.00		
	083201 - FEB 24		02/09/2024	ACC#0832010000 - FEB 2024			\$10,390.13		
	183201 - FEB 24		02/12/2024	ACC#1832010000 - FEB 2024			\$16,404.25		
	283201 - FEB 24		02/12/2024	ACC#2832010000 - FEB 2024			\$13,229.95		
	383201 - FEB 24		02/12/2024	ACC#3832010000 - FEB 2024			\$4,570.83		
	483201 - FEB 24		02/12/2024	ACC#4832010000 - FEB 2024			\$170,278.68		
	683201 - FEB 24		02/09/2024	ACC#6832010000 - FEB 2024			\$6,018.57		
	773201 - FEB 24		02/09/2024	ACC#7732010000 - FEB 2024			\$12,351.37		
	873201 - FEB 24		02/09/2024	ACC#8732010000 - FEB 2024			\$10,400.22		
	973201 - FEB 24		02/12/2024	ACC#9732010000 - FEB 2024			\$58,915.23		
	Paying Fund		Cash Account				Amount		
	110 - General Fund			110.11000 (Cash)			\$21,437.72		
	205 - Sports Facilities			205.11000 (Cash)			\$2,913.15		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$28,097.73		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$147.76		
	246 - Landscape Assessment			246.11000 (Cash)			\$14,319.31		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$161,402.27		
	416 - Recycled Water Sales			416.11000 (Cash)			\$6,001.02		
	420 - WATER			420.11000 (Cash)			\$65,490.07		
	426 - Transit			426.11000 (Cash)			\$1,988.61		
	505 - Fleet			505.11000 (Cash)			\$2,105.59		
141947	02/22/2024	Voided	INCORRECT VENDOR	02/23/2024	Accounts Payable	TID	\$85,926.26		
	Invoice		Date	Description			Amount		
	12/26/2023		01/26/2024	5637003297 - H23-0860 1827 Shadow Park Dr			\$41.97		
	30040		02/09/2024	SRWA - TID Commissioning Procedures & Normal Operations			\$17,454.54		
	30023		02/09/2024	SRWA - TID Commissioning Procedures & Normal Operations			\$68,429.75		
	Paying Fund		Cash Account				Amount		
	255 - CDBG			255.11000 (Cash)			\$41.97		
	950 - SRWA - JPA			950.11000 (Cash)			\$85,884.29		
141948	02/22/2024	Open			Accounts Payable	TURLOCK JOURNAL	\$850.96		
	Invoice		Date	Description			Amount		
	360326		01/31/2024	Classified Display AD-Dispatch Training 1/27-2/3/24			\$200.32		
	360110		01/31/2024	Web Banner AD-PT Env Comp Insp Asst 1.24.24			\$250.00		
	360327		01/31/2024	Classified Display AD-PT Env Comp Insp Asst 1/27 - 2/7/24			\$400.64		
	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
	110 - General Fund			110.11000 (Cash)			\$200.32		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$650.64		
141949	02/22/2024	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,000,123.69		
	Invoice		Date	Description			Amount		
	0002867765		01/31/2024	SRWA - 6 yard Bin Service 2/1/24 - 2/29/24			\$123.69		
	FEB 2024 PAYMENT		02/21/2024	FEBRUARY 2024 PAYMENT			\$1,000,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,000,000.00		
	950 - SRWA - JPA			950.11000 (Cash)			\$123.69		
141950	02/22/2024	Open			Accounts Payable	TURLOCK TRANSFER INC	\$390.00		
	Invoice		Date	Description			Amount		
	029884		02/01/2024	UHC REFUSE DISPOSAL JANUARY 2024			\$390.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$390.00		
141951	02/22/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$9,539.89		
	Invoice		Date	Description			Amount		
	51838081		02/06/2024	SODIUM BISULFITE			\$9,539.89		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$9,539.89		
141952	02/22/2024	Open			Accounts Payable	VERIZON WIRELESS	\$7,057.19		
	Invoice		Date	Description			Amount		
	9955829737		02/03/2024	POLICE JAN 04 - FEB 03			\$3,704.45		
	9955829738		01/24/2024	FIRE - JAN 04 - FEB 03, 2024			\$256.60		
	9955829740		02/03/2024	972530635-00024 BUILDING & PLANNING (1/4-2/3)			\$244.76		
	9955829747		02/16/2024	972530635-00036 MAINT. (1/4-2/3)			\$837.29		
	9955829739		02/16/2024	972530635-00023 ENGINEERING (2/4 - 1/3)			\$993.39		
	9955829742		02/16/2024	97250635-00028 RECREATION (1/4-2/3)			\$777.35		
	9955829746		02/16/2024	972530635-00033 TRANSIT (1/4 - 2/3)			\$243.35		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,361.27		
	205 - Sports Facilities			205.11000 (Cash)			\$38.01		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$220.68		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$180.58		
	246 - Landscape Assessment			246.11000 (Cash)			\$496.13		
	270 - Recreation Grants			270.11000 (Cash)			\$286.85		
	405 - Building			405.11000 (Cash)			\$159.84		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$38.01		
	426 - Transit			426.11000 (Cash)			\$243.35		
	502 - Engineering			502.11000 (Cash)			\$993.39		
	505 - Fleet			505.11000 (Cash)			\$39.08		
141953	02/22/2024	Open			Accounts Payable	VERIZON WIRELESS SERVICES LLC	\$85.00		
	Invoice		Date	Description			Amount		
	9022323799		05/18/2023	TP23002708			\$85.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$85.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
141954	02/22/2024	Open			Accounts Payable	Vestra Resources, Inc.	\$24,221.25		
	Invoice		Date	Description		Amount			
	82212-9		11/10/2023	GIS Professional Services October 2023		\$12,746.50			
	82212-10		12/14/2023	GIS Professional Services November 2023		\$8,103.25			
	82212-11		02/07/2024	GIS Professional Services January 2024		\$3,371.50			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$24,221.25			
141955	02/22/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$1,204.81		
	Invoice		Date	Description		Amount			
	8815116090		01/26/2024	LAB SUPPLIES		\$119.51			
	8815113110		01/26/2024	LAB SUPPLIES		\$229.16			
	8815113111		01/26/2024	LAB SUPPLIES		\$71.77			
	8815116092		01/26/2024	LAB SUPPLIES		\$246.90			
	8815222583		02/07/2024	LAB SUPPLIES		\$201.83			
	8815222580		02/07/2024	LAB SUPPLIES		\$43.04			
	8815234247		02/08/2024	LAB SUPPLIES		\$49.67			
	8815166584		02/01/2024	LAB SUPPLIES		\$34.12			
	8815170682		02/01/2024	LAB SUPPLIES		\$26.18			
	8815178681		02/02/2024	LAB SUPPLIES		\$76.39			
	8815247580		02/09/2024	LAB SUPPLIES		\$106.24			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$819.74			
	420 - WATER			420.11000 (Cash)		\$385.07			
141956	02/22/2024	Open			Accounts Payable	WARDEN'S OFFICE INC	\$953.73		
	Invoice		Date	Description		Amount			
	64816-0		02/09/2024	CHAIRS FOR LAB		\$953.73			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$476.86			
	420 - WATER			420.11000 (Cash)		\$476.87			
141957	02/22/2024	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$681.36		
	Invoice		Date	Description		Amount			
	March 2024		02/14/2024	MOBILE HOME RENT SUBSIDY PROGRAM MARCH 2024		\$681.36			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$681.36			
141958	02/22/2024	Open			Accounts Payable	WEXBANK	\$253.92		
	Invoice		Date	Description		Amount			
	95139993		02/15/2024	SHELL FUEL 2-15-24		\$253.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$253.92			
141959	02/22/2024	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$108.16		
	Invoice		Date	Description		Amount			
	INV00166182		02/01/2024	HOSTED THIRD PARTY ACCESS - OCT 2022		\$54.08			
	INV00162937		01/02/2024	THIRD PARTY ACCESS - FEB 2024		\$54.08			
	Paying Fund			Cash Account		Amount			
	116 - Special Public Safety			116.11000 (Cash)		\$108.16			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
141960	02/22/2024	Open			Accounts Payable	BICKLE, DAVID	\$152.00		
	Invoice		Date	Description			Amount		
	TR4928 PER DIEM		02/15/2024	California Fire Prevention Institute 3/5/24 - 3/8/24, Santa Barb			\$152.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$152.00		
141961	02/22/2024	Open			Accounts Payable	BROWN, ONDINA & RANDY	\$50.00		
	Invoice		Date	Description			Amount		
	2024-00145568		02/16/2024	A/C REFUND			\$50.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$50.00		
141962	02/22/2024	Open			Accounts Payable	ECHANDI-SMITH, JAMIE	\$242.00		
	Invoice		Date	Description			Amount		
	TR 4913 PER DIEM		01/10/2024	MENTAL HEALTH CRISIS, 03/03/24-03/06/24, CITY OF INDUSTRY			\$242.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$242.00		
141963	02/22/2024	Open			Accounts Payable	FRESNO CITY COLLEGE , BUSN OFFICE	\$129.00		
	Invoice		Date	Description			Amount		
	TR4920 TUITION		01/29/2024	FIREARMS INSTRUCTOR COURSE, FRESNO, 03/10/24-03/15/24 - D. RUSH			\$129.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$129.00		
141964	02/22/2024	Open			Accounts Payable	FRESNO POLICE REGIONAL TRAINING CENTER	\$115.00		
	Invoice		Date	Description			Amount		
	TR4920 TUITION		01/29/2024	FIREARMS INSTRUCTOR COURSE, FRESNO, 03/10/24-03/15/24 - D. RUSH			\$115.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$115.00		
141965	02/22/2024	Open			Accounts Payable	MCKEON, CHRISTINE	\$100.00		
	Invoice		Date	Description			Amount		
	2024-00043696		02/16/2024	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
141966	02/22/2024	Open			Accounts Payable	RUSH, DEVIN	\$250.00		
	Invoice		Date	Description			Amount		
	TR 4920 PER DIEM		01/29/2024	FIREARMS INSTRUCTOR COURSE, FRESNO, 03/10/24-03/15/24			\$250.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$250.00		

Type Check Totals:
AP - Accounts Payable Totals

86 Transactions

\$3,350,233.99

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$3,264,307.73	\$0.00
	Reconciled	0	\$0.00	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	1	\$85,926.26	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	86	\$3,350,233.99	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	85	\$3,264,307.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$85,926.26	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	86	\$3,350,233.99	\$0.00	
Grand Totals:					Checks		Transaction Amount	Reconciled Amount	
					Open	85	\$3,264,307.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$85,926.26	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	86	\$3,350,233.99	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	85	\$3,264,307.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$85,926.26	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	86	\$3,350,233.99	\$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									
141967	02/26/2024	Open			Accounts Payable	ABS DIRECT INC	\$10,495.65		
	Invoice		Date	Description			Amount		
	PA-0		02/26/2024	Community Survey - Mailing Services			\$10,495.65		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$10,495.65		
141968	02/26/2024	Open			Utility Management Refund	HENSON, RAY	\$79.59		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		689106-001	MOVE-OUT CREDIT	02/26/2024	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$79.59		
141969	02/26/2024	Open			Utility Management Refund	SINGH, UTTAM	\$398.19		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		204285-008	MOVE-OUT CREDIT	02/26/2024	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$398.19		
141970	02/29/2024	Open			Accounts Payable	ABS DIRECT INC	\$7,691.65		
	Invoice		Date	Description			Amount		
	134828		02/12/2024	CM Mailing - Business Owners			\$691.65		
	MP-20240227		02/27/2024	POSTAGE ADVANCE FOR APRIL/MAY 2024			\$7,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$7,691.65		
141971	02/29/2024	Open			Accounts Payable	AFLAC	\$3,648.28		
	Invoice		Date	Description			Amount		
	774112		02/22/2024	INDIVIDUAL FEBRUARY 2024			\$3,648.28		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,648.28		
141972	02/29/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$2,247.67		
	Invoice		Date	Description			Amount		
	INV1739		02/09/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$148.71		
	INV1782		02/14/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$419.64		
	INV1833		02/21/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$726.44		
	INV1832		02/21/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$45.61		
	INV1834		02/21/2024	ALLEGIANCE - JANITORIAL SUPPLIES			\$348.23		
	INV1862		02/26/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$559.04		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,247.67		
141973	02/29/2024	Open			Accounts Payable	ALTA Language Services, Inc.	\$132.00		
	Invoice		Date	Description			Amount		
	IS697340		01/31/2024	PD Listening & Speaking Tests 1/4/2024			\$132.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$132.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
141974	02/29/2024	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$214.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2/18/24		02/18/2024		Monthly Internet Service - 2/19/24-3/18/24		\$214.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	501 - Information Technology				501.11000 (Cash)		\$214.00		
141975	02/29/2024	Open			Accounts Payable	AT&T Corp	\$579.86		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4147286804		02/11/2024		SRWA - JPA, Surface Water, Operations - Internet Access Feb 2024		\$579.86		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	950 - SRWA - JPA				950.11000 (Cash)		\$579.86		
141976	02/29/2024	Open			Accounts Payable	Beacon Integrated Professional Resources, Inc	\$348.79		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	203108		10/31/2023		SR01, 14-27 Intersection Improv Taylor Rd and Walnut Rd-10/31/23		\$348.79		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$348.79		
141977	02/29/2024	Open			Accounts Payable	BONANDER TRUCKS	\$316.86		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	271790		02/19/2024		(\$)BLOCK		\$316.86		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$316.86		
141978	02/29/2024	Open			Accounts Payable	BSK & ASSOCIATES	\$1,623.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0105001		12/31/2023		SR07, 21-44 Pedretti Park Lighting Improvements- 12/31/23		\$1,623.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	120 - Tourism				120.11000 (Cash)		\$1,623.50		
141979	02/29/2024	Open			Accounts Payable	CAL VALLEY CONSTRUCTION, INC.	\$49,550.05		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PP5 22-001 PACK3		02/20/2024		22-001 Citywide St Rehab & Impov Project Pac 3- Fosberg-12/31/23		\$49,550.05		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	115 - Measure A - Roads				115.11000 (Cash)		\$49,550.05		
141980	02/29/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$52,323.11		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	FB47296		02/09/2024		WASTEWATER STAFFING ANALYSIS SERVICES		\$5,035.00		
	FB47511		02/12/2024		PROF. SVC FOR 1/31/24		\$47,288.11		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,035.00		
	420 - WATER				420.11000 (Cash)		\$47,288.11		
141981	02/29/2024	Open			Accounts Payable	CDW LLC	\$2,541.92		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PN49108		02/09/2024		Macbook Pro - Admin/Communications		\$2,541.92		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					110 - General Fund	110.11000 (Cash)	\$2,541.92		
141982	02/29/2024	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$1,140.00		
					Invoice	Date	Description	Amount	
					239088	02/14/2024	UT - AGGREGATE, ASPHALTIC CONCRETE & RELATED MATERIALS	\$564.00	
					239433	02/21/2024	FILL SAND	\$576.00	
					Paying Fund	Cash Account	Amount		
					420 - WATER	420.11000 (Cash)	\$1,140.00		
141983	02/29/2024	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$20,431.00		
					Invoice	Date	Description	Amount	
					78826	02/13/2024	SCHEDULED MAINTENANCE SECTION 1 & SECTION 3 CITY HALL SERVER	\$20,431.00	
					Paying Fund	Cash Account	Amount		
					110 - General Fund	110.11000 (Cash)	\$8,913.00		
					205 - Sports Facilities	205.11000 (Cash)	\$556.00		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$7,280.00		
					420 - WATER	420.11000 (Cash)	\$489.00		
					426 - Transit	426.11000 (Cash)	\$1,465.00		
					501 - Information Technology	501.11000 (Cash)	\$844.00		
					505 - Fleet	505.11000 (Cash)	\$884.00		
141984	02/29/2024	Open			Accounts Payable	CONTI CORPORATION	\$1,600.00		
					Invoice	Date	Description	Amount	
					24020515	02/20/2024	Council Chambers Programming	\$1,600.00	
					Paying Fund	Cash Account	Amount		
					240 - Small Equipment Replacement	240.11000 (Cash)	\$1,600.00		
141985	02/29/2024	Open			Accounts Payable	Core & Main LP	\$4,039.83		
					Invoice	Date	Description	Amount	
					U127170	02/07/2024	3" & LARGER ULTRASONIC WATER METERS	\$4,039.83	
					Paying Fund	Cash Account	Amount		
					420 - WATER	420.11000 (Cash)	\$4,039.83		
141986	02/29/2024	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$860.00		
					Invoice	Date	Description	Amount	
					0000049554	02/14/2024	ADD LOCKS TO PUMP STATION ON N QUINCY	\$860.00	
					Paying Fund	Cash Account	Amount		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$860.00		
141987	02/29/2024	Open			Accounts Payable	DELL MARKETING LP	\$903.04		
					Invoice	Date	Description	Amount	
					10730128388	02/10/2024	Computer for Deputy CM	\$903.04	
					Paying Fund	Cash Account	Amount		
					110 - General Fund	110.11000 (Cash)	\$903.04		
141988	02/29/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$1,196.54		
					Invoice	Date	Description	Amount	
					S6078795.001	02/14/2024	P&S 8694 MOGUL PULSE RATED 4KV KEYLESS LMPHLDR	\$161.72	
					S6076737.001	02/09/2024	SUPPLIES	\$828.08	
					S6069964.002	02/12/2024	IDEAL 61-757 600A CLAMP METER	\$206.74	

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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			
	246 - Landscape Assessment			246.11000 (Cash)		\$989.80			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$206.74			
141989	02/29/2024	Open			Accounts Payable	Erika A Phillips DBA Fit Kitchen Meal Prep LLC	\$1,000.00		
	Invoice			Date	Description	Amount			
	PIP 2/20/24			02/20/2024	Partnership Incentive Program - Fit Kitchen Meal Prep	\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			
141990	02/29/2024	Open			Accounts Payable	FALANY FENCE COMPANY INC	\$6,413.00		
	Invoice			Date	Description	Amount			
	15140			02/15/2024	REPAIRS TO ORNAMENTAL FENCE ON W. MAIN ST.	\$2,354.00			
	15139			02/15/2024	ORNAMENTAL FENCE REPAIR - SODERQUIST	\$4,059.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$6,413.00			
141991	02/29/2024	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$381.50		
	Invoice			Date	Description	Amount			
	29052			01/31/2024	CAR WASH SERVICES - JANUARY 2024	\$381.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$371.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3.50			
	426 - Transit			426.11000 (Cash)		\$7.00			
141992	02/29/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$1,620.66		
	Invoice			Date	Description	Amount			
	CATUR190690			02/20/2024	Transfer Tape	\$132.52			
	CATUR190487			02/14/2024	M18 FUEL COMBO	\$1,488.14			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$132.52			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,488.14			
141993	02/29/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$14.65		
	Invoice			Date	Description	Amount			
	8-417-70771			02/23/2024	SHIPPING CHARGES FOR 2/23/24	\$14.65			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$14.65			
141994	02/29/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,883.83		
	Invoice			Date	Description	Amount			
	021724WILSON			02/23/2024	02172024 PAYROLL WITHHOLDING	\$1,883.83			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,883.83			
141995	02/29/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$100.38		
	Invoice			Date	Description	Amount			
	P3438701			02/13/2024	PARTS FOR CITY EQUIPMENT	\$100.38			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$100.38			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
141996	02/29/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$3,034.15		
	Invoice		Date	Description		Amount			
	K4B0502		02/05/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT		\$48.00			
	K4B0815		02/08/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$93.00			
	K4B0902		02/09/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$93.00			
	K4B1202		02/12/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$48.00			
	K4B1307		02/13/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$48.00			
	K4B1403		02/14/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$96.00			
	K4B1510		02/15/2024	SRWA LABORATORY ANALYSIS SERVICES - No Charge		\$0.00			
	K4B1602		02/16/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$93.00			
	K4B1902		02/19/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$93.00			
	K4B2004		02/20/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual		\$48.00			
	K4B1312		02/13/2024	CORROSION CONTROL WQP MON - SITES		\$619.50			
	K4B0809		02/08/2024	PRS STATION MONITORING W24 (CONFLUENCE)		\$738.15			
	K4B1310		02/13/2024	DW - WELL 38 MONTHLY ANALYSIS		\$384.30			
	K4B1311		02/13/2024	CORROSION CONTROL WQP MON - TERMINAL TANK PUMP STATION		\$64.00			
	K4B1322		02/13/2024	LABORATORY ANALYSIS SERVICES		\$201.60			
	K4B0603		02/06/2024	WELL 38 MONTHLY		\$285.60			
	K4B1201		02/13/2024	WELL 38 RAW & TREATED ARSENIC (PROCESS CONTROL)		\$81.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$2,374.15			
	950 - SRWA - JPA			950.11000 (Cash)		\$660.00			
141997	02/29/2024	Open			Accounts Payable	GILLIG LLC	\$649.61		
	Invoice		Date	Description		Amount			
	41142554		02/20/2024	KIT, BRAKE PAD EX225		\$649.61			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$649.61			
141998	02/29/2024	Open			Accounts Payable	Goldfarb & Lipman LLP	\$803.00		
	Invoice		Date	Description		Amount			
	470426		02/12/2024	Professional Services - January 2024		\$803.00			
	Paying Fund			Cash Account		Amount			
	260 - PLHA-PermanentLocalHousingAlloc			260.11000 (Cash)		\$803.00			
141999	02/29/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$12,544.29		
	Invoice		Date	Description		Amount			
	75098		02/05/2024	SRWA Fuel for Generators		\$6,041.16			
	75101		02/06/2024	SRWA Fuel for Generators		\$6,503.13			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$12,544.29			

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142000	02/29/2024	Open			Accounts Payable	GRAINGER INC, W W	\$1,669.46		
	Invoice		Date	Description		Amount			
	9017624538		02/12/2024	SRWA Supplies - Gen Supplies ball valves		\$254.06			
	9023657464		02/16/2024	SRWA Supplies - Gen Supplies Multi Size tap set, 8' step ladder		\$1,355.66			
	9020297769		02/14/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$59.74			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$59.74			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,609.72			
142001	02/29/2024	Open			Accounts Payable	HASA INC	\$46,746.51		
	Invoice		Date	Description		Amount			
	939683		01/23/2024	SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$15,630.39			
	941348		02/06/2024	SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$15,295.30			
	942356		02/13/2024	SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$15,820.82			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$46,746.51			
142002	02/29/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUBOOK	\$2,765.21		
	Invoice		Date	Description		Amount			
	INV00279440		02/16/2024	SRWA supplies - Safety Supplies - Spill Kits		\$1,060.89			
	INV00279620		02/16/2024	SRWA supplies - Lab Supplies - pH Sensor		\$968.27			
	INV00283863		02/21/2024	STOCK #77498		\$736.05			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$736.05			
	450 - SRWA - Operations			450.11000 (Cash)		\$2,029.16			
142003	02/29/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$153.74		
	Invoice		Date	Description		Amount			
	649721		02/16/2024	Supplies for Municipal Services		\$153.74			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$153.74			
142004	02/29/2024	Open			Accounts Payable	HILMAR READY MIX	\$80.91		
	Invoice		Date	Description		Amount			
	12451		01/23/2024	READYMIX CONCRETE		\$80.91			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$80.91			
142005	02/29/2024	Open			Accounts Payable	Hilmar Rentals LLC	\$107.75		
	Invoice		Date	Description		Amount			
	25916		11/20/2023	LAWN POWER RAKE/SEEDER 18" TURFCO		\$107.75			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$107.75			
142006	02/29/2024	Open			Accounts Payable	INTERSTATE SALES INC	\$416.25		
	Invoice		Date	Description		Amount			
	14779		02/20/2024	brace cross		\$416.25			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$416.25			

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142007	02/29/2024	Open			Accounts Payable	ITRON INC	\$3,500.75		
	Invoice		Date	Description		Amount			
	672563		02/10/2024	HOSTING SERVICE 3/1 - 3/31/24		\$3,500.75			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$3,500.75			
142008	02/29/2024	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,551.68		
	Invoice		Date	Description		Amount			
	March 2024		02/14/2024	JCS -MOBILE HOME RENT SUBSIDY PROGRAM		\$1,551.68			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$1,551.68			
142009	02/29/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$140,110.05		
	Invoice		Date	Description		Amount			
	50105R		12/31/2023	22-001 CM for Projects for 2022 Constr Roads Program-12/31/23		\$140,110.05			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$140,110.05			
142010	02/29/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$93.85		
	Invoice		Date	Description		Amount			
	41697809		02/14/2024	ASPHALT/MATERIALS		\$93.85			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$93.85			
142011	02/29/2024	Open			Accounts Payable	METER VALVE & CONTROL INC	\$6,706.52		
	Invoice		Date	Description		Amount			
	INV-006040		02/06/2024	ITRON MOBILE RADIO		\$6,706.52			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$6,706.52			
142012	02/29/2024	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$1,399.38		
	Invoice		Date	Description		Amount			
	202570 01		02/20/2024	SRWA Supplies - Gen Supplies - Elbows, unions, wheeler cutter		\$1,399.38			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,399.38			
142013	02/29/2024	Open			Accounts Payable	Mountain Cascade, Inc.	\$95,705.84		
	Invoice		Date	Description		Amount			
	027		01/31/2024	18-69 Surface Water Distribution System Improvements-1/31/24		\$95,705.84			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$95,705.84			
142014	02/29/2024	Open			Accounts Payable	MRC SMART TECHNOLOGY SOLUTIONS dba MR. COPY INC	\$2,850.08		
	Invoice		Date	Description		Amount			
	IN3933145		01/22/2024	Printer Maintenance and Management System 10.26.2023-11.25.2023		\$2,850.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,547.62			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$9.54			
	405 - Building			405.11000 (Cash)		\$18.62			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
							\$92.41		
							\$58.45		
							\$11.79		
							\$110.98		
							\$0.67		
142015	02/29/2024	Open			Accounts Payable	NATIONAL CONSTRUCTION RENTALS INC	\$2,332.20		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7310576		02/01/2024		6F TEMPORARY FENCE RENTAL 02/18/24 - 08/17/2024		\$2,332.20		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,332.20		
142016	02/29/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$557.30		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8577-418425		02/16/2024		New Brake Master Cylinder,CARQUEST Premium Synthetic Brake Fluid		\$91.30		
	8577-418562		02/20/2024		battery - Credit for Orig 418134		(\$58.66)		
	8577-418626		02/21/2024		FILTERS		\$112.80		
	8577-418645		02/21/2024		WASHER FLUID		\$110.36		
	8577-418653		02/21/2024		BRAKE PADS-PROF PLAT		\$45.18		
	8577-418656		02/21/2024		MINI BULB-LONG LIFE		\$15.95		
	8577-418728		02/22/2024		BATTERY		\$178.72		
	8577-418743		02/22/2024		RAYCO DEADMAN SWITCH		\$61.65		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$289.08		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$174.45		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$91.30		
	420 - WATER				420.11000 (Cash)		\$61.13		
	426 - Transit				426.11000 (Cash)		(\$58.66)		
142017	02/29/2024	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$7,067.43		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	24221		01/31/2024		SR07, 21-021 Pedras Road Rehabilitation-1/31/24		\$180.60		
	23683		11/30/2023		SR06, 18-67 Water Main and Sewer Replacement 2023-11/30/23		\$6,886.83		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$180.60		
	420 - WATER				420.11000 (Cash)		\$6,886.83		
142018	02/29/2024	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$8,297.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3751401		02/04/2024		SR07, 19-51 Columbia Pool Improv Construction Surveying-2/4/24		\$8,297.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	301 - Capital Improvements				301.11000 (Cash)		\$8,297.00		
142019	02/29/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$23,033.13		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3960		02/11/2024		SRWA - Senior Operator MC 2.05.24 - 2.11.24		\$11,525.13		
	3961		02/11/2024		SRWA - Senior Operator RM 2.07.24 - 2.11.24		\$7,398.00		
	3962		02/07/2024		SRWA - Senior Operator EB 2.05.24 - 2.07.24		\$4,110.00		

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	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$23,033.13		
142020	02/29/2024	Open			Accounts Payable	PAUL'S GLASS CO	\$1,102.98		
	Invoice		Date	Description			Amount		
	35389		02/21/2024	FRONT DOOR REPAIRS TO WQC BUILDING			\$1,102.98		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,102.98		
142021	02/29/2024	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$228.10		
	Invoice		Date	Description			Amount		
	PODS006798179		02/14/2024	Monthly Rental @ 701 S. Walnut 2/14 - 3/13/2024			\$228.10		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$228.10		
142022	02/29/2024	Open			Accounts Payable	PUMP PROS INC	\$2,014.10		
	Invoice		Date	Description			Amount		
	1063		02/15/2024	Water and Sewer parts			\$46.29		
	1059		02/12/2024	Water and Sewer parts			\$1,967.81		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$2,014.10		
142023	02/29/2024	Open			Accounts Payable	REED INC, GEORGE	\$219.96		
	Invoice		Date	Description			Amount		
	100323781		01/31/2024	Supplies Hot Mix			\$113.53		
	100324331		02/12/2024	Supplies Hot Mix			\$106.43		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$219.96		
142024	02/29/2024	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$1,230.00		
	Invoice		Date	Description			Amount		
	16018.1		01/31/2024	NPDES PERMIT COMPLIANCE SERVICES TASK 1 ON CALL THROUGH 1.15.24			\$578.25		
	16018.2		01/31/2024	NPDES PERMIT COMPLIANCE SERVICES TASK 2 THROUGH 1.15.24			\$651.75		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,230.00		
142025	02/29/2024	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$1,112.00		
	Invoice		Date	Description			Amount		
	Jan 2024		01/05/2024	Romeo Medical Services January 2024			\$1,112.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$234.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$67.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$343.00		
	420 - WATER			420.11000 (Cash)			\$468.00		
142026	02/29/2024	Open			Accounts Payable	Romtec, Inc	\$80,323.07		
	Invoice		Date	Description			Amount		
	INV1393		02/19/2024	Columbia Pool Renovation-Pool pump and Chemical Building			\$80,323.07		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$80,323.07		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
142027	02/29/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$323.27		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3036101353		02/16/2024		SENDER AND PUMP ASY		\$323.27		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	246 - Landscape Assessment				246.11000 (Cash)		\$323.27		
142028	02/29/2024	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$577.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	N161503		02/01/2024		FACILITY ID# N5980		\$577.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$577.00		
142029	02/29/2024	Open			Accounts Payable	SHARPENING SHOP	\$523.42		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	413821		02/06/2024		EQUIPMENT - FILE GUIDE; WOOD CUTTER; WAIST EXTENDER; APRON CHAPS		\$211.78		
	413799		02/06/2024		EQUIPMENT - CHAIN; WOOD CUTTER; ROUND FILE		\$174.88		
	414173		02/12/2024		EQUIPMENT- CASE OF WOOD CUTTERS BAR OIL		\$92.32		
	414252		02/13/2024		EQUIPMENT - BAR OIL QUART		\$44.44		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$174.88		
	246 - Landscape Assessment				246.11000 (Cash)		\$348.54		
142030	02/29/2024	Open			Accounts Payable	SOUTHERN TIRE MART	\$2,162.18		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7320009879		02/20/2024		TIRES		\$1,199.84		
	7320009907		02/21/2024		SR90-88 TIRE REPAIR		\$128.88		
	7320009940		02/22/2024		TIRES		\$833.46		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,199.84		
	246 - Landscape Assessment				246.11000 (Cash)		\$833.46		
	420 - WATER				420.11000 (Cash)		\$128.88		
142031	02/29/2024	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$6,685.41		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PP3/CP 20-039		02/16/2024		20-039 Traffic Signal Synchronization E Monte Vista Ave-2/16/24		\$378.76		
	23044519		01/31/2024		TRAFFIC SIGNAL MAINTENANCE & REPAIR SERVICES - JANUARY RESPONSE		\$6,306.65		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$378.76		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$6,306.65		
142032	02/29/2024	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$125.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	DANNY CARDOSO		02/26/2024		Operator In Training Application for Wastewater Treatment Plants		\$125.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$125.00		

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142033	02/29/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description			Amount		
	021724BECCHETTI		02/23/2024	02172024 PAYROLL WITHHOLDING			\$405.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$405.35		
142034	02/29/2024	Open			Accounts Payable	T I D	\$111.09		
	Invoice		Date	Description			Amount		
	2/09/2024 Jason		02/12/2024	H23-0859 570 Jason Dr			\$17.63		
	01/26/24 Shadow		01/26/2024	H23-0860 1827 Shadow Park Dr			\$41.97		
	02/09/2024 Cody		02/09/2024	H23-0858 2065 Cody Ct			\$23.41		
	02/09/2024 Birch		02/09/2024	H23-0861 573 Birchwood Way			\$28.08		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$111.09		
142035	02/29/2024	Open			Accounts Payable	TBA AUTO PARTS	\$138.61		
	Invoice		Date	Description			Amount		
	5-076860		02/21/2024	WINDSHIELD C			\$138.61		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$138.61		
142036	02/29/2024	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$2,177.50		
	Invoice		Date	Description			Amount		
	499560		12/13/2023	PO Trainee MER 12.13.23-1.3.24			\$648.00		
	500048-A		12/13/2023	Water Treatment Plant Oper Sr MOD 12.18.23-1.7.24			\$900.00		
	511670		12/13/2023	ESD Trainee MER 1.21.24-1.28.24			\$629.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,277.50		
	420 - WATER			420.11000 (Cash)			\$900.00		
142037	02/29/2024	Open			Accounts Payable	THOMAS & ASSOCIATES	\$15,224.39		
	Invoice		Date	Description			Amount		
	33870		02/16/2024	GORMAN- RUPP PUMP FOR DIGESTER#3			\$15,224.39		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$15,224.39		
142038	02/29/2024	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$85,884.29		
	Invoice		Date	Description			Amount		
	30023		02/09/2024	SRWA - TID Commissioning Procedures & Normal Operations			\$68,429.75		
	30040		02/09/2024	SRWA - TID Commissioning Procedures & Normal Operations			\$17,454.54		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$85,884.29		
142039	02/29/2024	Open			Accounts Payable	TURLOCK JOURNAL	\$490.00		
	Invoice		Date	Description			Amount		
	360259		01/31/2024	Legal Ad 4382 - Committee Vacancy			\$45.00		
	360261		01/31/2024	Legal Ad 4384 - PH Appeal to Council			\$105.00		
	360260		01/31/2024	Legal Ad 4383 - Ordinance 1308 Passage			\$90.00		
	360802		02/11/2024	Police Records Tech 2/1/2024			\$250.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$490.00		

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142040	02/29/2024	Open			Accounts Payable	UNITED SITE SERVICES OF CALIFORNIA, INC.	\$188.52		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	114-13761851		12/18/2023		Northeast Basin; PORTABLE TOILET RENTAL; 12/25 -1/11/2024		\$62.84		
	114-13779842		01/15/2024		Northeast Basin; PORTABLE TOILET RENTAL; 01/12 - 2/8/24		\$62.84		
	114-13797358		02/12/2024		Northeast Basin; PORTABLE TOILET RENTAL; 02/9 - 3/7/24		\$62.84		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	246 - Landscape Assessment				246.11000 (Cash)		\$188.52		
142041	02/29/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$9,681.31		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	51862764		02/14/2024		SODIUM BISULFITE		\$9,681.31		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$9,681.31		
142042	02/29/2024	Open			Accounts Payable	USALCO MODESTO PLANT LLC	\$20,184.78		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	910087998		01/31/2024		Aluminum Chlorohydrate		\$20,184.78		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$20,184.78		
142043	02/29/2024	Open			Accounts Payable	VERIZON WIRELESS	\$4,433.60		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9955829741		02/03/2024		Admin/Council - Monthly Cell Phone & Devices Bill 1/4 -2/3/24		\$354.31		
	9950888515		12/03/2023		972530635-00029 UTILITIES (11/4-12/3)		\$1,148.05		
	99558297 49		02/03/2024		972530635-00038 -SRWA Surface Pros(1/3 - 2/3/24)		\$445.12		
	9950888516		12/03/2023		972530635-00030 WQC (11/4-12/3)		\$494.13		
	9955829743		02/03/2024		972530635-00029 UTILITIES (1/4-2/3)		\$1,264.75		
	9955829748		02/03/2024		972530635-00037-UTILITY METER WELL SITES - MASTER RADIO(1/4-2/3)		\$42.38		
	9955829744		02/03/2024		972530635-00030 WQC (1/4-2/3)		\$494.13		
	9955829745		02/03/2024		972530635-00032 ELECTRICAL (1/4-2/3)		\$64.44		
	9950888517		12/03/2023		972530635-00032 ELECTRICAL (11/4-12/3)		\$84.09		
	9950888520		12/03/2023		972530635-00037-UTILITY METER WELL SITES - MASTER RADIO(11/4-12/3)		\$42.20		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$354.31		
	246 - Landscape Assessment				246.11000 (Cash)		\$80.02		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,956.43		
	420 - WATER				420.11000 (Cash)		\$1,363.70		
	450 - SRWA - Operations				450.11000 (Cash)		\$646.16		
	505 - Fleet				505.11000 (Cash)		\$32.98		
142044	02/29/2024	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$1,250.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	12-3944		02/01/2024		Project Management Software Tool for Capital Projects-Feb 2024		\$1,250.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	502 - Engineering				502.11000 (Cash)		\$1,250.00		

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142045	02/29/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$1,654.51		
	Invoice		Date	Description		Amount			
	8815321159		02/19/2024	STIRRER WARING W/METALCONTAN		\$1,388.40			
	8815292112		02/15/2024	LAB SUPPLIES		\$70.06			
	8815327765		02/20/2024	LAB SUPPLIES		\$196.05			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,584.45			
	420 - WATER			420.11000 (Cash)		\$70.06			
142046	02/29/2024	Open			Accounts Payable	WECO INDUSTRIES INC	\$4,757.78		
	Invoice		Date	Description		Amount			
	0053115-IN		02/07/2024	DUAL CHANNEL CLIP ON WIRELESS PACK		\$4,757.78			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,757.78			
142047	02/29/2024	Open			Accounts Payable	BERNARD, JASON	\$1,700.00		
	Invoice		Date	Description		Amount			
	02/19/2024		02/20/2024	REIMBURSEMENT FOR BERNARD CHIEF OFFICER 3A-3D		\$1,700.00			
	Paying Fund			Cash Account		Amount			
	265 - Fire Department Grants			265.11000 (Cash)		\$1,700.00			
142048	02/29/2024	Open			Accounts Payable	BRICKER, JESSICA	\$65.40		
	Invoice		Date	Description		Amount			
	14913963		02/21/2024	PLAY Program family credit		\$65.40			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$65.40			
142049	02/29/2024	Open			Accounts Payable	BRICKER, JESSICA	\$1,159.20		
	Invoice		Date	Description		Amount			
	14913972		02/21/2024	PLAY Program family credit		\$1,159.20			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,159.20			
142050	02/29/2024	Open			Accounts Payable	Contreras, Ismael	\$37.89		
	Invoice		Date	Description		Amount			
	S2184638.001		02/09/2024	10 amp fuses		\$37.89			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$37.89			
142051	02/29/2024	Open			Accounts Payable	COPLAND, ZACHARY	\$400.00		
	Invoice		Date	Description		Amount			
	ECT00011-2024		02/20/2024	REIMBURSEMENT FOR COPLAND COMPANY OFFICER 2B		\$400.00			
	Paying Fund			Cash Account		Amount			
	265 - Fire Department Grants			265.11000 (Cash)		\$400.00			
142052	02/29/2024	Open			Accounts Payable	Deol, Sukhminder , S	\$584.29		
	Invoice		Date	Description		Amount			
	TR4933 PER DIEM		02/26/2024	2024 Planning Commissioners Academy, Long Beach CA, 3/5-3/8/24		\$584.29			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$584.29			

Payment Register

From Payment Date: 2/23/2024 - To Payment Date: 2/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
142053	02/29/2024	Open			Accounts Payable	ENCALADE JR., ANTHONY	\$50.00		
	Invoice		Date	Description			Amount		
	7389065		10/05/2023	REIMBURSEMENT FOR WATER GRADE D1			\$50.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$50.00		
142054	02/29/2024	Open			Accounts Payable	GERHARDT, ASHLEY	\$970.00		
	Invoice		Date	Description			Amount		
	14914013		02/21/2024	PLAY Program family credit			\$970.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$970.00		
142055	02/29/2024	Open			Accounts Payable	GERHARDT, ASHLEY	\$130.00		
	Invoice		Date	Description			Amount		
	14914002		02/21/2024	PLAY Program family credit			\$130.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$130.00		
142056	02/29/2024	Open			Accounts Payable	Gonzalez, Mayra	\$440.00		
	Invoice		Date	Description			Amount		
	14876356		02/15/2024	PLAY Program family credit			\$440.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$440.00		
142057	02/29/2024	Open			Accounts Payable	Icelow , Randy	\$147.50		
	Invoice		Date	Description			Amount		
	14895832		02/20/2024	Building Deposit Refund - cancellation @ Rube Boesch Center			\$147.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$147.50		
142058	02/29/2024	Open			Accounts Payable	Johnson, Mary Ann	\$1,000.00		
	Invoice		Date	Description			Amount		
	14860588		02/12/2024	Full Building Deposit Refund @ Senior Center			\$1,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,000.00		
142059	02/29/2024	Open			Accounts Payable	Johnson, Patrick	\$584.29		
	Invoice		Date	Description			Amount		
	TR4935 PER DIEM		02/26/2024	2024 Planning Commissioners Academy, Long Beach CA, 3/5-3/8/24			\$584.29		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$584.29		
142060	02/29/2024	Open			Accounts Payable	MOORE, NAKETHEIA	\$291.00		
	Invoice		Date	Description			Amount		
	14914136		02/21/2024	PLAY Program family credit			\$291.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$291.00		
142061	02/29/2024	Open			Accounts Payable	MORING, BRADLEY	\$360.00		
	Invoice		Date	Description			Amount		
	02152024		02/15/2024	EDUCATIONAL INCENTIVE PROGRAM; CERTIFIED POOL OPERATOR (CPO)			\$360.00		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 2/23/2024 - To Payment Date: 2/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	217 - Streets - Gas Tax			217.11000 (Cash)			\$360.00		
142062	02/29/2024	Open			Accounts Payable	Sims, Anthony	\$677.19		
	Invoice		Date	Description			Amount		
	Prof Dev FY23/24		02/20/2024	PROFESSIONAL DEVELOPMENT FY 23/24			\$677.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$677.19		

Type Check Totals:
AP - Accounts Payable Totals

96 Transactions \$787,756.62

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$787,756.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$787,756.62	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$787,756.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$787,756.62	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$787,756.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$787,756.62	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$787,756.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$787,756.62	\$0.00

City Council Meeting Minutes

February 13, 2024

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, Kevin Bixel, Rebecka Monez, Vice Mayor Pam Franco, and Mayor Amy Bublak.

Absent: None

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

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda as posted as motioned by Vice Mayor Franco, seconded by Councilmember Monez and carried 5/0 by the following vote:

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

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

A. Appointment: Parks, Arts, and Recreation Commission

Mayor Bublak recommended the appointment of Raj Sangha to the Parks, Arts, and Recreation Commission.

Action: Motion by Councilmember Monez, seconded by Vice Mayor Franco, appointing Raj Sangha to the Parks, Arts, and Recreation Commission. Motion carried by the following vote:

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

B. Briefing: Facility owned/operated by AHS Turlock Operating LLC, Alamo Health Management and/or related entities at 1617 Colorado Avenue (*Petrulakis*)

City Attorney Petrulakis gave a briefing on the facility owned/operated by AHS Turlock Operating LLC, Alamo Health Management, including the background and events that led to the item azenized. Police Chief Hedden provided statistics and history of the current facility. He noted that he requested Lieutenant Shaw reach out to other places where Alamo Health Management is operating similar facilities, to get an idea of what the community can expect. Lieutenant Shaw shared the information that he received from San Pablo Police Department, and San Bernardino Sherriff's Department, and answered questions from the Council.

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

Vito Chiesa
Betty Dominici

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Dana Travathen
Linda Ripley
Debbie Martinez
Ron Bridegroom
Lenia Leal
Wade Robinson
Cristina Casale
Patty Romero
Candace Peterson
Amanda Barnett
David Yakow
Tina
Manuel Jimenez Jr.
Cheryl Rice
Grady Welch
Andrew Nosrati
Daniel Reyes
Jody Curtice
Ryan Taylor
Robert Puffer
Mary Jackson
Leslie Stokes
Name not provided
Kelley Coelho
Joe Frensley
Luke
Donna Ensley
Gina
Becky
Name not provided

Superintendent Vito Chiesa responded to statements, and questions from the public. He provided clarification on the Stanislaus County's part. He discussed the various levels of care, and facility services.

With no further comment, Mayor Bublak closed public comment.

Council provided their thoughts on the item, and City Attorney Petrulakis responded to questions from the Council.

Mayor Bublak called for a five-minute recess at 8:45 p.m.

At 8:51 p.m. the meeting was reconvened.

3. PUBLIC PARTICIPATION

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

Loretta Walters
Donna Ensley
Christan Santos
Ron Bridegroom
Grady Welch
Milt Trieweiler

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With no further comment, Mayor Bublak closed public comment.

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 5/0 by the following vote:

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

5. CONSENT CALENDAR

A. Motion: Accepting the Weekly demands 01/12/2024 through 01/18/2024 in the amount of \$2,071,144.10, the Weekly Demands of 01/19/2024 through 01/25/2024 in the amount of \$4,059,495.98, the Weekly Demand of 01/26/2024 through 02/01/2024 in the amount of \$596,495.90, AP EFT November 2023 in the amount of \$128,427.09, AP EFT December 2023 in the amount of \$7,644,730.48, Payroll EFT October 2023 in the amount of \$2,372,830.69, and the Investment and Cash Report for December 31, 2023 in the amount of \$249,657,498.17

B. Motion: Accepting Minutes of the January 23, 2024 meeting of the City of Turlock City Council

C. Resolution 2024-004: Approving a professional services agreement with GHD, Inc. of San Luis Obispo, California, in a form approved by the City Attorney, in the amount of \$32,840 for professional engineering and traffic surveys to be funded by Fund 217 Streets – Gas Tax account number 217-50-511.43060_010 “Contract Services Traffic Count Data Collection” and appropriating \$40,000 from Fund 217 Streets – Gas Tax unallocated reserves to account number 217-50-511.43060_010 “Contract Services Traffic Count Data Collection” to provide necessary funding for City Project No. 20-023 “Engineering and Traffic Surveys” (*Morris*)

D. 1) Resolution 2024-005: Approving an agreement with WMB Architects of Stockton, in a form approved by the City Attorney, California for On-call Architectural services for City Project No. 23-053 “RFQ for Architectural Services” in an amount not to exceed \$300,000, to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services (*Schulze*)

2) Resolution 2024-006: Approving an agreement with RED Inc. Architects of Modesto, in a form approved by the City Attorney, California, for On-call Architectural services for City Project No. 23-053 “RFQ for Architectural Services” in an amount not to exceed \$300,000, to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services

E. 1) Resolution 2024-007: Approving an agreement with BSK Associates of Tracy, California, in a form approved by the City Attorney, for On-Call Geotechnical, Materials Testing, and Special Inspection Services for City Project No. 23-054 “RFQ for Materials Testing and Special Inspection Services” in an amount not to exceed \$300,000, to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services (*Schulze*)

2) Resolution 2024-008: Approving an agreement with Kleinfelder, Inc. of Stockton, California, in a form approved by the City Attorney, for On-Call Geotechnical, Materials Testing, and Special Inspection Services for City Project No. 23-054 “RFQ for Materials Testing and Special Inspection Services” in an amount not to exceed \$300,000, to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services

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- 3) Resolution 2024-009: Approving an agreement with NV5 West, Inc. of Turlock, California, in a form approved by the City Attorney, for On-Call Geotechnical, Materials Testing, and Special Inspection Services for City Project No. 23-054 “RFQ for Materials Testing and Special Inspection Services” in an amount not to exceed \$300,000, to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services
- 4) Resolution 2024-010: Approving an agreement with Terracon Consultants, Inc. of Lodi, California, in a form approved by the City Attorney, for On-Call Geotechnical, Materials Testing, and Special Inspection Services for City Project No. 23-054 “RFQ for Materials Testing and Special Inspection Services” in an amount not to exceed \$300,000, to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services
- F. Resolution 2024-011: Approving an update to the City of Turlock Title VI Program for FFY 2024-2026 as required by the Federal Transit Administration (FTA) for recipients of federal transit funding (*York*)
- G. Resolution 2024-012: Approving Amendment No. 2 to an Agreement between the City of Turlock and Clark Pest Control of Stockton, Inc., in a form approved by the City Attorney, for pest and weed control services, to increase the annual compensation amount to \$94,140, and in a total amount not to exceed \$521,060, if all renewal periods are exercised, to Fund 410 “Water Quality Control” account 410-51-532.43125_016 “Maintenance Weed Spraying” and Fund 420 “Water” account 420-52-550.43150 “Pest Control” (*Moreno*)
- H. Motion: Accepting improvements for City Project No. 21-023 “City Utility Trench Repair 2023” and authorizing the City Engineer to file a Notice of Completion (*Fisher*)
- I. Resolution 2024-013: Accepting donations made to the City of Turlock Fire Department from various donors during Fiscal Year 2023-24 in the amount of \$1,711.33 (non-monetary donations) utilized in support of the Fire Department’s Community Open House event (*Bickle*)
- J. Resolution 2024-014: Relieving a bid submitted by Pro-Ex Construction in the amount of \$53,000; awarding bid and approving an Agreement with the next lowest responsive and responsible bidder, Glass and Window Services Inc. of Turlock, California, in a form approved by the City Attorney, in the amount of \$82,000, and authorizing a contingency amount of \$8,200 (10.0%) for construction of City Project No. 23-049 “Senior Center Window Replacements” to be funded by Fund 255 “Housing Program Services Programs Public Improvements” account number 255-41-485.47210_006 “Miscellaneous Expenses” (*Morris*)

Action: Motion by Councilmember Monez, seconded by Vice Mayor Franco to adopt the Consent Calendar, and carried 5/0 by the following vote:

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

6. FINAL READINGS

None

7. PUBLIC HEARINGS

- A. Approving the first substantial amendment to the Fiscal Year 2023-2024 Annual Action Plan for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorizing the submission of the Annual Action Plan Amendment to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager to execute all related and necessary documents (*Fagan*)

Housing Program Manager Fagan provided a staff report on the item.

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
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Mayor Bublak opened the item for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

Action: Resolution 2024-015: Approving the first substantial amendment to the Fiscal Year 2023-2024 Annual Action Plan for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorizing the submission of the Annual Action Plan Amendment to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager to execute all related and necessary documents motioned by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 4/1 by the following vote:

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

- B. Approving the second substantial amendment to the Fiscal Year 2020-2021 Annual Action Plan as an element of the Consolidated Plan for the Community Development Block Grant Program (CDBG), Community Development Block Grant CARES (CDBG CARES) and HOME Investment Partnership Program (HOME), authorizing the submission of the Annual Action Plan Amendment to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager to execute all related and necessary documents (*Fagan*)

Housing Program Manager Fagan provided a staff report on the item.

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

Grady Welch
Karen Vallik
Name not provided

With no further comment, Mayor Bublak closed public comment.

Action: Resolution 2024-016: Approving the second substantial amendment to the Fiscal Year 2020-2021 Annual Action Plan as an element of the Consolidated Plan for the Community Development Block Grant Program (CDBG), Community Development Block Grant CARES (CDBG CARES) and HOME Investment Partnership Program (HOME), authorizing the submission of the Annual Action Plan Amendment to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager to execute all related and necessary documents motioned by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

- C. Introduction and first reading of an Ordinance amending Turlock Municipal Code (TMC) Title 1, "General Provisions" by adding Chapter 1-9 entitled "Conflicts of Interest and Legal Compliance Documentation" (*Petrulakis*)

City Attorney Petrulakis provided a staff report on the item.

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

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CITY COUNCIL MEETING MINUTES
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Milt Trieweiler

With no further comment, Mayor Bublak closed public comment.

Action: Ordinance 13XX-CS: Introduce and conduct first reading of an Ordinance amending Turlock Municipal Code (TMC) Title 1, "General Provisions" by adding Chapter 1-9 entitled "Conflicts of Interest and Legal Compliance Documentation" with an amendment to change the disqualification from the City's grant process from up to three (3) years to two (2) years motioned by Councilmember Abram, seconded by Councilmember Monez and carried 5/0 by the following vote:

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

8. ACTION ITEMS

None

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 Monthly Reports (*Wilson*)

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Vice Mayor Franco requested a Housing Presentation be agenized.

Mayor Bublak spoke about the status of senior housing and requested to focus on options from housing to be agenized in the future.

11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmember Abram welcomed the three new police officers, and thanked staff for assisting with the damage from the recent storms.

Councilmember Bixel agreed with Councilmember Abram.

Vice Mayor Franco welcomed the new police officers. She mentioned that she attended California Association of Councils of Governments and a topic of discussion was losing a gas tax revenue due to electric vehicles, so they are contemplating new ways to generate revenue to assist with roads.

Councilmember Monez welcomed the three new police officers and congratulated Officer Macias for winning the true grit award from the academy.

Mayor Bublak announced she will be with the City Clerk on February 14, 2024 at the McHenry Mansion to preform marriage ceremonies.

12. CLOSED SESSION

- A. Conference with Legal Counsel – Initiation of Litigation, Cal. Gov't Code 54956.9(d)(4)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist...Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."
Potential Cases: One (1)

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 13, 2024**

13. REPORTS FROM CLOSED SESSION

None

14. ADJOURNMENT

Mayor Bublak adjourned the meeting at 10:02 p.m.

Respectfully submitted



Julie Christel, City Clerk

City Council Meeting Minutes



February 27, 2024

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 6:02 p.m.

SALUTE TO THE FLAG

ROLL CALL AND DECLARATION OF CONFLICTS

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

Absent: None

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

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda as posted as motioned by Vice Mayor Franco, seconded by Councilmember Monez and carried 5/0 by the following vote:

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

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

A. Proclamation: Go Green Week (*Lupe Madrigal*) Turlock Scavenger (*Jessie Marchant*)

Lupe Madrigal, Monica Hernandez and Juan Tejada gave a presentation on Go Green Week, and Mayor Bublak presented the proclamation.

B. Presentation: Townsend Public Affairs – Andres Ramirez

Andres Ramirez from Townsend Public Affairs provided a PowerPoint presentation update on new bills introduced, significant and legislative focus, and state budget funding efforts.

3. PUBLIC PARTICIPATION

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

Milt Trieweiler
Leslie Stokes
Christon Santos
Ron Bridegroom
Bob Puffer
John Gabelon

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 27, 2024**

With no further comment, Mayor Bublak closed public comment.

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 5/0 by the following vote:

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

5. CONSENT CALENDAR

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

A. Motion: Accepting the Weekly demands of 02/02/2024 through 02/08/2024 in the amount of \$781,943.28, 02/09/2024 through 02/15/2024 in the amount of \$2,772,463.65, the Payment Register for the PR – Payroll Account for November 2023 in the amount of \$2,145,184.54, and the Investment and Cash Report for January 31, 2024 in the amount of \$273,477,449.08

B. Item pulled for separate consideration

Action: Motion by Vice Mayor Franco, seconded by Councilmember Monez to adopt the Consent Calendar as amended, and carried 5/0 by the following vote:

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

5B Approving to Employ a CalPERS Annuitant (Interim Development Services Director) pursuant to CalPERS Requirements (*Dhami*)

Director Dhami presented the request for a resolution to approve the employment of a CalPERS annuitant.

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

Milt Trieweiler

With no further comments, Mayor Bublak closed public comment.

Action: Resolution 2024-017: Approving to Employ a CalPERS Annuitant (Interim Development Services Director) pursuant to CalPERS Requirements as motioned by Councilmember Monez, seconded by Vice Mayor Franco and carried 5/0 by the following vote:

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

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 27, 2024**

6. FINAL READINGS

- A. Second and final reading of an Ordinance amending Turlock Municipal Code (TMC) Title 1, “General Provisions” by adding Chapter 1-9 entitled “Conflicts of Interest and Legal Compliance Documentation” (*Petrulakis*)

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

Action: Ordinance 1309-CS: Second and final reading of an Ordinance amending Turlock Municipal Code (TMC) Title 1, “General Provisions” by adding Chapter 1-9 entitled “Conflicts of Interest and Legal Compliance Documentation” as motioned by Vice Mayor Franco, seconded by Councilmember Monez and carried 5/0 by the following vote:

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

7. PUBLIC HEARINGS

- A. Denying the appeal and affirming the Planning Commission decision denying Variance 2023-01 at 2560 and 2562 Mooneyham Court, Stanislaus County APN 073-043-007 (*Werner*)

City Attorney Petrulakis informed Council that the item qualifies as a quasi-judicial proceeding, as such he requested that members of the City Council disclose information applicable to the public hearing item. Councilmember Abram disclosed that she had ex parte communication with Mr. Leoniak on February 19, 2024, in regards to the history of the structure, and what led to the hearing. Councilmember Bixel disclosed that he had ex parte communication with Mr. Leoniak. He added that their meeting was to hear the status of the appeal, understand Mr. Leoniak’s requests, and Councilmember Bixel directed him to the City Attorney.

Planning Manager Werner provided a staff report on the item and responded to questions from the City Council.

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

- John Leoniak
- Janine Delhi
- Bob Puffer
- Teri
- Ron Bridegroom

With no further comment, Mayor Bublak closed public comment.

Action: Resolution 2024-XXX: Denying the appeal and affirming the Planning Commission decision denying Variance 2023-01 at 2560 and 2562 Mooneyham Court, Stanislaus County APN 073-043-007 as motioned by Councilmember Monez, Seconded by Vice Mayor Franco, and failed 2/3 by the following vote:

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

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Councilmember Abram motioned to continue the hearing in April, and encourage staff to continue working out an alternative solution, seconded by Councilmember Bixel, and carried 4/1 by the following vote:

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

- B. Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Baxter Homes project (General Plan Amendment 2022-01, Rezone 2022-01, VTSM 2022-01), Amending the Land Use Diagram of the Turlock General Plan [GPA 2022-01 (Baxter Homes)], and introduction and first reading of an ordinance amending the Zoning Map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code [Rezone 2022-01 (Baxter Homes)] (*Werner*)

Planning Manager Werner provided a staff report on the item and responded to questions from the City Council.

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

- Coralie Donkers
- John
- Milt Triewailer
- Bob Puffer
- Ron Bridegroom
- Rachel Baxter

With no further comment, Mayor Bublak closed public comment.

Action: Resolution 2024-018: Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Baxter Homes project (General Plan Amendment 2022-01, Rezone 2022-01, VTSM 2022-01)

Action: Resolution 2024-019: Amending the Land Use Diagram of the Turlock General Plan [GPA 2022-01 (Baxter Homes)]

Action: Ordinance 13XX: Introduction and first reading of an Ordinance amending the Zoning Map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code [Rezone 2022-01 (Baxter Homes)]

Motioned by Councilmember Bixel, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

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8. ACTION ITEMS

- A. Approving a Master Agreement with CCME, Inc. (Merced, California office) for Construction Management and Inspection Services), in a form approved by the City Attorney, for Roads Program Capital Improvement Program (CIP) Projects (City Contract No. 2024-112); and 2) Approving a Master Agreement with Mark Thomas & Company, Inc. (Fresno, California office) for Construction Management and Inspection Services, in a form approved by the City Attorney, for Program Capital Improvement Program (CIP) Projects (City Contract No. 2024-110); and 3) Approving a Master Agreement with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services, in a form approved by the City Attorney, for Roads Program Capital Improvement Program (CIP) Projects (City Contract No. 2024-111) (*Pezeshk*)

Roads Program Manager Pezeshk presented a PowerPoint on the item and responded to questions from the City Council.

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

Milt Trieweiler
Ron Bridegroom
Bob Puffer

With no further comment, Mayor Bublak closed public comment.

Action:

- 1) Resolution 2024-020: Approving a Master Agreement with CCME, Inc. (Merced, California office) for Construction Management and Inspection Services, in a form approved by the City Attorney, for Roads Program Capital Improvement Program (CIP) Projects (City Contract No. 2024-112)
- 2) Resolution 2024-021: Approving a Master Agreement with Mark Thomas & Company, Inc. (Fresno, California office) for Construction Management and Inspection Services, in a form approved by the City Attorney, for Program Capital Improvement Program (CIP) Projects (City Contract No. 2024-110)
- 3) Resolution 2024-022: Approving a Master Agreement with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services, in a form approved by the City Attorney, for Roads Program Capital Improvement Program (CIP) Projects (City Contract No. 2024-111)

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

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

- B. Approving Amendments under the terms of the Master Agreements for Construction Management and Inspection Services for the City of Turlock’s Roads Initiative Program, in a form approved by the City Attorney, to be funded by Fund 115 “Measure A – Roads” account number 115-10-115.43327 “Construction Management” for Mark Thomas & Company, Inc.

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(City Contract No. 2024-110), CCME, Inc (City Contract No. 2024-112), and NV5, Inc. (City Contract No. 2024-111):

- 1) Amendment No. 1 for Task Order No. 1, City Contract No. 2024-110, Mark Thomas & Company, Inc. (Fresno, California office) in the amount of \$51,677.81 for City Project No. 23-032
- 2) Amendment No. 1 for Task Order No. 1, City Contract No. 2024-112, CCME, Inc. (Merced, California office), in the amount of \$26,663.22 for City Project No. 23-031, Bid Package 1
- 3) Amendment No. 1 for Task Order No. 1, P City Contract No. 2024-111, NV5, Inc. (Fresno, California office), in the amount of \$53,528.35 for City Project No. 23-031, Bid Package 2
- 4) Amendment No. 2 for Task Order No. 2, City Contract No. 2024-111, NV5, Inc. (Fresno, California office), in the amount of \$53,528.35 for City Project No. 23-033

Roads Program Manager Pezeshk presented a powerpoint on the item and responded to questions from the City Council.

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

Bob Puffer
Ron Bridegroom
Milt Trieweiler

With no further comment, Mayor Bublak closed public comment.

Action: Resolution 2024-023: Approving Amendments under the terms of the Master Agreements for Construction Management and Inspection Services for the City of Turlock’s Roads Initiative Program, in a form approved by the City Attorney, to be funded by Fund 115 “Measure A – Roads” account number 115-10-115.43327 “Construction Management” for Mark Thomas & Company, Inc. (City Contract No. 2024-110), CCME, Inc (City Contract No. 2024-112), and NV5, Inc. (City Contract No. 2024-111):

- 1) Amendment No. 1 for Task Order No. 1, City Contract No. 2024-110, Mark Thomas & Company, Inc. (Fresno, California office) in the amount of \$51,677.81 for City Project No. 23-032
- 2) Amendment No. 1 for Task Order No. 1, City Contract No. 2024-112, CCME, Inc. (Merced, California office), in the amount of \$26,663.22 for City Project No. 23-031, Bid Package 1
- 3) Amendment No. 1 for Task Order No. 1, City Contract No. 2024-111, NV5, Inc. (Fresno, California office), in the amount of \$53,528.35 for City Project No. 23-031, Bid Package 2
- 4) Amendment No. 2 for Task Order No. 2, City Contract No. 2024-111, NV5, Inc. (Fresno, California office), in the amount of \$53,528.35 for City Project No. 23-033

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

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

- C. Approving Amendments under the terms of the Master Agreements for Engineering Design Services for the City of Turlock’s Roads Initiative Program, in a form approved by the City Attorney, to be funded by Fund 115 “Measure A – Roads” Account Number 115-10-115.43366_001 “Design Roads,” For Mark Thomas & Company, Inc. (City Contract No. 2023-109), Provost & Pritchard Engineering Group, Inc. DBA Provost & Pritchard Consulting Group (City Contract No. 2023-110), and Siegfried Engineering, Inc. (City Contract No. 2023-111)

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and authorizing staff to proceed with advertising for construction of said Roads Program CIP Projects upon completion of bid documents:

- 1) Amendment No. 3 for Task Order No. 3, City Contract No. 2023-109 with Mark Thomas & Company, Inc. (Sacramento, California office), in the amount of \$1,462,736.97 under City Project No. 23-067 “ Mark Thomas Task Order No. 3 for Roads Program CIP Projects”
- 2) Amendment No. 2 for Task Order No. 2, City Contract No. 2023-110 with Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group (Clovis, California office), in the amount of \$991,409.78 under City Project No. 23-068 “Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects”
- 3) Amendment No. 2 for Task Order No. 2, City Contract No. 2023-111 with Siegfried Engineering, Inc. (Stockton, California office), in the amount of \$671,064.59 under City Project No. 23-069 “Siegfried Task Order No. 2 for Roads Program CIP Projects”

Roads Program Manager Pezeshk presented a PowerPoint on the item and responded to questions from the City Council.

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

Ron Bridegroom
Bob Puffer
Milt Trieweiler

With no further comment, Mayor Bublak closed public comment.

Action: Resolution 2024-024: Approving Amendments under the terms of the Master Agreements for Engineering Design Services for the City of Turlock’s Roads Initiative Program, in a form approved by the City Attorney, to be funded by Fund 115 “Measure A – Roads” Account Number 115-10-115.43366_001 “Design Roads,” For Mark Thomas & Company, Inc. (City Contract No. 2023-109), Provost & Pritchard Engineering Group, Inc. DBA Provost & Pritchard Consulting Group (City Contract No. 2023-110), and Siegfried Engineering, Inc. (City Contract No. 2023-111) and authorizing staff to proceed with advertising for construction of said Roads Program CIP Projects upon completion of bid documents:

- 1) Amendment No. 3 for Task Order No. 3, City Contract No. 2023-109 with Mark Thomas & Company, Inc. (Sacramento, California office), in the amount of \$1,462,736.97 under City Project No. 23-067 “ Mark Thomas Task Order No. 3 for Roads Program CIP Projects”
- 2) Amendment No. 2 for Task Order No. 2, City Contract No. 2023-110 with Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group (Clovis, California office), in the amount of \$991,409.78 under City Project No. 23-068 “Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects”
- 3) Amendment No. 2 for Task Order No. 2, City Contract No. 2023-111 with Siegfried Engineering, Inc. (Stockton, California office), in the amount of \$671,064.59 under City Project No. 23-069 “Siegfried Task Order No. 2 for Roads Program CIP Projects”

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

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

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- D. Adopting amendments to the Fiscal Year 2023-2024 Budget as a result of the mid-year budget review (*Moreno*)

Finance Director Moreno presented the mid-year budget review.

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

Milt Trieweiler

With no further comment, Mayor Bublak closed public comment.

Action: Resolution 2024-025: Adopting amendments to the Fiscal Year 2023-2024 Budget as a result of the mid-year budget review, as motioned by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

- E. Approving the establishment of a new job description for an Investigations Unit Analyst and amend the Turlock Associated Police Officers (T.A.P.O.) Non-Sworn, Non-Dispatch Salary Schedule effective February 27, 2024 (*Dhami*)

Human Relations Director Dhami provided a staff report on the item.

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

Action: Resolution 2024-025: Adopting amendments to the Fiscal Year 2023-2024 Budget as a result of the mid-year budget review, as motioned by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

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 Department Monthly Reports

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

None

11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Vice Mayor Franco welcomed Mr. Hampton, and mentioned that she was re-elected Vice Chair of Stanislaus Council of Governments.

Councilmember Monez announced that the Turlock National Little League opens on Saturday, March 2, 2024.

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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 Cases: Two (2)
- B. Conference with Legal Counsel – Initiation of Litigation, Cal. Gov't Code 54956.9(d)(4)
“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist...Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.”
Potential Cases: One (1)

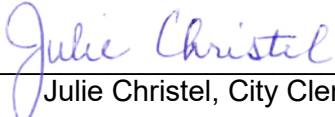
13. REPORTS FROM CLOSED SESSION

None

14. ADJOURNMENT

Mayor Bublak adjourned the meeting at 9:37 p.m.

Respectfully submitted



Julie Christel, City Clerk

City Council Staff Report

March 12, 2024



From: Jason Hedden, Chief of Police

Prepared by: Jason Hedden, Chief of Police

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Reaffirming the Proclamation of a Local Emergency in response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 made and issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services)

2. SYNOPSIS:

On July 9, 2021, Interim (now Deputy) City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis within the City of Turlock, which was ratified by the Turlock City Council on July 13, 2021.

Pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant an unsheltered homeless crisis continues to exist; therefore, staff recommends City Council reaffirm the emergency declaration.

3. DISCUSSION OF ISSUE:

Periodically at City Council meetings, the question arises as to why staff recommends to the City Council that the local emergency as to a continuing unsheltered homeless crisis be kept in place. There are two (2) primary reasons:

First, the emergency provides flexibility to our existing homeless shelters to house individuals in numbers beyond their permitted capacity. The emergency allows TGM to operate additional beds spaces, bringing their total capacity from 49 to 80 beds. This reduces the immediate need for overflow or additional shelters. TGM often fills close to or at 80 bed spaces. Ending the emergency, could potentially displace up to 31 sheltered homeless at any given time.

Second, the emergency allows the City access to the non-City resources that can be made available for overflow sheltering. For example, the City has secured emergency

cots and bedding through a Memorandum of Understanding (MOU) with Stanislaus County. These additional beds are readily available for use should overflow shelter become necessary.

In recent years, the City of Turlock has experienced an increase in the numbers of unsheltered homeless and the emergence of significant homeless encampments.

On March 14, 2021, the City's Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis ("UHEC") in the City described in that proclamation which was ratified by the City Council on March 16, 2021.

During the UHEC Local Emergency, the City engaged in extensive efforts of education and the offering of social services and emergency shelter ("Outreach Efforts") to the unsheltered homeless, especially those in significant homeless encampments. Those Outreach Efforts alleviated the portion of the local emergency related to large encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families. On July 13, 2021, the Turlock City Council voted to terminate the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by City Council on March 16, 2021.

Turlock Municipal Code Section 4-2-105(c)(1) authorizes the City Manager, serving as the Director of Emergency Services, to issue a Proclamation of a Local Emergency if the City Council is not in session. The Proclamation by the City Manager must then be ratified by the City Council within seven (7) days thereafter, or the proclamation shall have no further force or effect.

Turlock Municipal Code Section 4-2-106(a) authorizes the City Manager, serving as the Director of Emergency Services, to make and issue rules and regulations on matters related to the protection of life and property.

On July 9, 2021, Interim City Manager Sarah Tamey Eddy in her role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis within the City of Turlock, which was ratified by the Turlock City Council on July 13, 2021.

Also, on July 9, 2021, Interim City Manager Sarah Tamey Eddy executed Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis on July 9, 2021, which were confirmed by the Turlock City Council on July 13, 2021.

City staff from all City Departments are prepared and continue to engage in an ongoing effort designed to reverse the trend of increasing unsheltered homelessness within the City of Turlock while a comprehensive planning effort continues to develop longer-term strategies and preventive measures to assist unsheltered homeless individuals and families.

In addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this local emergency will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families.

By declaring a local emergency, the City can obtain additional resources, establish an immediate plan, and respond quickly to urgent situations. This will minimize disruptions and allow the City to focus on day-to-day operations while addressing the Unsheltered Homeless Crisis as effectively and efficiently as possible.

In addition, pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant.

4. BASIS FOR RECOMMENDATION:

Pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant. In addition, pursuant to Turlock Municipal Code Section 4-2-106(a), rules and regulations made and issued by the Director of Emergency Services must be considered for confirmation by the City Council.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None by this action. Funding was appropriated for this Local Emergency during the July 13, 2021 City Council Meeting.

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. The City Council may choose not to adopt the resolution; however, this alternative is not recommended. The City Council is required to review the need for continuing

the local emergency at least every 60 days. An unsheltered homeless crisis continues to exist; therefore, necessitating the continuance of the local emergency. In addition, under the cited municipal code provisions, the City Council must consider confirming any rules and regulations made and issued during a local emergency.

10. ATTACHMENTS:

A. Draft Resolution

- a. Exhibit A – City of Turlock Proclamation of the Existence of a Local Emergency
- b. Exhibit B – City of Turlock Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REAFFIRMING THE	}	RESOLUTION NO. 2024-XXX
PROCLAMATION OF A LOCAL EMERGENCY	}	
IN RESPONSE TO A CONTINUING	}	
UNSHELTERED HOMELESS CRISIS (UHC)	}	
WITHIN THE CITY OF TURLOCK AND	}	
CONFIRMING RULES AND REGULATIONS NO. 1	}	
MADE AND ISSUED BY INTERIM CITY	}	
MANAGER SARAH TAMEY EDDY	}	
(DIRECTOR OF EMERGENCY SERVICES)	}	
<hr style="border: 1px solid black;"/>	}	

WHEREAS, the City of Turlock in recent years has experienced an increase in the numbers of unsheltered homeless and the emergence of significant homeless encampments; and

WHEREAS, homelessness is one of the most important and pervasive challenges facing the State of California and California counties and cities; and

WHEREAS, on March 14, 2021, the City’s Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis (“UHEC Local Emergency”) in the City described in that proclamation which was ratified by the City Council on March 16, 2021; and

WHEREAS, during the UHEC Local Emergency, the City engaged in extensive efforts of education and the offering of social services and emergency shelter (“Outreach Efforts”) to the unsheltered homeless, especially those in significant homeless encampments; and

WHEREAS, those Outreach Efforts alleviated the portion of the local emergency related to large encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families; and

WHEREAS, there remains a real and present danger to the health, safety, and welfare of the unsheltered homeless; and

WHEREAS, these aforementioned factors as well as others detailed in the attached proclamation constitute a local Unsheltered Homeless Crisis (“UHC”) that requires continuing and immediate emergency action; and

WHEREAS, on December 18, 2018, the City Council of the City of Turlock declared a shelter crisis pursuant to Government Code Section 8698 et seq. which is still in effect; and

WHEREAS, City staff from all City Departments are prepared to continue to engage in an ongoing effort designed to reverse the trend of increasing unsheltered homelessness within the City of Turlock during the UHC while a comprehensive planning effort continues

to develop longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

WHEREAS, in addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this local emergency will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families; and

WHEREAS, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services, issued a Proclamation of Existence of a Local Emergency in response to the UHC on July 9, 2021 (Exhibit "A") and also issued Rules and Regulations No.1 related to the UHC local emergency (Exhibit "B").

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

1. Pursuant to Government Code section 8630 and section 4-2-105 of the Turlock Municipal Code, the Proclamation of Existence of a Local Emergency issued by the Director of Emergency Services on July 9, 2021 is hereby ratified.
2. Pursuant to section 4-2-106 and section 9-1-112 of the Turlock Municipal Code, Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the UHC by the Director of Emergency Services (Interim City Manager) of the City is hereby confirmed and ratified and deviations therein from Title 9 of the Turlock Municipal Code are authorized.
3. During the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.
4. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

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

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

ATTEST:

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

CITY OF TURLOCK

Proclamation of the Existence of a Local Emergency

By the Director of Emergency Services (Interim City Manager) of the City of Turlock

WHEREAS, section 4-2-105 of the Turlock Municipal Code pursuant to California Government Code Section 8630 empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the City of Turlock (the "City") if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, homelessness is one of the most important and pervasive challenges facing the State of California and California counties and cities; and

WHEREAS, there is no single approach that can apply to each local jurisdiction in California, whether a county or city; and

WHEREAS, on March 14, 2021, the City's Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis in the City described in that proclamation; and

WHEREAS, on March 16, 2021, the City Council of the City of Turlock ratified the March 14th Proclamation of the Existence of a Local Emergency by the City's Director of Emergency Services (Acting City Manager); and

WHEREAS, at the time of the proclamation and ratification of the local emergency related to the Unsheltered Homeless and Encampments Crisis, City officials believed that, and input from residents, citizens, and taxpayers in the City indicated that, the number of significant homeless encampments in the City (which, among other qualifying factors, are defined in size as gatherings of ten (10) or more persons) had increased since the start of 2020; and

WHEREAS, since the March 14th Proclamation of the Existence of a Local Emergency and the March 16th ratification of such local emergency by the City Council, the City has engaged in, and coordinated with partners such as the County of Stanislaus and current homeless shelter providers, extensive efforts of education and the offering of social services and emergency shelter ("Outreach Efforts") to the unsheltered homeless, especially those in significant homeless encampments; and

WHEREAS, these Outreach Efforts have alleviated the portion of the local emergency related to significant homeless encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families; and

WHEREAS, the City has begun but not completed a comprehensive planning effort to provide longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

WHEREAS, individuals and families living in substandard, unhealthy, unsafe, illegal, and temporary conditions threaten the health and safety of those individuals and families living therein; and

WHEREAS, individuals living in substandard, unhealthy, unsafe, illegal, and temporary conditions have overwhelmed our limited City resources and have a devastating impact upon these unsheltered communities as well as our community at large; and

WHEREAS, the previous presence of significant homeless encampments created a real and present danger to the health, safety, and welfare not only to the individuals and families in these encampments, but also to the health, safety, and welfare of the community at large, especially those persons who lived, worked, or engaged in other lawful activities adjacent to or near a significant homeless encampment; and

WHEREAS, the City has a proper governmental interest in preventing the re-emergence of significant homeless encampments while it continues Outreach Efforts to assist unsheltered homeless individuals and families and develops a comprehensive plan to provide longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

WHEREAS, the health, safety, and welfare of City residents, citizens, taxpayers, students, retirees, business owners, employees, workers, independent contractors, visitors, and staff are of utmost importance to the City, and additional future measures may be needed to protect the community; and

WHEREAS, the existing conditions described above constitute a local Unsheltered Homeless Crisis and constitute an emergency as defined in Turlock Municipal Code section 4-2-102 that requires immediate emergency action; and

WHEREAS, the City cannot address the local Unsheltered Homeless Crisis above without additional resources from other governmental jurisdictions and non-governmental entities, especially to provide the resources necessary to shelter the unsheltered individuals and families who are homeless, and offer and provide an array of social services that can assist in addressing the underlying challenges involved in being homeless and in reconnecting the homeless with their families; and

WHEREAS, declaring a local emergency allows additional resources to flow into the City in a timely fashion and allows the City to coordinate the provision of such resources; and

WHEREAS, the Interim City Manager as the Director of Emergency Services of the City of Turlock hereby finds that:

- The efforts required to prepare for, respond to, mitigate, and recover from the upward trend of unsheltered homeless individuals and families have imposed, and continue to impose, extraordinary demands on the City, requiring diversion from day-to-day operations; and
- In addition to the above facts, conditions or threatened conditions caused by unsheltered homeless individuals and families, and the potential re-emergence of significant homeless encampments, include, but are not limited to, environmental waste, hazardous materials, illegal activity, unsanitary environments, rodentia, vermin, and other pests, and the spread of diseases including COVID-19 and its variants, give rise to conditions of extreme peril to the safety of persons and property within the City, including most urgently the unsheltered homeless individuals and families; and

- The re-emergence of significant homeless encampments on private and public property would cause an immediate threat to the health and safety of unsheltered individuals and families in the encampments and also to others throughout the City, and the prevention of such re-emergence will require concentrated focus and action and may require the promulgation of orders and regulations to protect life and property; and
- These conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City; and
- At the time of this proclamation, the City Council is not in session, and cannot be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists in the City of Turlock.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.

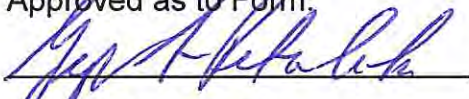
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall expire unless ratified by the City Council within seven (7) days of this proclamation.

Dated: July 9, 2021



Sarah Tamey Eddy,
Director of Emergency Services / Interim City Manager

Approved as to Form:



George A. Petrulakis,
Interim City Attorney

CITY OF TURLOCK

Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis

By the Director of Emergency Services (Interim City Manager) of the City of Turlock

WHEREAS, section 4-2-105 of the Turlock Municipal Code pursuant to California Government Code Section 8630 empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency (“Local Emergency”) in the City of Turlock (the “City”) if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services (“Director of Emergency Services”), proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis on July 9, 2021 (“UHC Local Emergency”); and

WHEREAS, section 4-2-106 of the Turlock Municipal Code authorizes the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the UHC Local Emergency so long as such rules and regulations are confirmed by the City Council; and

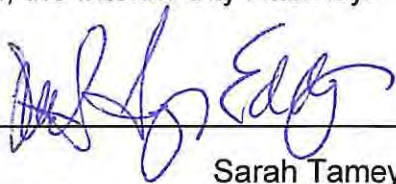
WHEREAS, the Director of Emergency Services has determined that certain rules and regulations must be made and issued on matters necessary to protect life and property as affected by the UHC Local Emergency.

NOW, THEREFORE, MADE AND ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES are the following rules and regulations in response to the UHC Local Emergency:

- (1) These rules and regulations shall be referred to as the “RULES AND REGULATIONS NO. 1 MADE AND ISSUED UNDER THE PROCLAMATION OF A LOCAL EMERGENCY IN RESPONSE TO THE UNSHELTERED HOMELESS CRISIS” which may be abbreviated as “2021 UHC RULES AND REGULATIONS NO. 1.”
- (2) As to use for additional sheltering under the UHC Local Emergency at the Turlock Gospel Mission facilities at 437 South Broadway Street, Stanislaus County APN 043-049-030 and the adjacent vacant lot commonly known as Stanislaus County APN 043-049-002 (“Turlock Gospel Mission”):
 - (a) Through the City’s Minor Administrative Agreement process, the Turlock Gospel Mission has been approved for eighty (80) beds and associated facilities. A Temporary Conditional Occupancy letter issued by the City with any necessary conditions shall be required prior to Turlock Gospel Mission providing bed spaces in the areas commonly known as the Dining Room and Seminar Room.
 - (b) If the Turlock Gospel Mission desires to utilize the Dining Room and Seminar Room for a time longer than the existence of the Local Emergency, it shall be required to obtain a Final Occupancy Permit in accordance with the City’s ordinary final inspection process.

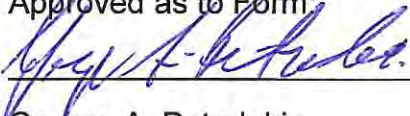
- (c) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
 - (d) Use of the area commonly known as the Patio Area for temporary shelter spaces shall only be allowed after further consultation by Turlock Gospel Mission with the City and issuance by City of an approval in addition to these 2021 UHC RULES AND REGULATIONS NO. 1.
 - (e) Use of the adjacent vacant lot commonly known as APN 043-049-002 for temporary shelter spaces shall only be allowed after further consultation by Turlock Gospel Mission with the City and issuance by City of an approval in addition to these 2021 UHC RULES AND REGULATIONS NO. 1.
- (3) As to use for additional sheltering under the UHC Local Emergency at the We Care facilities at 219 South Broadway Street and 213 South Broadway Street (“We Care”):
- (a) If We Care desires to use its facilities for temporary emergency shelter for a number of beds exceeding its current approval through the City’s Minor Administrative Agreement process, a Temporary Conditional Occupancy letter issued by the City with any necessary conditions shall be required prior to such use.
 - (b) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
- (4) City staff is authorized to cooperate with emergency shelter providers and state and other local governments, special districts and non-governmental entities to provide additional temporary emergency sheltering facilities.
- (5) As to contracts entered into under the Local Emergency, in addition to the other contracting powers allowed under the Local Emergency, the Interim City Manager/Director of Emergency Services may enter into agreements related to the Local Emergency without strict compliance with any CITY insurance and indemnity requirements after review by, and consultation with, the Interim City Attorney.

Dated: July 9, 2021



Sarah Tamey Eddy,
Director of Emergency Services / Interim City Manager

Approved as to Form:



George A. Petrulakis,
Interim City Attorney

City Council Staff Report
March 12, 2024



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

1. ACTION RECOMMENDED:

Resolution: Approving Contract Change Order No. 6 (Final) in the amount of \$171,358.78 (Fund 420) with Clark Bros., Inc., of Fresno, California, bringing the contract total to \$4,738,064.04; and accepting improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 20-027 “City Wide Chlorination”

2. SYNOPSIS:

This action approves Contract Change Order No. 6 (Final) and accepts improvements and authorizes the City Engineer to file a Notice of Completion for City Project No. 20-027 “City Wide Chlorination.”

3. DISCUSSION OF ISSUE:

On December 8, 2020, the City Council approved an agreement with Clark Bros., Inc., of Fresno, California, for the construction of City Project No. 20-027 “City Wide Chlorination.” This project includes the addition of new disinfectant systems at eighteen (18) wells and three (3) storage tanks within the City’s water system (21 sites total).

Contract History:

	Amount	City Council Meeting
Original Contract	\$ 4,116,000.00	December 8, 2020
Change Order No. 1	\$ 177,755.50	November 9, 2021
Change Order No. 2	\$ 81,126.01	January 25, 2022
Change Order No. 3	\$ 42,850.64	February 22, 2022
Change Order No. 4	\$ 79,489.01	April 12, 2022
Change Order No. 5	\$ 69,491.10	June 28, 2022
Change Order No. 6	\$ 171,358.78	February 27, 2024
Adjusted Total Contract	\$ 4,738,064.04	

Contract Change Order No. 6 (Final) includes the following work items that are out of scope of the contract documents. All items have been reviewed and are recommended for approval by the firm providing design engineering and construction management services, Provost & Pritchard, as well as the City's assigned project manager.

- **CCO 6.1 – Costs associated with time extension from January 2022 to January 2024 – \$120,549.10**

Supervisory Control and Data Acquisition (SCADA) technology allows utilities to utilize software, hardware, and protocols to remotely retrieve data, create logs, send information, and in some cases, operate portions of the utility service. The City of Turlock undertook a transition in its legacy SCADA platform, HSQ Technology, to the current platform, VTScada, shortly after award of this project. The original scope of work was set up to utilize HSQ, resulting in many changes to the scope of work to allow for each tank and well site to utilize VTScada instead. While the costs for this change has resulted in a net increase to the construction contract, the programming and maintenance costs have resulted in a net savings to the City due to the VTScada platform being non-proprietary in nature. With the HSQ platform, the hardware must be provided by HSQ and only HSQ staff is able to perform the programming. City has noted a substantial increase in HSQ's programming costs over the last five years or so. With VTScada, only the software itself is sold by VTScada, with all equipment and programming of the software open to multiple vendors to work on, resulting in better overall pricing and service.

Various other change order items have increased the contract price due to the change in SCADA hardware and communications equipment, though the contract time impact has been deferred until project completion to confirm the total time impact of the change in scope ordered by the City. The original contract time included one hundred thirty (130) working days to complete the original scope of services. Working days include Monday through Friday and exclude federal holidays. Change Order No. 3 added seventy-six (76) working days to the contract for other out of scope work *not* related to the change in SCADA platform which impacted the critical path of the schedule. This proposed Change Order No. 6 (Final) includes the addition of five hundred eight (508) working days due to the time impact of SCADA-related changes to the scope of work, resulting in a construction completion due date of January 10, 2024.

This change order item specifically includes the costs associated with the impacts of extending the construction window beyond that originally contemplated in the bid documents and includes temporary site fencing, project management by the general contractor, Clark Bros. Inc, and project management by the instrumentation subcontractor, Telstar. The time delay for

the SCADA changes was exacerbated by the difficulty in procuring materials and equipment due to the onset of the COVID-19 pandemic.

- **CCO 6.2 – Time and Materials for additional work by Telstar at various well sites – \$50,802.68**

The majority of costs for the labor, equipment, and material for the various SCADA changes have been covered in other change order items, and include items such upgraded control panels, input/output (I/O) modules, operator interfaces, upgraded Programmable Logic Controllers (PLC), radios, Human Machine Interface (HMI) switches, sunshields, and other miscellaneous materials and devices. A number of additional modifications to existing cabinets, panels, HMIs, and other SCADA related equipment at individual well and tank sites were needed to allow for the transition to VTScada and which haven't been included in previous change orders.

These changes in scope at existing well and tank sites could not be negotiated ahead of time due to the difficulty of quantifying the construction effort needed to make the final modifications. Therefore, the contractor was authorized to proceed with the extra work at time and materials, wherein the contractor and inspector each tracked all labor and equipment hours, materials, and equipment actually engaged in the performance of the work and applying accepted rates and markup percentages to calculate a total cost encompassed in this change order.

All aspects of the project have been completed per the contract documents.

4. BASIS FOR RECOMMENDATION:

- A. Change Order No. 6 (Final) exceeds the available contingency and requires City Council approval. The original contingency amount for change orders was \$411,600 at the time of the award of bid. Change Orders No. 1 through No. 6 (Final) total \$622,064.04 and exceeds the original contingency by \$210,465.04.
- B. Contract Change Order No. 6 (Final) is necessary to modify the contract time and contract amount to reflect the additions to the scope of work described herein. Total change orders are 15.1% of the original contract amount and are higher than is typical due to the system-wide change in the SCADA platform that was initiated after award of this contract and at the direction of the City.
- C. California City Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

5. FISCAL IMPACT / BUDGET AMENDMENT:

NOTE: No General Fund money will be used for this project.

Two account numbers provide funding for the project:

1. 420-52-551.51367 “Chlorination of Well Sites (21)”

The majority of costs related to the project have been expensed to this account and include the construction contract, materials testing services, public outreach efforts, construction surveying, City engineering services, and miscellaneous expenses including City-furnished equipment and permit fees. Costs expensed through Fiscal Year 2022-23 total \$4,838,357.

The final project costs in Fiscal Year 2023-24 in this account number are estimated to be \$104,244.60.

Construction Contract Adjusted Total - <i>Clark Bros. Inc</i>	\$ 4,738,064.04	A
Construction Contract Paid through Fiscal Year 2022-23 - <i>Clark Bros. Inc</i>	\$ 4,441,819.44	B
Construction Engineering - <i>City Engineering</i>	\$ 8,000.00	C
Estimated Total Costs in Fiscal Year 2023-24 - <i>GL 420-52-551.51367</i>	\$ 304,244.60	D = A - B + C
Fiscal Year 2023-24 Budget Amount - <i>GL 420-52-551.51367</i>	\$ 200,000.00	E
Additional Funding Needed	\$ 104,244.60	F = D - E
Appropriation Requested	\$ 105,000.00	G = F (rounded)

Staff will do a budget transfer of \$105,000 to provide the necessary funding for final project expenses in Fiscal Year 2023-24.

2. 420-52-551.43359 “Professional Engineering Services”

Professional design and construction management services have been provided by the consulting firm, Provost & Pritchard, and expensed to this account number. Costs for both design and construction management expensed through Fiscal Year 2022-23 total \$835,276.51.

Professional Engineering Design and Construction Management Services Contract Adjusted Total* - <i>Provost & Pritchard</i>	\$ 836,300.00	A
Professional Engineering Design and Construction Management Services Paid through Fiscal Year 2022-23 - <i>Provost & Pritchard</i>	\$ 835,276.51	B
Estimated Total Costs in Fiscal Year 2023-24 - <i>GL 420-52-551.43359</i>	\$ 1,023.49	C = A - B
Fiscal Year 2023-24 Unencumbered Balance, current as of February 2, 2024 - <i>GL 420-52-551.43359</i>	\$ 165,390.10	D
Additional Funding Needed	\$ 0.00	E = 0 when (C - D) < 0

*Original Agreement plus Amendment No. 1

Sufficient funding is available in account number 420-52-551.43359 "Professional Engineering Services" for expenses related to final professional engineering design and construction management services in Fiscal Year 2023-24.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

On December 8, 2020, the City Council adopted a Mitigated Negative Declaration and Mitigation Monitoring Reporting Program for the project based on an Initial Study submitted to the Stanislaus County Clerk submitted on November 3, 2020. No additional environmental determination is needed at this time.

9. ALTERNATIVES:

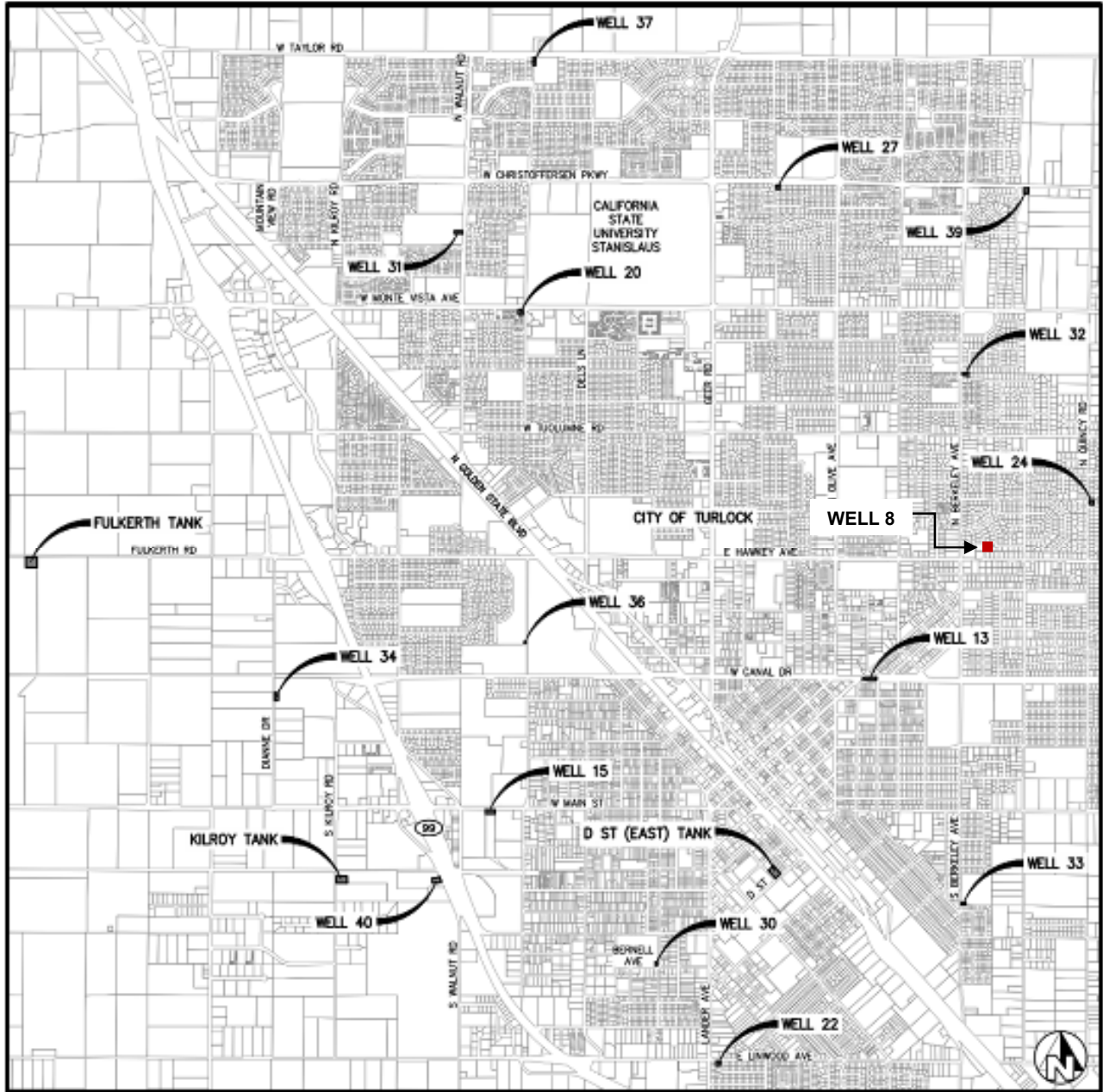
- A. City Council could choose to not appropriate the requested funds. Staff does not recommend this alternative as the funds are needed for final project expenses and are available.

- B. Council could choose to not approve Contract Change Order No. 6 (Final). Staff does not recommend this alternative as it is necessary to amend the contract time and contract amount due to changes initiated by the City to the SCADA platform to allow for the use of VTScada at each of the tank and well site.
- C. Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Contract Change Order No. 6 (Final) for City Project No. 20-027
- C. Notice of Completion (NOC)

Project Location Map
City Project No. 20-027 "City Wide Chlorination"



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING	}	RESOLUTION NO. 2024-
CONTRACT CHANGE ORDER NO. 6	}	
(FINAL) IN THE AMOUNT OF \$171,358.78	}	
(FUND 420) WITH CLARK BROS. INC.,	}	
OF FRESNO, CALIFORNIA, BRINGING	}	
THE CONTRACT TOTAL TO \$4,738,064.04;	}	
AND ACCEPTING IMPROVEMENTS AND	}	
AUTHORIZING THE CITY ENGINEER TO	}	
FILE A NOTICE OF COMPLETION FOR CITY	}	
PROJECT NO. 20-027 "CITY WIDE	}	
CHLORINATION"	}	

WHEREAS, City Project No. 20-027 "City Wide Chlorination" consists of installation of chlorination facilities for disinfection purposes at eighteen (18) wells and three (3) storage tanks within the City's water system (21 sites total); and

WHEREAS, Contract Change Order No. 6 (Final) includes costs associated with time extension from January 2022 to January 2024 and Time and Materials for additional work by the electrical subcontractor at various well sites; and

WHEREAS, account number 420-52-551.51367 "Chlorination of Well Sites (21)" is the designated expense account for the construction contract, materials testing services, public outreach efforts, construction surveying, City engineering services, and miscellaneous expenses including City-furnished equipment and permit fees; and

WHEREAS, project funding is available from Fund 420 "Water" unallocated reserves; and

WHEREAS, City Project No. 20-027 "City Wide Chlorination" has been completed per the approved plans, specifications, and authorized change orders.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Contract Change Order No. 6 (Final) in the amount of \$171,358.78 (Fund 420) with Clark Bros. Inc., of Fresno, California, bringing the contract total to \$4,738,064.04; and accepting improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 20-027 "City Wide Chlorination".

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

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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



CONTRACT CHANGE ORDER

Date issued: February 27, 2024 **Change Order No.:** 6 (Final)
Project Name: City Wide Chlorination

Clark Bros., Inc. **Project No.:** 20-027
 745 Broadway St **Original Contract Amount:** \$4,116,000.00
 Fresno, California 93721 **Contract Award Date:** December 8, 2020
 (559) 272-8168

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
6.01	Costs associated with time extension from January 2022 to January 2024	LS	1	\$120,549.10	\$120,549.10
6.02	Time and Materials for additional work by Telstar at various well sites	LS	1	\$50,802.68	\$50,802.68
	Actual Amount Paid to Contractor for Bid Items (See Attached)			\$4,116,000.00	
	Contractor's Bid Amount for Bid Items			\$4,116,000.00	
	Subtotal of Difference:				\$0.00
Total this CCO=					\$171,351.78
<i>The original contract sum =</i>					\$4,116,000.00
<i>Net change by previous change orders =</i>					\$450,712.26
<i>The contract sum will increase in the amount of =</i>					\$171,351.78
<i>The new contract sum including this change order will be =</i>					\$4,738,064.04
<i>Five Hundred Eight (508) working days are added to the contract time as a result of this change order</i>					

Accepted: _____ **Date:** _____
 Clark Bros., Inc., Contractor

Recommended: _____ **Date:** _____
 William D. Morris, City Engineer

Approved: _____ **Date:** _____
 Reagan M. Wilson, City Manager

CITY OF TURLOCK

FINAL QUANTITIES
City Wide Chlorination

Project No. 20-027

<i>Item No.</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Contractor's Unit Price</i>	<i>Final Actual Quantities</i>	<i>Final Actual Amount</i>	<i>Bid Quantities</i>	<i>Bid Amount</i>	<i>Total Difference</i>
1	Mobilization, Bonds, and Insurance	LS	\$200,000.00	1.00	\$200,000.00	1.00	\$200,000.00	\$0.00
2	Traffic Control	LS	\$45,000.00	1.00	\$45,000.00	1.00	\$45,000.00	\$0.00
3	Dust Control/Good Housekeeping Plans	LS	\$32,000.00	1.00	\$32,000.00	1.00	\$32,000.00	\$0.00
4	Worker Protection	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
5	Prepare and Implement SWPPP	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
6	CPM Constructon Schedule	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
7	Startup and Testing	LS	\$40,000.00	1.00	\$40,000.00	1.00	\$40,000.00	\$0.00
8	Operation and Maintenance Manuals	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
9	Record Drawings	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
Well 13 Chlorination								
10	Site Piping	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
11	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
12	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
13	Electrical, Instrumentation and Controls	LS	\$32,000.00	1.00	\$32,000.00	1.00	\$32,000.00	\$0.00
14	Site Civil Improvements	LS	\$120,000.00	1.00	\$120,000.00	1.00	\$120,000.00	\$0.00
Well 15 Chlorination								
15	Site Piping	LS	\$40,000.00	1.00	\$40,000.00	1.00	\$40,000.00	\$0.00
16	Chemical Storage Building and Pad	LS	\$40,000.00	1.00	\$40,000.00	1.00	\$40,000.00	\$0.00
17	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
18	Electrical, Instrumentation and Controls	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
19	Site Civil Improvements	LS	\$16,000.00	1.00	\$16,000.00	1.00	\$16,000.00	\$0.00
Well 20 Chlorination								
20	Site Piping	LS	\$52,000.00	1.00	\$52,000.00	1.00	\$52,000.00	\$0.00
21	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
22	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
23	Electrical, Instrumentation and Controls	LS	\$33,000.00	1.00	\$33,000.00	1.00	\$33,000.00	\$0.00
24	Site Civil Improvements	LS	\$42,000.00	1.00	\$42,000.00	1.00	\$42,000.00	\$0.00
Well 22 Chlorination								
25	Site Piping	LS	\$52,000.00	1.00	\$52,000.00	1.00	\$52,000.00	\$0.00
26	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
27	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
28	Electrical, Instrumentation and Controls	LS	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00

29	Site Civil Improvements	LS	\$45,000.00	1.00	\$45,000.00	1.00	\$45,000.00	\$0.00
Well 24 Chlorination								
30	Site Piping	LS	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00
31	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
32	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
33	Electrical, Instrumentation and Controls	LS	\$36,000.00	1.00	\$36,000.00	1.00	\$36,000.00	\$0.00
Well 27 Chlorination								
34	Site Piping	LS	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00
35	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
36	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
37	Electrical, Instrumentation and Controls	LS	\$36,000.00	1.00	\$36,000.00	1.00	\$36,000.00	\$0.00
38	Site Civil Improvements	LS	\$85,000.00	1.00	\$85,000.00	1.00	\$85,000.00	\$0.00
Well 30 Chlorination								
39	Site Piping	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
40	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
41	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
42	Electrical, Instrumentation and Controls	LS	\$43,000.00	1.00	\$43,000.00	1.00	\$43,000.00	\$0.00
Well 31 Chlorination								
43	Site Piping	LS	\$55,000.00	1.00	\$55,000.00	1.00	\$55,000.00	\$0.00
44	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
45	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
46	Electrical, Instrumentation and Controls	LS	\$39,000.00	1.00	\$39,000.00	1.00	\$39,000.00	\$0.00
Well 32 Chlorination								
47	Site Piping	LS	\$52,000.00	1.00	\$52,000.00	1.00	\$52,000.00	\$0.00
48	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
49	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
50	Electrical, Instrumentation and Controls	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
Well 33 Chlorination								
51	Site Piping	LS	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00
52	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
53	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
54	Electrical, Instrumentation and Controls	LS	\$45,000.00	1.00	\$45,000.00	1.00	\$45,000.00	\$0.00
Well 34 Chlorination								
55	Site Piping	LS	\$45,000.00	1.00	\$45,000.00	1.00	\$45,000.00	\$0.00
56	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
57	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
58	Electrical, Instrumentation and Controls	LS	\$40,000.00	1.00	\$40,000.00	1.00	\$40,000.00	\$0.00

59	Site Civil Improvements	LS	\$120,000.00	1.00	\$120,000.00	1.00	\$120,000.00	\$0.00
Well 36 Chlorination								
60	Site Piping	LS	\$55,000.00	1.00	\$55,000.00	1.00	\$55,000.00	\$0.00
61	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
62	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
63	Electrical, Instrumentation and Controls	LS	\$36,000.00	1.00	\$36,000.00	1.00	\$36,000.00	\$0.00
64	Site Civil Improvements	LS	\$100,000.00	1.00	\$100,000.00	1.00	\$100,000.00	\$0.00
Well 37 Chlorination								
65	Site Piping	LS	\$55,000.00	1.00	\$55,000.00	1.00	\$55,000.00	\$0.00
66	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
67	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
68	Electrical, Instrumentation and Controls	LS	\$34,000.00	1.00	\$34,000.00	1.00	\$34,000.00	\$0.00
Well 39 Chlorination								
69	Site Piping	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
70	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
71	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
72	Electrical, Instrumentation and Controls	LS	\$40,000.00	1.00	\$40,000.00	1.00	\$40,000.00	\$0.00
Well 40 Chlorination								
73	Site Piping	LS	\$55,000.00	1.00	\$55,000.00	1.00	\$55,000.00	\$0.00
74	Chemical Storage Building and Pad	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
75	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
76	Electrical, Instrumentation and Controls	LS	\$45,000.00	1.00	\$45,000.00	1.00	\$45,000.00	\$0.00
Fulkerth Tank Chlorination								
77	Site Piping	LS	\$68,000.00	1.00	\$68,000.00	1.00	\$68,000.00	\$0.00
78	Chemical Storage Building and Pad	LS	\$0.00	1.00	\$0.00	1.00	\$0.00	\$0.00
79	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
80	Electrical, Instrumentation and Controls	LS	\$27,000.00	1.00	\$27,000.00	1.00	\$27,000.00	\$0.00
South Kilroy Tank Chlorination								
81	Site Piping	LS	\$68,000.00	1.00	\$68,000.00	1.00	\$68,000.00	\$0.00
82	Chemical Storage Building and Pad	LS	\$0.00	1.00	\$0.00	1.00	\$0.00	\$0.00
83	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
84	Electrical, Instrumentation and Controls	LS	\$27,000.00	1.00	\$27,000.00	1.00	\$27,000.00	\$0.00
D Street "East" Tank Chlorination								
85	Site Piping	LS	\$68,000.00	1.00	\$68,000.00	1.00	\$68,000.00	\$0.00
86	Chemical Storage Building and Pad	LS	\$0.00	1.00	\$0.00	1.00	\$0.00	\$0.00
87	Chlorination Equipment (Pumps, Tank, and Analyzers)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
88	Electrical, Instrumentation and Controls	LS	\$23,000.00	1.00	\$23,000.00	1.00	\$23,000.00	\$0.00

SCADA Installation								
89	SCADA Installation (details forthcoming)	LS	\$415,000.00	1.00	\$415,000.00	1.00	\$415,000.00	\$0.00
SUB-TOTAL CONTRACT ITEMS =					\$4,116,000.00		\$4,116,000.00	\$0.00
C.O. #	CHANGE ORDERS							
1.01	Add Automated Direct OITs and Prosoft Modules Local SCADA Panels	LS	\$177,755.50	1.00	\$177,755.50	0.00	\$0.00	\$177,755.50
2.01	Well Site 15 - Drainage Revisions (PR-006)	LS	\$15,748.12	1.00	\$15,748.12	0.00	\$0.00	\$15,748.12
2.02	Well Site 13 - Drainage and Security Fence Additions (PR-009)	LS	\$14,504.54	1.00	\$14,504.54	0.00	\$0.00	\$14,504.54
2.03	Well Sites 20 & 22 - Added Valves on Discharge Headers (PR-012)	LS	\$17,911.69	1.00	\$17,911.69	0.00	\$0.00	\$17,911.69
2.04	Revised Radios for Local SCADA Panels (PR-015)	LS	\$19,819.50	1.00	\$19,819.50	0.00	\$0.00	\$19,819.50
2.05	Well 13 - Added Curb Along Canal Side of Pavement (PR-023)	LS	\$13,142.16	1.00	\$13,142.16	0.00	\$0.00	\$13,142.16
3.01	Well Site 20 - Building Relocation/Drain Revision (PR-008)	LS	\$8,831.70	1.00	\$8,831.70	0.00	\$0.00	\$8,831.70
3.02	Deletion of Antennas and Related hardware at Well Sites (PR-015.1)	LS	(\$8,079.00)	1.00	(\$8,079.00)	0.00	\$0.00	(\$8,079.00)
3.03	Well Site 31 - Relocate Saddle on Discharge Pipe (PR-025)	LS	\$5,124.03	1.00	\$5,124.03	0.00	\$0.00	\$5,124.03
3.04	Well Site 36 - Relocation of Sample Point (PR-026)	LS	\$9,742.83	1.00	\$9,742.83	0.00	\$0.00	\$9,742.83
3.05	Added AC at Various Sites (PR-020)	LS	\$11,133.46	1.00	\$11,133.46	0.00	\$0.00	\$11,133.46
3.06	Well Sites 27 & 34 - Modifications to Bollard/Cable Fencing (PR-021)	LS	\$16,097.62	1.00	\$16,097.62	0.00	\$0.00	\$16,097.62
3.07	Well Site 34 - Security Fence Revision (PR-002)	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
3.08	Well Site 36 - Building Relocation/Irrigation Line Interference (PR-005)	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
3.09	Well Site 39 - Relocation of Sampling Point (PR-007)	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
3.1	Well Site 20 - Raising of Building Footing (PR-010)	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
3.11	Well Site 27 - Security Fence Revision (PR-011)	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
3.12	PLC Upgrade for Local SCADA Panels (PR-014)	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
3.13	Well Site 37 - Relocation of Building (PR-024)	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
3.14	Well Site 36 - Delay due to Nesting of Protected Bird (PR-027)	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
4.01	Upgraded local SCADA panel for Well 8 (PR-016.1)	LS	\$76,377.11	1.00	\$76,377.11	0.00	\$0.00	\$76,377.11
4.02	Spare 120 VAC I/O modules (PR-030)	LS	\$3,111.90	1.00	\$3,111.90	0.00	\$0.00	\$3,111.90
5.01	Addition of a Power Switch to Local SCADA Panels (PR-031.1)	LS	\$14,510.41	1.00	\$14,510.41	0.00	\$0.00	\$14,510.41
5.02	Revisions to Local SCADA Panels (PR-032)	LS	\$54,980.69	1.00	\$54,980.69	0.00	\$0.00	\$54,980.69
6.01	Costs associated with time extension from January 2022 to January 2024	LS	\$120,549.10	1.00	\$120,549.10	0.00	\$0.00	\$120,549.10
6.02	Time and Materials for additional work by Telstar at various well sites	LS	\$50,802.68	1.00	\$50,802.68	0.00	\$0.00	\$50,802.68
SUB-TOTAL CHANGE ORDER ITEMS =					\$622,064.04		\$0.00	\$622,064.04
TOTAL PROJECT =					\$4,738,064.04		\$4,116,000.00	\$622,064.04

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 20-027
City Wide Chlorination**

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on February 27, 2024. The contractor of work is Clark Bros Inc, 745 Broadway St, Fresno, California, 93721 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- William D. Morris, P.E., City Engineer, Owner's Agent), City of Turlock

VERIFICATION

I, the undersigned, Interim City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

William D. Morris, P.E.
CITY ENGINEER
OWNER'S AGENT

Executed on February 28, 2024 at Turlock, California, Stanislaus County

City Council Staff Report

March 12, 2024



From: Erik Schulze, Public Works Director

Prepared by: Charlotte Calvario, Engineering Project Coordinator

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 22-022 “HVAC Unit Replacements - Various Locations” and authorizing the City Engineer to file a Notice of Completion

2. SYNOPSIS:

This action accepts the improvements and authorizes the City Engineer to file a Notice of Completion for City Project No. 22-022 “HVAC Unit Replacements - Various Locations.”

3. DISCUSSION OF ISSUE:

On October 11, 2022, City Council approved an agreement with Champion Industrial Contractors Inc., of Modesto, California, for the construction of City Project No. 22-022 “HVAC Unit Replacements - Various Locations.”

This project consisted of the replacement of twelve (12) heating, ventilation, and air conditioning (HVAC) units at various City facilities. Change Order No. 2 added an additional unit, bringing the total number of replacements to thirteen (13).

All change orders for the project were approved previously by the City Engineer in accordance with the City’s Change Order policy identified in Resolution No. 2023-070.

Change Order Summary:

	Amount	Approval Date
Original Contract	\$ 228,847	October 22, 2022
Change Order No. 1	\$ 6,761	June 14, 2023
Change Order No. 2	\$ 9,998	June 14, 2023
Change Order No. 3	\$ 6,198	September 11, 2023
Adjusted Total Contract	\$ 251,804	

- Change Order No. 1 in the amount of \$6,761 included new curbs to support the new HVAC unit at Fire Station No. 32. The installation of curbs would act as support to the new roofing system. This change order also included the removal of existing roof duct and the relocation of existing power and low voltage for the new unit as well.
- Change Order No. 2 in the amount of \$9,998 included a new HVAC unit to be installed at City Hall over the IT department. This included the cost to supply a crane, reconnect existing ductwork, and install the unit itself.
- Change Order No. 3 in the amount of \$6,198 included materials and labor to extend the existing powerlines and run new wire for the new HVAC units installed at Fire Station No. 32. This change order allowed for the units to be fully supported on the new roofing system.

All work on the construction project has been completed in accordance with the project plans and specifications. City staff requests Council authorization for the City Engineer to file a Notice of Completion.

4. BASIS FOR RECOMMENDATION:

- A. Improvements for City Project No. 22-022 “HVAC Unit Replacements – Various Locations” have been completed.
- B. California Civil Code Section 9204 allows the a public entity to record a Notice of Completion as signed and verified by its agent.

5. FISCAL IMPACT / BUDGET AMENDMENT:

NOTE: No General Fund money was used for this project.

Fund 119 “American Rescue Plan Act” account number 119-10-188.43120_007 “Building Maintenance HVAC” is the designated account number for all project expenses.

The total project construction costs are displayed below:

Champion Industrial Contractors, Inc. Total Costs	\$ 251,804
Miscellaneous expenses (building permit, advertisement)	\$ 3,492
Construction Engineering (City Staff)	\$ 18,358

Total Construction Costs	\$ 273,654
Construction related expenses prior to Fiscal Year 2023-24	\$ 123,848.81
Construction related expenses in Fiscal Year 2023-24	\$ 149,805.19
Total Construction Cost	\$ 273,654

There is sufficient funding in the current Fiscal Year 2023-24 budget for this project and appropriation of additional funds is not needed.

6. STAFF COMMENTS:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

10. ATTACHMENTS:

- A. Notice of Completion (NOC)
- B. Final Quantities
- C. Change Order No. 1
- D. Change Order No. 2
- E. Change Order No. 3

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 22-022
HVAC UNIT REPLACEMENTS – VARIOUS LOCATIONS**

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on March 12, 2024. The contractor of work is Champion Industrial Contractors Inc., of Modesto, California, 95352 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- William D. Morris, P.E., City Engineer, Owner's Agent), City of
Turlock

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

William D. Morris, P.E.
CITY ENGINEER
OWNER'S AGENT

Executed on March 13 2024 at Turlock, California, Stanislaus County



FINAL QUANTITIES

City Project No: 22-022

Project Title: HVAC Unit Replacements - Various Locations

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization	LS	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ -
2	2-Ton Packaged Unit(Animal Services Building)	LS	\$ 16,990.00	1.00	\$ 16,990.00	1.00	\$ 16,990.00	\$ -
3	3-Ton Wall Unit (Secondary Animal Services Building)	LS	\$ 17,485.00	1.00	\$ 17,485.00	1.00	\$ 17,485.00	\$ -
4	7.5-Ton Packaged Unit (City Hall)	LS	\$ 31,380.00	1.00	\$ 31,380.00	1.00	\$ 31,380.00	\$ -
5	1-Ton Condensing Unit (Fire Station #31)	LS	\$ 10,668.00	1.00	\$ 10,668.00	1.00	\$ 10,668.00	\$ -
6	1-Ton Ductless Unit (Fire Station #31)	LS	\$ 10,314.00	1.00	\$ 10,314.00	1.00	\$ 10,314.00	\$ -
7	3-Ton Packaged Units (Fire Station #32)	LS	\$ 29,980.00	1.00	\$ 29,980.00	1.00	\$ 29,980.00	\$ -
8	1.5-Ton Condensing Unit (Digester No. 5 Building)	LS	\$ 11,661.00	1.00	\$ 11,661.00	1.00	\$ 11,661.00	\$ -
9	1.5-Ton Air Handler Unit (Digester No. 5 Building)	LS	\$ 11,274.00	1.00	\$ 11,274.00	1.00	\$ 11,274.00	\$ -
10	3.5-Ton Packaged Units (WQC Administration Building)	LS	\$ 53,595.00	1.00	\$ 53,595.00	1.00	\$ 53,595.00	\$ -
	All other work not included in other bid items	LS	\$ 25,500.00	1.00	\$ 25,500.00	1.00	\$ 25,500.00	\$ -
SUB-TOTAL CONTRACT ITEMS =					\$ 228,847.00		\$ 228,847.00	\$ -
C.O. #	CHANGE ORDERS							
1.1	Curbs for FS 32	LS	\$ 6,761.00	1.00	\$ 6,761.00	0	0	\$6,761.00
2.1	IT Unit	LS	\$ 9,998.00	1.00	\$ 9,998.00	0	0	\$9,998.00
3.1	FS 32 Wiring	LS	\$ 6,198.00	1.00	\$ 6,198.00	0	0	\$6,198.00
SUB-TOTAL CHANGE ORDER ITEMS =					\$ 22,957.00		\$ -	\$ 22,957.00
TOTAL PROJECT =					\$ 251,804.00		\$ 228,847.00	\$ 22,957.00

Contract Change Order

Project Title	HVAC Unit Replacements - Various Locations	Contractor	Champion Industrial Contractors Inc.
Project Number	22-022	Contact	Rob Moga
Change Order Number	01	Phone	209-985-6695
Date Submitted	Jun 1, 2023 1:36 PM	Address	1420 Coldwell Ave Modesto, CA 95350
Date Approved	Jun 14, 2023 10:48 AM		
Page	1 of 2	Email	rmoga@championindustrial.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

New Line Items

12] CCO 1.1 - Curbs for FS 2. Contract Qty: 1.00 LS @ \$6761.00 = \$6,761.00

By this change, time of completion and/or price adjustment is:

Time Extension: Yes No If yes, # of days: 0

The agreed Lump Sum price for this change order work is \$6,761.00

The agreed cost for the Extra Work above will not exceed

By Contract Unit Price By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$6,761.00

Time Adjustment: 0 days

Cost this Change Order	\$6,761.00	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		10/14/2022
Original Contract Price	\$228,847.00	Original Contract Days	40	
Total of all Approved Changes	\$0.00	Computed Date of Completion		12/13/2022
Orders including this CCO	\$6,761.00	Time Extension Days this CCO	0	
% of Original Contract	3.0	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$235,608.00	Extended Date of Completion		12/13/2022

Approved By:

- 1] Rob Moga, Project Manager - Jun 2, 2023 @ 8:58 AM
- 2] Charlotte Calvario, Engineering Project Coordinator - Jun 7, 2023 @ 2:35 PM
- 3] Stephen Fremming, Principal Civil Engineer - Jun 14, 2023 @ 10:48 AM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Stephen Fremming, Principal Civil Engineer - Jun 14, 2023 @ 10:48 AM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

ATTACHMENT D

City of Turlock CA
 156 S Broadway Turlock, CA 95380
 209-668-5520

Contract Change Order

Project Title	HVAC Unit Replacements - Various Locations	Contractor	Champion Industrial Contractors Inc.
Project Number	22-022	Contact	Rob Moga
Change Order Number	02	Phone	209-985-6695
Date Submitted	Jun 2, 2023 7:59 AM	Address	1420 Coldwell Ave Modesto, CA 95350
Date Approved	Jun 14, 2023 10:49 AM		
Page	1 of 2	Email	rmoga@championindustrial.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

New Line Items

13] CCO 2.1 IT Unit. Contract Qty: 1.00 LS @ \$9998.00 = \$9,998.00

By this change, time of completion and/or price adjustment is:

Time Extension: Yes No If yes, # of days: 0

The agreed Lump Sum price for this change order work is \$9,998.00

The agreed cost for the Extra Work above will not exceed

By Contract Unit Price By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$9,998.00

Time Adjustment: 0 days

Cost this Change Order	\$9,998.00	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		10/14/2022
Original Contract Price	\$228,847.00	Original Contract Days	40	
Total of all Approved Changes	\$6,761.00	Computed Date of Completion		12/13/2022
Orders including this CCO	\$16,759.00	Time Extension Days this CCO	0	
% of Original Contract	7.3	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$245,606.00	Extended Date of Completion		12/13/2022

Approved By:

- 1] Rob Moga, Project Manager - Jun 2, 2023 @ 8:58 AM
- 2] Charlotte Calvario, Engineering Project Coordinator - Jun 7, 2023 @ 2:35 PM
- 3] Stephen Fremming, Principal Civil Engineer - Jun 14, 2023 @ 10:49 AM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Stephen Fremming, Principal Civil Engineer - Jun 14, 2023 @ 10:49 AM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

ATTACHMENT E

City of Turlock CA
 156 S Broadway Turlock, CA 95380
 209-668-5520

Contract Change Order

Project Title	HVAC Unit Replacements - Various Locations	Contractor	Champion Industrial Contractors Inc.
Project Number	22-022	Contact	Rob Moga
Change Order Number	03	Phone	209-985-6695
Date Submitted	Sep 6, 2023 7:54 AM	Address	1420 Coldwell Ave Modesto, CA 95350
Date Approved	Sep 11, 2023 12:33 PM		
Page	1 of 2	Email	rmoga@championindustrial.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

New Line Items

- 14] CCO 3.1 - Material (Wire, conduit). Contract Qty: 1.00 LS @ \$3156.00 = \$3,156.00
- 15] CCO 3.2 - Tax. Contract Qty: 1.00 LS @ \$272.00 = \$272.00
- 16] CCO 3.3 - Labor. Contract Qty: 1.00 LS @ \$3220.00 = \$3,220.00
- 17] CCO 3.4 - Discount. Contract Qty: 1.00 LS @ \$-450.00 = \$-450.00

By this change, time of completion and/or price adjustment is:

Time Extension: Yes No If yes, # of days: 0

The agreed Lump Sum price for this change order work is \$6,198.00

The agreed cost for the Extra Work above will not exceed

By Contract Unit Price By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$6,198.00
 Time Adjustment: 0 days

Cost this Change Order	\$6,198.00	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		10/14/2022
Original Contract Price	\$228,847.00	Original Contract Days	40	
Total of all Approved Changes	\$16,759.00	Computed Date of Completion		12/13/2022
Orders including this CCO	\$22,957.00	Time Extension Days this CCO	0	
% of Original Contract	10.0	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$251,804.00	Extended Date of Completion		12/13/2022

Approved By:

- 1] Rob Moga, Project Manager - Sep 6, 2023 @ 8:19 AM
- 2] Charlotte Calvario, Engineering Project Coordinator - Sep 11, 2023 @ 12:07 PM
- 3] Bill Morris, City Engineer/City Surveyor - Sep 11, 2023 @ 12:33 PM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Bill Morris, City Engineer/City Surveyor - Sep 11, 2023 @ 12:33 PM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

City Council Staff Report

March 12, 2024



From: Erik Schulze, Public Works Director
Prepared by: Charlotte Calvario, Engineering Project Coordinator
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Contract Change Order No. 3 (Final) in the amount of \$10,792.81 (Fund 118 “Measure A” account number 118-30-300.51414 “Roof Replacement”) with Pac Shield Roof Services, Inc. of Modesto, California, bringing the contract total to \$216,148.81; and accepting improvements for City Project No. 22-037 “Fire Station No. 32 & 33 Reroof” and authorizing the City Engineer to file a Notice of Completion

2. SYNOPSIS:

This action approves Contract Change Order No. 3 (Final), accepts the improvements, and authorizes the City Engineer to file a Notice of Completion for City Project No. 22-037 “Fire Station No. 32 & 33 Reroof.”

3. DISCUSSION OF ISSUE:

On May 9, 2023, City Council approved an agreement with Pac Shield Roof Services, Inc. of Modesto, California, for the construction of City Project 22-037 “Fire Station No. 32 & 33 Reroof.” Construction has been completed per the approved plans and specifications.

Change Order Summary:

	Amount	Approval Date
Original Contract	\$ 173,613.00	May 9, 2023
Change Order No. 1	\$ 20,000.00	August 22, 2023
Change Order No. 2	\$ 11,743.00	September 20, 2023
Change Order No. 3 (Final)	\$ 10,792.81	March 12, 2024
Adjusted Total Contract	\$ 216,148.81	

Change Order No. 1 in the amount of \$20,000 was approved previously by the City Engineer and City Manager in accordance with the City’s Change Order policy identified in Resolution No. 2023-070. Change Order No. 1 included additional work

at Fire Station No. 32 including new plywood sheathing due to dry rot and mold discovered after demolishing the existing roof, insulation and roof crickets to eliminate a large depressed area and allow water to runoff the roofing system, and removal and replacement of metal coping caps on the existing parapet walls as it was determined the existing ones could not be salvaged.

Change Order No. 2 in the amount of \$11,743 was approved by the City Council on January 9, 2024 and included additional work at Fire Station No. 32 including a polyglass underlayment layer to provide a measure of short term protection from a summer storm, as well as an additional layer of roofing protection, addition of a wood nailer in order to ensure proper securement of the new coping caps, and tapered crickets to provide additional improvement to the building slopes to allow for better storm water runoff.

Change Order No. 3 (Final) in the amount of \$10,792.81 exceeds the approved contingency amount and requires City Council approval. Change Order No. 3 includes the following items of work:

- Material for Install/Demo of Roofing under HVAC Units - \$5,696.03

The majority of Fire Station No. 32 received new plywood sheathing as part of Change Order No. 1. However, the sheathing immediately around the existing HVAC units was not replaced due to the impact it would have had on the roof curbs for the units. City staff was able to coordinate the work of the roofing contractor and a separate contractor scheduled to install new HVAC units under City Project No. 22-022 "HVAC Unit Replacements - Various Locations," such that the existing HVAC units could be removed and allow new plywood sheathing and roofing materials to be installed, and new HVAC units installed. This item is for the plywood sheathing and roofing materials necessary to perform this work.

- Labor for Install/Demo of Roofing under HVAC Units - \$5,096.78

This item is directly related to the item above, though includes the labor element to install the plywood sheathing and roofing materials around and under the HVAC roof curbs.

City staff requests Council authorization for the City Engineer to file a Notice of Completion.

4. BASIS FOR RECOMMENDATION:

- A. The original contingency amount for change orders was \$20,000 at the time of the award of bid. Change Order No. 3 (Final) exceeds the available contingency and requires City Council approval.

- B. Contract Change Order No. 3 (Final) is necessary to compensate the contractor for additional work they were directed to perform to replace plywood sheathing and roofing materials near HVAC units.
- C. Improvements for City Project 22-037 “Fire Station No. 32 & 33 Reroof” have been completed.
- D. California Civil Code Section 9204 allows a public entity to record a Notice of Completion as signed and verified by its agent.

5. FISCAL IMPACT / BUDGET AMENDMENT:

NOTE: No General Fund money was used for this project.

Fund 118 “Measure A” account number 118-30-300.51414 “Roof Replacement” is the designated account to provide capital outlay for all project expenses.

The total project construction costs are displayed below:

Adjusted Construction Contract Total <i>-Pac Shield Roof Services, Inc.</i>	\$ 216,148.81
Construction Engineering <i>-City Engineering</i>	\$ 39,000.00
Structural Engineering Analysis <i>-Blair, Church & Flynn</i>	\$ 3,145.00
Total Construction Costs	\$ 258,293.81

Construction related expenses prior to Fiscal Year 2023-24	\$ 102,123.89
Construction related expenses in Fiscal Year 2023-24	\$ 156,169.92
Total Construction Cost	\$ 258,293.81

There is sufficient funding in the current Fiscal Year 2023-24 budget for this project and an additional appropriation is not needed.

The construction costs were higher than anticipated at the time of the award of bid due to the additional construction work, project management, building code analysis, and structural analysis necessary to determine the appropriate solution to resolve the dry rot and mold discovered in the existing roof sheathing after the previous roofing materials were removed from Fire Station No. 32.

6. STAFF COMMENTS:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Council could choose to deny approval of Contract Change Order No. 3 (Final). Staff does not recommend this alternative as the improvements were determined to be needed for the structural integrity of the Fire Station No. 32 roof.
- B. Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Change Order No. 3 (Final)
- C. Notice of Completion (NOC)
- D. Final Quantities
- E. Change Order No. 1
- F. Change Order No. 2

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
 CONTRACT CHANGE ORDER NO. 3 (FINAL) }
 IN THE AMOUNT OF \$10,792.81 (FUND 118 }
 "MEASURE A" ACCOUNT NUMBER 118-30- }
 300.51414 "ROOF REPLACEMENT") WITH }
 PAC SHIELD ROOF SERVICES, INC. OF }
 MODESTO, CALIFORNIA, BRINGING THE }
 CONTRACT TOTAL TO \$216,148.81; AND }
 ACCEPTING IMPROVEMENTS FOR CITY }
 PROJECT NO. 22-037 "FIRE STATION NO. }
 32 & 33 REROOF" AND AUTHORIZING THE }
 CITY ENGINEER TO FILE A NOTICE OF }
 COMPLETION }

RESOLUTION NO. 2024-

WHEREAS, the scope of City Project 22-037 "Fire Station No. 32 & 33 Reroof" includes installation of new roofing systems for Fire Station No. 32 and 33; and

WHEREAS, Change Order No. 3 includes additional work in the amount of \$10,792.81 at Fire Station No. 32 to compensate the contractor for additional work they were directed to perform to replace plywood sheathing and roofing materials near HVAC units; and

WHEREAS, the original contingency amount approved for change orders was \$20,000 at the time of the award of bid and Change Order No. 3 (Final) exceeds the original contingency and requires City Council approval; and

WHEREAS, City Project No. 22-037 "Fire Station No. 32 & 33 Reroof" has been completed;

WHEREAS, funding for all project expenses is available in the designated account, Fund 118 "Measure A" account number 119-10-188.43120_007 "Roof Replacement."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Contract Change Order No. 3 (Final) in the amount of \$10,792.81 (Fund 118 "Measure A" account number 118-30-300.51414) with Pac Shield Roof Services, Inc. of Modesto, California, bringing the contract total to \$216,148.8; and accepting improvements for City Project No. 22-037 "Fire Station No. 32 & 33 Reroof" and authorizing the City Engineer to file a Notice of Completion.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

ATTACHMENT B

City of Turlock CA
156 S Broadway Turlock, CA 95380
209-668-5520

Contract Change Order

Project Title	Fire Station No. 32 & 33 Reroof	Contractor	Pac Shield Roof Services, Inc.
Project Number	22-037	Contact	Victoria Lapizco
Change Order Number	03	Phone	2098147834
Date Submitted	Feb 7, 2024 9:10 AM	Address	5151 Pentecost Dr, Ste A-1 Modesto, CA 95356
Date Approved	Feb 15, 2024 1:25 PM		
Page	1 of 2	Email	vlapizco@pacshield.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

New Line Items

13] CCO 3.1 - Material for Install/Demo of Roofing under HVAC Units. Contract Qty: 1.00 LS @ \$5696.03 = \$5,696.03

14] CCO 3.1 - Labor for Install/Demo of Roofing under HVAC Units. Contract Qty: 1.00 LS @ \$5096.78 = \$5,096.78

By this change, time of completion and/or price adjustment is:

Time Extension: Yes No If yes, # of days: 0

The agreed Lump Sum price for this change order work is \$10,792.81

The agreed cost for the Extra Work above will not exceed

By Contract Unit Price By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$10,792.81
Time Adjustment: 0 days

ATTACHMENT B

City of Turlock CA
156 S Broadway Turlock, CA 95380
209-668-5520

Cost this Change Order	\$10,792.81	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		06/08/2023
Original Contract Price	\$173,613.00	Original Contract Days	25	
Total of all Approved Changes	\$31,743.00	Computed Date of Completion		07/14/2023
Orders including this CCO	\$42,535.81	Time Extension Days this CCO	0	
% of Original Contract	24.5	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$216,148.81	Extended Date of Completion		07/14/2023

Approved By:

1] Charlotte Calvario, Engineering Project Coordinator - Feb 14, 2024 @ 7:33 AM
(on behalf of Victoria Lapizco, Project Coordinator)

2] Charlotte Calvario, Engineering Project Coordinator - Feb 14, 2024 @ 11:34 AM

3] Bill Morris, City Engineer/City Surveyor - Feb 15, 2024 @ 1:25 PM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Bill Morris, City Engineer/City Surveyor - Feb 15, 2024 @ 1:25 PM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

Approved:

Reagan M. Wilson, City Manager

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 22-037
FIRE STATION NO. 32 & 33 REROOF**

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on March 12, 2024. The contractor of work is Pac Shield Roof Services Inc. of Modesto, California, 95356 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- William D. Morris, P.E., City Engineer, Owner's Agent), City of Turlock

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

William D. Morris, P.E.
CITY ENGINEER
OWNER'S AGENT

Executed on March 13, 2024 at Turlock, California, Stanislaus County



FINAL QUANTITIES

City Project No: 22-037

Project Title: Fire Station No. 32 & 33 Reroof

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Fire Station No. 32 - Demolition	LS	\$ 15,750.00	1.00	\$ 15,750.00	1.00	\$ 15,750.00	\$ -
2	Fire Station No. 32 - Allowance for Dryrot	ALLOW	\$ 750.00	1.00	\$ 750.00	0.00	\$ -	\$ 750.00
3	Fire Station No. 32 - Installation	LS	\$ 67,647.00	1.00	\$ 67,647.00	1.00	\$ 67,647.00	\$ -
4	Fire Station No. 33 - Demolition	LS	\$ 22,974.00	1.00	\$ 22,974.00	1.00	\$ 22,974.00	\$ -
5	Fire Station No. 33 - Allowance for Dryrot	ALLOW	\$ 750.00	1.00	\$ 750.00	0.00	\$ -	\$ 750.00
6	Fire Station No. 33 - Installation	LS	\$ 65,742.00	1.00	\$ 65,742.00	1.00	\$ 65,742.00	\$ -
SUB-TOTAL CONTRACT ITEMS =					\$ 173,613.00		\$ 172,113.00	\$ 1,500.00
C.O. #	CHANGE ORDERS							
1.1	Remove and Replace Plywood	LS	\$ 15,000.00	1.00	\$ 15,000.00	0	\$ 0.00	\$ 15,000.00
1.2	Installation of Roof Crickets	LS	\$ 2,250.00	1.00	\$ 2,250.00	0	\$ 0.00	\$ 2,250.00
1.3	Coping Cap	LS	\$ 2,750.00	1.00	\$ 2,750.00	0	\$ 0.00	\$ 2,750.00
2.1	Polyglass Polystick Underlayment	LS	\$ 9,622.00	1.00	\$ 9,622.00	0	\$ 0.00	\$ 9,622.00
2.2	Wood Nailer	LS	\$ 799.00	1.00	\$ 799.00	0	\$ 0.00	\$ 799.00
2.3	Tapered Insulation System at Depression Area	LS	\$ 1,322.00	1.00	\$ 1,322.00	0	\$ 0.00	\$ 1,322.00
3.1	Material for Install/Demo of Roofing under HVAC Units	LS	\$ 5,696.03	1.00	\$ 5,696.03	0	\$ 0.00	\$ 5,696.03
3.2	Labor for Install/Demo of Roofing under HVAC Units	LS	\$ 5,096.78	1.00	\$ 5,096.78	0	\$ 0.00	\$ 5,096.78
SUB-TOTAL CHANGE ORDER ITEMS =					\$ 42,535.81		\$ -	\$ 42,535.81
TOTAL PROJECT =					\$ 216,148.81		\$ 172,113.00	\$ 44,035.81

ATTACHMENT E

City of Turlock CA
156 S Broadway Turlock, CA 95380
209-668-5520

Contract Change Order

Project Title	Fire Station No. 32 & 33 Reroof	Contractor	Pac Shield Roof Services, Inc.
Project Number	22-037	Contact	Monica Kint
Change Order Number	01	Phone	5107255185
Date Submitted	Aug 21, 2023 3:14 PM	Address	5151 Pentecost Dr, Ste A-1 Modesto, CA 95356
Date Approved	Aug 22, 2023 7:14 AM		
Page	1 of 2	Email	mkint@sfe-inc.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

New Line Items

- 7] CCO 1.1 Remove and Replace Plywood. Contract Qty: 1.00 LS @ \$15000.00 = \$15,000.00
- 9] CCO 1.3 - Installation of Roof Crickets. Contract Qty: 1.00 LS @ \$2250.00 = \$2,250.00
- 11] CCO 1.5 - Coping Cap. Contract Qty: 1.00 LS @ \$2750.00 = \$2,750.00

By this change, time of completion and/or price adjustment is:

Time Extension: Yes No If yes, # of days: 0

The agreed Lump Sum price for this change order work is \$20,000.00

The agreed cost for the Extra Work above will not exceed

By Contract Unit Price By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$20,000.00
Time Adjustment: 0 days

ATTACHMENT E

City of Turlock CA
156 S Broadway Turlock, CA 95380
209-668-5520

Cost this Change Order	\$20,000.00	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		06/08/2023
Original Contract Price	\$173,613.00	Original Contract Days	25	
Total of all Approved Changes	\$0.00	Computed Date of Completion		07/14/2023
Orders including this CCO	\$20,000.00	Time Extension Days this CCO	0	
% of Original Contract	11.5	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$193,613.00	Extended Date of Completion		07/14/2023

Approved By:

- 1] Victoria Lapizco, Project Coordinator - Aug 21, 2023 @ 3:48 PM
- 2] Charlotte Calvario, Engineering Project Coordinator - Aug 21, 2023 @ 4:01 PM
- 3] Bill Morris, City Engineer/City Surveyor - Aug 22, 2023 @ 7:14 AM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Bill Morris, City Engineer/City Surveyor - Aug 22, 2023 @ 7:14 AM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

ATTACHMENT F

City of Turlock CA
156 S Broadway Turlock, CA 95380
209-668-5520

Contract Change Order

Project Title	Fire Station No. 32 & 33 Reroof	Contractor	Pac Shield Roof Services, Inc.
Project Number	22-037	Contact	Monica Kint
Change Order Number	02	Phone	5107255185
Date Submitted	Sep 6, 2023 9:35 AM	Address	5151 Pentecost Dr, Ste A-1 Modesto, CA 95356
Date Approved	Sep 20, 2023 10:19 AM		
Page	1 of 2	Email	mkint@sfe-inc.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

- Bid Item Changes
- New Line Items
- 8] CCO 2.1 - Polyglass Polystick Underlayment. Contract Qty: 1.00 LS @ \$9622.00 = \$9,622.00
 - 10] CCO 2.2 (1.4) - Wood Nailer. Contract Qty: 1.00 LS @ \$799.00 = \$799.00
 - 12] CCO 2.3 - Tapered Insulation System at Depression Area. Contract Qty: 1.00 LS @ \$1322.00 = \$1,322.00

By this change, time of completion and/or price adjustment is:

Time Extension: Yes No If yes, # of days: 0

The agreed Lump Sum price for this change order work is \$11,743.00

The agreed cost for the Extra Work above will not exceed

By Contract Unit Price By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$11,743.00
Time Adjustment: 0 days

ATTACHMENT F

City of Turlock CA
156 S Broadway Turlock, CA 95380
209-668-5520

Cost this Change Order	\$11,743.00	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		06/08/2023
Original Contract Price	\$173,613.00	Original Contract Days	25	
Total of all Approved Changes	\$20,000.00	Computed Date of Completion		07/14/2023
Orders including this CCO	\$31,743.00	Time Extension Days this CCO	0	
% of Original Contract	18.3	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$205,356.00	Extended Date of Completion		07/14/2023

Approved By:

- 1] Victoria Lapizco, Project Coordinator - Sep 14, 2023 @ 4:31 PM
- 2] Charlotte Calvario, Engineering Project Coordinator - Sep 18, 2023 @ 2:41 PM
- 3] Bill Morris, City Engineer/City Surveyor - Sep 20, 2023 @ 10:19 AM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Bill Morris, City Engineer/City Surveyor - Sep 20, 2023 @ 10:19 AM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

City Council Staff Report

March 12, 2024



From: Erik Schulze, Public Works Director
Prepared by: Fred Pezeshk, P.E., Roads Program Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a resolution supporting and implementing timely use of funding regarding project delivery schedules for federal transportation funding project selection

2. SYNOPSIS:

This action approves a resolution supporting and implementing timely use of funding regarding project delivery schedules for federal transportation funding project selection. This resolution is required as part of the funding application for Surface Transportation Block Grant Program (STBG) and Congestion Mitigation and Air Quality Program (CMAQ).

3. DISCUSSION OF ISSUE:

On August 22, 2023, the City Council approved Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (City Contract No. 2023-109) for engineering design services for rehabilitation of Geer Road corridor, from N. Golden State Blvd. to Taylor Road, up to the 30% stage of design development, under City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program - Geer Road (30%)." Scope of services included a task for funding applications and identified State Local Partnership Program (LPP), Federal Active Transportation Program (ATP), Surface Transportation Block Grant Program (STBG), and Congestion Mitigation and Air Quality Program (CMAQ) as potential sources of funding for this project.

Stanislaus Council of Governments (StanCOG) has announced that the Winter 2024 STBG and CMAQ funding round is now open and that project funding applications will be accepted until 5:00PM on Friday, March 15, 2024.

Staff will pursue funding for CMAQ and STBG. Applications are being prepared by Mark Thomas.

Application packet includes a resolution for the timely use of funds and needs to be approved by the City Council. Timely Use of Funds provisions are outlined in Assembly Bill (AB) 1012 (Chapter 783 of the Statutes of 1999). AB 1012 was enacted on October 10, 1999 in order to improve the delivery of federally-funded transportation projects. This legislation states that regional agency Congestion Mitigation and Air Quality Improvement (CMAQ) and Regional Surface Transportation Program (RSTP) funds that are not obligated within the first three years of federal eligibility are subject to reprogramming by the California Transportation Commission (CTC) in the fourth year. AB 1012 amended Sections 182.6 and 182.7 of the Streets and Highways Code. The time period for calculating the three-year apportionment period begins with the start of the federal fiscal year in which the apportionment occurred.

The following excerpts are from StanCOG's webpage and provide information about each funding program:

Surface Transportation Block Grant Program (STBG)

<https://stancog.org/1332/Surface-Transportation-Block-Grant-Program>

The Surface Transportation Block Grant Program (STBG) provides flexible funding for a variety of transportation projects. The Stanislaus Region receives about \$7.4 million in RSTP annually. The StanCOG Policy Board directs the programming of these funds to eligible projects from local government agencies through a formal project selection process. Eligible projects are outlined in 23 U.S.C. 133(b) and (c), with a few new types included as part of the Infrastructure Investment and Jobs Act (IIJA). Some examples of eligible projects include:

- *Preservation, Rehabilitation, or Reconstruction of roads functionally classified above Minor Collector*
- *Active Transportation (Bicycle and Pedestrian) Projects*
- *Bridge or Tunnel Projects*
- *Highway and Transit Safety Infrastructure Improvements*
- *Transit Capital Projects including Bus Rapid Transit or Dedicated Bus Lanes*
- *Electric Vehicle (EV) Charging Infrastructure and Vehicle-to-Grid Infrastructure*
- *Current and Emerging Intelligent Transportation Technologies/Systems*
- *Wildlife Crossings*

Projects awarded with STBG funding require an 11.47% minimum match by the project sponsor for all project phases.

Federal Highway Administration (FHWA) requires regional agencies like StanCOG to use a performance-based competitive project selection process to determine which projects to program these funds.

Congestion Mitigation and Air Quality (CMAQ)

<https://stancog.org/1330/Congestion-Mitigation-and-Air-Quality-CM>

The Congestion Mitigation and Air Quality Program (CMAQ) is a federal program, whose primary goals are to improve air quality and reduce congestion. CMAQ provides funding for transportation projects or programs that can be implemented quickly and that will contribute to a region's attainment or maintenance of the National Ambient Air Quality Standards for ozone and particulate matter (both PM 10 and PM 2.5). Per federal guidance, CMAQ-funded projects and programs must meet the following three eligibility criteria:

- The project/program must be transportation-related;*
- The project/program must generate an emissions reduction; and*
- The project/program must be located in or benefit a nonattainment or maintenance area.*

The Stanislaus Region receives about \$7.2 million in CMAQ funds each year. The StanCOG Policy Board directs the programming of these funds to eligible projects sponsored by local government agencies and transit providers. Some examples of eligible projects include:

- Transit service expansion*
- Transit capital improvements, including fleet expansion or replacement*
- Rideshare and Vanpooling*
- Active Transportation Projects*
- Traffic Signal Synchronizations*
- (Some) Traffic Flow Improvements, including Roundabouts, Intersection Channelization, and Auxiliary/Turn Lanes*
- Paving Dirt Roads, Shoulders, and Alleyways*
- Alternative Fuel and Electric Vehicle Infrastructure*

Projects awarded with CMAQ funding require an 11.47% minimum match by the project sponsor for all project phases.

FHWA requires regional agencies like StanCOG to use a performance-based competitive project selection process to determine which projects to program these funds.

Proposed Resolution is based on the language provided by StanCOG in STBG and CMAQ application packets.

Applications will be signed in accordance with Resolution 2022-088 which authorizes the City Manager, Director of Public Works, Deputy Director of Public Works, City Engineer, or Development Services Director to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway

Administration, Federal Transit Administration, or any other federally-funded or state-funded projects.

In the event the project is selected for funding, recommendation for any commitment of matching funds will be brought back to the Council for approval.

4. BASIS FOR RECOMMENDATION:

- A. The City of Turlock is eligible to receive CMAQ and STBG funding.
- B. The proposed Resolution is required to be submitted as part of the funding application package.

5. FISCAL IMPACT / BUDGET AMENDMENT:

There will not be a fiscal impact as a result of City Council's approval of the proposed Resolution. In the event the project is selected for funding, recommendation for any commitment of matching funds will be brought back to the Council for approval.

6. STAFF RECOMMENDATION:

Staff recommends approving the resolution supporting and implementing timely use of funding regarding project delivery schedules for Federal transportation funding project selection.

7. CITY MANAGER'S COMMENTS:

Recommends 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. All direct physical changes in the environment will be identified in future projects and the environmental determination of those specific projects will be made by Council at a later date.

9. ALTERNATIVES:

- A. Not approve the proposed Resolution. Staff does not recommend this alternative since it is required to be submitted as part of the funding application package.
- B. Provide staff with direction on how to proceed.

10. ATTACHMENTS:

- A. Draft Resolution supporting and implementing timely use of funding regarding project delivery schedules for federal transportation funding project selection

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A }
RESOLUTION SUPPORTING AND }
IMPLEMENTING TIMELY USE OF FUNDING }
REGARDING PROJECT DELIVERY SCHEDULES }
FOR FEDERAL TRANSPORTATION FUNDING }
PROJECT SELECTION }
_____ }

RESOLUTION NO. 2024-

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the City of Turlock (“City”) is able to apply for and receive Federal and State funding under the Regional Surface Transportation Program; and

WHEREAS, the City desires to ensure that its projects are delivered in a timely manner to preclude the Stanislaus Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City must demonstrate dedicated and available local matching funds.

NOW, THEREFORE, BE IT RESOLVED, that the City of Turlock City Council (“City Council”) hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Stanislaus Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the City Council does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

I hereby certify that the foregoing is a true copy of a resolution of the Council duly adopted at a regular meeting thereof held on the 12th day of March, 2024.

City Council Staff Report

March 12, 2024



From: Christopher Fisher, Municipal Services Director

Prepared by: Janine Lee, Associate Engineer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to proceed with advertising City Project No. 23-040 "Water Line Replacement for 2024 Roads Program Construction" for construction bids

2. SYNOPSIS:

This action authorizes staff to proceed with advertising City Project No. 23-040 "Water Line Replacement for 2024 Roads Program Construction" for construction bids.

3. DISCUSSION OF ISSUE:

The purpose of this project is to install new PVC water main pipe prior to the rehabilitation of the asphalt concrete road segments that are part of the 2024 Roads Program construction projects. The new water main pipes are located at various locations within the City, including, but not limited to:

- South Laurel Street
- El Capitan Drive
- La Linda Court
- Florence Street
- Lexington Avenue

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

- Install 5,780 lineal feet of PVC water main pipe and abandon the existing water main pipe in place.
- Install new water service laterals to customers along the alignment of the new water main pipe.
- Trench restoration.

4. BASIS FOR RECOMMENDATION:

- A. Per Resolution 2009-247, the City Council must authorize the advertisement of projects estimated over one million dollars.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated project costs are displayed below:

Preliminary Engineering – <i>City Engineering Staff</i>	\$ 60,463
Design Engineering – <i>GDR Engineering, Inc.</i>	\$ 120,495
Estimated Construction Contract	\$ 3,486,059
Construction Contingency	\$ 348,605
Encroachment Permit Fee	\$ 10,000
Construction Surveying	\$ 20,000
Materials Testing	\$ 45,000
Construction inspection, project management – <i>City Engineering Staff</i>	\$ 100,000
Estimated Project Costs Total	\$4,190,622

Estimated Project Costs in Fiscal Year 2023-24	\$ 1,000,000
Estimated Project Costs in Fiscal Year 2024-25	\$ 3,190,622
Estimated Project Costs Total	\$4,190,622

The estimated construction costs listed above will be revised to reflect actual contract costs with the future staff report requesting approval of the award of bid of the construction contract. Costs associated with construction surveying and materials testing services, as well as encroachment permit fees, will likewise be updated in the future staff report as costs are finalized.

Account Number 420-52-551.51300 “Construction Repairs/Improvements” has been identified to fund this project’s costs. This project will be expensed in Fiscal Year 2023-24 and Fiscal Year 2024-25. An appropriation from Fund 420 “Water” unallocated reserves, budget transfers within Fund 420 from other accounts with excess funding, and/or providing funding for Fiscal Year 2024-25 through the normal budget process will be considered as options for addressing the budget shortfall that currently exists in the Fiscal Year 2023-24 budget in account number 420-52-551.51300 “Construction Repairs/Improvements” and will be presented to Council at the time of the request to Council to approve an agreement for construction.

No General Fund money will be used for this project.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15302(c) (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact that this project consists of the replacement of existing utility systems and does not include expansion of capacity.

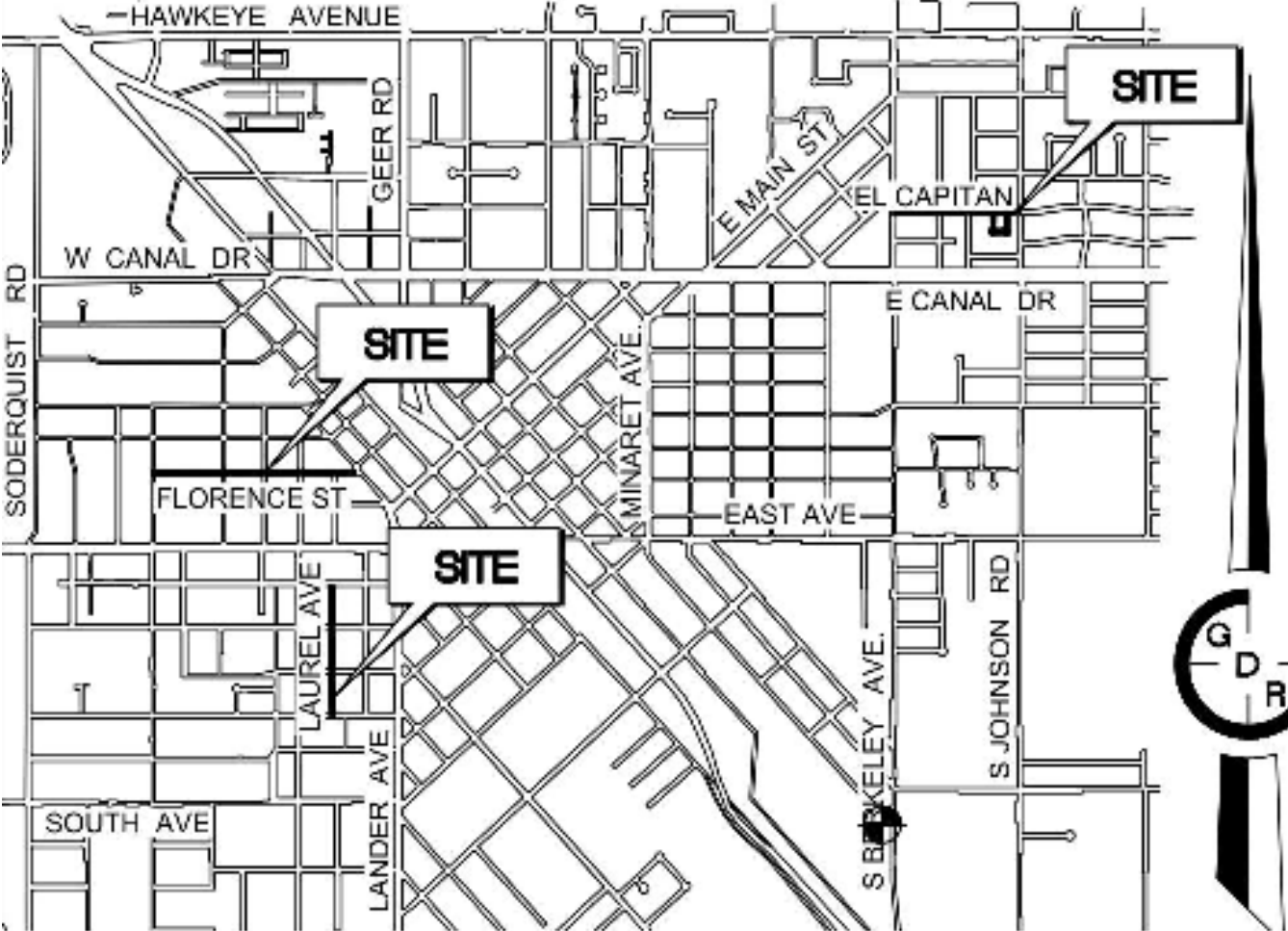
9. ALTERNATIVES:

- A. Council could choose to not authorize City staff to advertise the project. Staff does not recommend this alternative because the improvements are needed and funding is available.

10. ATTACHMENTS:

- A. Site Map

Site Map
for
City Project No. 23-040
"Water Line Replacement for 2024 Roads Program Construction"



City Council Staff Report

March 12, 2024



From: Jessie Dhami, Human Relations Director

Prepared by: Darlene Ingersoll, Principal Human Relations Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the establishment of a new job description for a Municipal Services Director/Stanslaus Regional Water Authority (SRWA) General Manager and amend the Management Salary Schedule effective March 23, 2024

2. SYNOPSIS:

Staff is recommending the approval of the establishment of a new job description for a Municipal Services Director/Stanslaus Regional Water Authority (SRWA) General Manager effective March 23, 2024.

Adopting a Resolution approving an amendment to the Salary Schedule of the existing Management Schedule of Benefits previously adopted by Resolution No. 2023-214 dated September 26, 2023 to include approved Municipal Services Director/Stanslaus Regional Water Authority (SRWA) General Manager salary range.

3. DISCUSSION OF ISSUE:

The City of Turlock Municipal Services Director may be appointed and assigned to serve as the SRWA General Manager. Establishment of a new job description for a Municipal Services Director/Stanslaus Regional Water Authority (SRWA) General Manager job description is needed. City Council approval is required for any new job descriptions.

The Stanislaus Regional Water Authority (SRWA) Regional Surface Water Supply Project General Manager Services Agreement was approved by Council on July 25, 2023 which included a SRWA General Manager Job Description.

The Municipal Services Director/Stanslaus Regional Water Authority (SRWA) General Manager is designated as management for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

4. BASIS FOR RECOMMENDATION:

The recommended establishment of a new job description for a Municipal Services Director and Stanislaus Regional Water Authority (SRWA) General Manager has been created to reflect the responsibility if appointed and assigned to serve as the SRWA General Manager.

The City of Turlock Municipal Services Director was appointed as the SRWA General Manager at the February 15, 2024 SRWA Board Meeting.

Section 2-4-207 of the Turlock Municipal Code provides that the City Manager is responsible for the efficient administration of all affairs of the City which are under his control. Section 2-4-207(d) of the Turlock Municipal Code provides the City Manager with the power and duty to recommend to the City Council the reorganization of offices, positions, departments, or units under his direction as he may deem in the interest of the efficient, effective, and economical conduct of the City's business.

Therefore, the recommendation is to approve the establishment a new job description for a Municipal Services Director/Stanslaus Regional Water Authority (SRWA) General Manager and amend the Management Salary Schedule effective March 23, 2024.

City Council approval is required for any new job descriptions.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact for a Municipal Services Director/Stanslaus Regional Water Authority (SRWA) General Manager, for Fiscal Year 2023-2024 is \$2,856.16, this amount is allocated as follows:

- 5% to Fund 450 (SRWA Operations) account number 450-53-550.41001 "Full Time Salaries" and related benefits
- 47.50% to Fund 420 (Water) 420-52-550.41001 "Full Time Salaries" and related benefits
- 47.50% to Fund 410 (Sewer) 410-51-530.41001 "Full Time Salaries" and related benefits.

An augmentation is not necessary due to salary savings resulting from current vacancies within these funds.

6. STAFF RECOMMENDATIONS:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council may reject. However, staff does not recommend rejection of this new job description.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Municipal Services Director/Stanislaus Regional Water Authority (SRWA)
General Manager – job description (new)
- C. Management Salary Schedule

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE
ESTABLISHMENT A NEW JOB
DESCRIPTION FOR A MUNICIPAL SERVICES
DIRECTOR/STANISLAUS REGIONAL WATER
AUTHORITY (SRWA) GENERAL MANAGER
AND AMEND THE MANAGEMENT SALARY
SCHEDULE EFFECTIVE MARCH 23, 2024**

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RESOLUTION NO. 2024-XXX

WHEREAS, Section 2-4-207 of the Turlock Municipal Code provides that the City Manager is responsible for the efficient administration of all affairs of the City which are under his control; and

WHEREAS, Section 2-4-207(d) of the Turlock Municipal Code provides the City Manager with the power and duty to recommend to the City Council the reorganization of offices, positions, departments, or units under his direction as he may deem in the interest of the efficient, effective, and economical conduct of the City’s business; and

WHEREAS, the Municipal Services Director may be appointed and assigned to serve as the Stanislaus Regional Water Authority (SRWA) General Manager and was appointed as the SRWA General Manager at the February 15, 2024 SRWA Board Meeting; and

WHEREAS, the establishment of a new job description for a Municipal Services Director/Stanislaus Regional Water Authority (SRWA) General manager is needed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the establishment of a new job description for a Municipal Services Director/Stanislaus Regional Water Authority (SRWA) General Manager and amend the Management Salary Schedule effective March 23, 2024.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**MUNICIPAL SERVICES DIRECTOR / STANISLAUS REGIONAL WATER
AUTHORITY (SRWA) GENERAL MANAGER**

DEFINITION:

Under administrative direction, directs and administers the, utility maintenance, fleet maintenance, water quality, and regulatory affairs sections and programs; May act as City Manager in his/her absence and perform other job related work as required.

The Municipal Services Director is appointed to serve as the Stanislaus Regional Water Authority (SRWA) General Manager under the direction of the Governing Board of SRWA. Attached is Exhibit A for reference.

This position is as assigned to the management bargaining unit for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by the City Manager. The job incumbent directly supervises subordinate level managers responsible for the utility maintenance, fleet maintenance, water quality, and regulatory affairs sections and programs areas.

DISTINGUISHING CHARACTERISTICS

This is a department head management classification responsible for the direction of a discrete departmental organizational component(s) and programs/functions in a variety of public utility related organizational components of the City as determined by the City Manager and City Council. The incumbent exercises policy development and promulgation responsibilities for multiple program/functional areas. Serves as a member of the City executive team with responsibilities for establishing and overseeing programs and policies that affect multiple departments and the City as a whole. Approves and has final responsibility for all written and other types of presentations to the City Council and other commissions, boards and policy adopting bodies. Demonstrates professional competence while working as a team member and exercise independent judgment in a number of confidential and sensitive areas. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, federal, and state regulating entities.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to:

- Manages the organization and coordination of public utility and other related activities and programs with department staff, other City departments, City Council, outside agencies, and the public.
- Oversees the preparation of specialized budgets related to assigned activities; assists in budget implementation; participates in budget forecasts; administers the approved budget.
- Establishes department goals, objectives, strategies, and priorities.
- Develops five year capital improvement plan.
- Ensures close coordination with other City departments and affected outside groups.
- Prepares highly complex and technical reports; documents policies and procedures; performs research
- Confers with and makes recommendations to the City Manager regarding projects and programs.
- Provides administrative direction to activities relating to the effective utilization of personnel, facilities, and equipment.
- Selects, oversees, and evaluates consulting engineering services.
- Manages the selection and discipline of departmental personnel; directly supervises subordinate managers.
- Makes presentations before various groups, including City Council, Commissions, and professional and public meetings, as needed.
- Participates in recruitment and selection activities; makes recommendations for appointment of new staff; assists with staff orientation and training.
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Provides technical assistance to and attends meetings of various boards and commissions.
- Answers questions; provides information to the public; recommends corrective actions; investigates, reports, documents and resolves complaints.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Attends assigned meetings and training; interacts with outside agencies and commissions; provides leadership for teams, or committees, as needed.
- Models appropriate professional management conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; provides leadership for teams, or committees, as needed.
- Assures staff works in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements.
- Utilize automated equipment to prepare documents and maintain data related to department operations.
- Perform related duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Advanced principles, practices and techniques of public program administration and personnel management.
- Principles and techniques of budget development and administration.
- Pertinent Federal, State and local laws, codes and regulations relating to public utilities and other related operations and activities.
- Research methods and sources of information related to a broad range of municipal programs, services, and administration.
- Modern governmental accounting and financial practices, procedures and standards.
- Principles of and current trends in public utility facility design, development, maintenance and operation.
- Municipal structure and organization in a Mayor-Council/City Manager form of government.
- Principles of employee supervision, career development and training.
- The concepts of word processing, spreadsheets, micro-computer and mainframe computer applications.
- Modern methods of records management.

Ability to:

- Administer a variety of public utility programs and activities.
- Develop and implement policies and procedures related to the administration of a variety of public utility programs and activities.
- Develop and administer program budgets and controls.
- Forecast and plan for future needs.
- Analyze problem, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of agency goals.
- Effectively and fairly negotiate appropriate solutions and contracts.
- Manage resources within budget and policy parameters.
- Plan, organize, direct and supervise the work professional, technical and office support staff.
- Delegate authority and responsibility effectively.
- Establish and maintain cooperative working relationships with elective officials, administration, other employees, and the general public.
- Present ideas effectively orally and in writing.
- Prepare a variety of complex and comprehensive reports and documents.
- Prepare speeches, articles and letters for publications.
- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.

EXPERIENCE:

Five years of increasingly responsible municipal public utility program administration experience including three years of supervisory responsibility that would have provided the opportunity to develop the required skills, knowledge and abilities.

EDUCATION & TRAINING:

Equivalent to graduation from an accredited college or university with a major in civil engineering, public administration, business administration or close related field.

LICENSE AND/OR CERTIFICATE

Possession of a valid California Driver’s License in the category necessary to perform essential duties of the position may be required at the time of appointment. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Maintenance of a valid California Driver’s license and proof of automobile liability insurance thereafter is a condition of continued employment.

PHYSICAL REQUIREMENTS:

Maintain the following physical abilities: See well enough to drive a vehicle; hear and speak well enough to converse on the telephone and in person; communicate clearly without amplification; bodily mobility to move rapidly from one area to another sometimes over rough terrain; climb stairs or ladders; use of hands and fingers to write; operate a computer keyboard and handle plans and documents; stamina to work long hours and attend night meetings several times a week.

Established: March 12, 2024

Reviewed and Approved:

Personnel Officer

Date

SRWA GENERAL MANAGER JOB DESCRIPTION

OVERVIEW AND SUMMARY

The Stanislaus Regional Water Authority (SRWA) is a regional Joint Powers Authority formed to obtain, treat and deliver sustainable, reliable and high-quality water supplies for participating member customers and stakeholders.

The General Manager reports to and receives direction from the SRWA Board of Directors. Responsibilities may include direct or indirect management, administrative oversight, or supervision of managerial, professional, technical, administrative or clerical personnel employed by or contracted to the SRWA, or City staff (Ceres or Turlock) assigned to the SRWA.

DISTINGUISHING CHARACTERISTICS

The General Manager will have overall responsibility for the timely and cost-effective execution and management of actions associated with the Surface Water Supply Project. The General Manager will be accountable for accomplishing and furthering SRWA goals and objectives within general policy guidelines; and, under administrative direction of the Board of Directors, will be granted considerable leeway to exercise independent judgment and initiative. The General Manager shall provide energetic leadership and have a track record of accomplishing similar projects in size and/or complexity.

ESSENTIAL DUTIES AND FUNCTIONS

- Represent Board policies, programs and interests in Board meetings, with state and local government regulators, and in media and public relations interactions with SRWA member employees, community representatives, and the general public.
- Perform a variety of highly complex administrative and managerial duties required to oversee and coordinate operations and special projects to ensure they are in concert with the policies and goals of the SRWA and SRWA Board of Directors.
- Prepare monthly Board packets.
- Formulate and implement policies, standards and procedures; ensure compliance with applicable laws and regulations.
- Accomplish and submit special studies and reports to the Board of Directors with recommendations for policy decisions.
- Keep informed and keep the Board informed of national, state or regional issues that may potentially impact SRWA.
- Ensure formal and informal, internal and external communication is effective and avoids confusion.
- Work with Plant Manager (PM) team to develop and administer SRWA operating and capital budgets and cash flows.

- Present an annual budget for Board adoption; monitor expenditures to ensure the efficient and effective use of resources.
- Research grant and supplemental funding source availability; prepare and administer grant applications and reimbursements.
- Review budget requests and make recommendations on final expenditure levels.
- Develop organizational, staffing or technology modifications necessary to optimize effectiveness and minimize costs.
- Recommend changes to administrative practices to increase the efficiency and economy of SRWA operations and services.
- Prepare, negotiate and administer contracts and agreements; oversee existing and future SRWA contracts with others.
- Maintain positive working relationships and customer service principles in responding to complaints and information requests.

QUALIFICATIONS

Knowledge of and experience in:

- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Advanced principles, practices and techniques of public program administration and personnel management.
- Principles and techniques of budget development and administration.
- Pertinent Federal, State and local laws, codes and regulations relating to public utilities and other related operations and activities.
- Research methods and sources of information related to a broad range of municipal programs, services, and administration.
- Modern governmental accounting and financial practices, procedures and standards.
- Principles of and current trends in public utility facility design, development, maintenance and operation.
- Municipal structure and organization in a Mayor-Council/City Manager form of government.
- Principles of employee supervision, career development and training.
- The concepts of word processing, spreadsheets, micro-computer and mainframe computer applications.
- Modern methods of records management.

Ability to:

- Administer a variety of public utility programs and activities.
- Develop and implement policies and procedures related to the administration of a variety of public utility programs and activities.
- Develop and administer program budgets and controls.
- Forecast and plan for future needs.

- Analyze problem, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of agency goals.
- Effectively and fairly negotiate appropriate solutions and contracts.
- Manage resources within budget and policy parameters.
- Plan, organize, direct and supervise the work professional, technical and office support staff.
- Delegate authority and responsibility effectively.
- Establish and maintain cooperative working relationships with elective officials, administration, other employees, and the general public.
- Present ideas effectively orally and in writing.
- Prepare a variety of complex and comprehensive reports and documents.
- Prepare speeches, articles and letters for publications.
- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.

EXPERIENCE

Five years of increasingly responsible municipal public utility program administration experience including three years of supervisory responsibility that would have provided the opportunity to develop the required skills, knowledge and abilities.

EDUCATION & TRAINING

Equivalent to graduation from an accredited college or university with a major in civil engineering, public administration, business administration or close related field.

LICENSE AND/OR CERTIFICATE

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Maintenance of a valid California Driver's license and proof of automobile liability insurance thereafter is a condition of continued employment.

PHYSICAL REQUIREMENTS:

Maintain the following physical abilities: See well enough to drive a vehicle; hear and speak well enough to converse on the telephone and in person; communicate clearly without amplification; bodily mobility to move rapidly from one area to another sometimes over rough terrain; climb stairs or ladders; use of hands and fingers to write; operate a computer keyboard and handle plans and documents; stamina to work long hours and attend night meetings several times a week.

Class Established: 7/23

MANAGEMENT SALARY SCHEDULE 2023-2024

Attachment C

	Range	Step 1	Step 1	Step 3	Step 4	Step 5
PRINCIPAL HUMAN RELATIONS ANALYST	32.1	8907	9353	9820	10311	10827
PARKS/STREETS & PUBLIC FACILITIES						
SUPERINTENDENT	32.1	8907	9353	9820	10311	10827
PURCHASING MANAGER	32.1	8907	9353	9820	10311	10827
RECREATION SUPERINTENDENT	32.1	8907	9353	9820	10311	10827
BUILDING OFFICIAL, CHIEF	34.1	9820	10311	10827	11369	11937
FLEET SERVICES MANAGER	34.1	9820	10311	10827	11369	11937
PUBLIC WORKS SUPERVISOR/ CITY SURVEYOR	34.1	9820	10311	10827	11369	11937
PLANNING MANAGER	34.1	9820	10311	10827	11369	11937
REGULATORY AFFAIRS MGR	34.1	9820	10311	10827	11369	11937
ROADS PROGRAM MANAGER	34.1	9820	10311	10827	11369	11937
UTILITIES MANAGER	34.1	9820	10311	10827	11369	11937
WQC DIVISION MGR	34.1	9820	10311	10827	11369	11937
HOUSING PROGRAM MANAGER	34.1	9820	10311	10827	11369	11937
ACCOUNTANT, PRINCIPAL	35.1	10311	10827	11369	11937	12534
CIVIL ENGINEER, PRINCIPAL	35.1	10311	10827	11369	11937	12534
EXECUTIVE ASST TO CM/CITY CLERK	35.1	10311	10827	11369	11937	12534
POLICE SUPPORT OPERATIONS MANAGER	35.1	10311	10827	11369	11937	12534
TRANSIT MANAGER	35.1	10311	10827	11369	11937	12534
INFO TECH MANAGER	35.8	10678	11212	11773	12362	12980
WATER TREATMENT PLANT MANAGER	36.1	10827	11369	11937	12534	13161
DEPUTY PUBLIC WORKS DIRECTOR	38.1	11937	12534	13161	13820	14511
CITY ENGINEER	39.1	12534	13161	13820	14511	15237
HUMAN RELATIONS DIRECTOR	39.1	12534	13161	13820	14511	15237
DEV SERV DIRECTOR	39.1	12534	13161	13820	14511	15237
FINANCE DIRECTOR	39.1	12534	13161	13820	14511	15237
MUNICIPAL SERVICES DIR	39.1	12534	13161	13820	14511	15237
ECONOMIC DEVELOPMENT DIRECTOR /						
COMMUNICATIONS OFFICER	39.1	12534	13161	13820	14511	15237
INFORMATION TECHNOLOGY DIRECTOR	39.1	12534	13161	13820	14511	15237
PUBLIC WORKS DIRECTOR	39.1	12534	13161	13820	14511	15237
RISK MANAGEMENT DIRECTOR	39.1	12534	13161	13820	14511	15237
MUNICIPAL SERVICES DIRECTOR / SRWA						
GENERAL MANAGER	40.1	13161	13820	14511	15237	15999
FIRE CHIEF	41.1	13820	14511	15237	15999	16799
DEPUTY CITY MANAGER	41.1	13820	14511	15237	15999	16799
POLICE CHIEF	42.1	14511	15237	15999	16799	17639
CITY MANAGER	44.3	16159	16967	17816	18707	19642

EFFECTIVE 03/23/24

City Council Staff Report

March 12, 2024



From: Gary Hampton, Interim Development Services Director

Prepared by: Katie Quintero, Senior Planner

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Ordinance: Second and final reading of an ordinance amending the Zoning Map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code [Rezone 2022-01 (Baxter Homes)] located at 1598 East Avenue, Stanislaus County APN 043-027-034.

2. SYNOPSIS:

Making a CEQA determination and considering the request to amend the General Plan land use designation from Community Commercial (CC) to Low Density Residential and Rezone the property at 1598 East Avenue from Community Commercial (CC) to Low Density Residential 4.5 (RL 4.5) to allow for the subdivision of the parcel into 6 single-family residential lots.

3. DISCUSSION OF ISSUE:

PROJECTION LOCATION

The subject site is 1598 East Avenue. The property is located on the southwest corner of East Avenue and S. Berkeley Avenue. The properties to the south of the project site are located in a County island and are not in the City limits. The property immediately adjacent to the south of the project site is developed with a single-family home. The parcel adjacent to the project site on the west is a lot zoned Community Commercial currently developed with a single-family home. The eastern edge of the project is immediately adjacent to S. Berkeley Avenue, across S. Berkeley Avenue are parcels zoned Low Density Residential (RL), developed with single family homes. The northern boundary of the parcel is adjacent to East Avenue. Across East Avenue are parcels zoned Low Density Residential, developed with single family homes.

BACKGROUND

The subject property was annexed into the City limits in 2004 as part of the Bothun Road No. 5 Reorganization. This annexation brought approximately 2.15 acres into the City

limits. The parcels were rezoned Community Commercial and ultimately upon annexation were zoned Community Commercial. The subject site has been vacant since annexation in 2003.

PROJECT EVALUATION

General Plan

The applicant proposes to amend the General Plan designation of the property from Community Commercial to Low Density Residential to allow the .92-acre parcel to be subdivided into six lots that could be developed with single family homes.

The Community Commercial designation provides for a full range of retail and personal service uses, including retail stores, food and drug stores, apparel stores, grocery stores, offices, restaurants and other similar uses that serve the community, residential uses are not permitted.

The Low-Density Residential General Plan designation allows for residential uses at 3 to 7 units per gross acre and assumes 3.2 persons per household. The intent of this designation is to provide locations for construction of single-family homes with a range of lot sizes.

The subject site is largely surrounded by properties designated for and developed with residential uses.

General Plan 2.5-c, 6.1-h and 6.2-c call for encouraging infill development on vacant parcels while preserving the scale and character of existing neighborhoods. This project would develop an infill lot with residential uses. The residential use would be consistent with the other residential development in the area as it is proposed at a similar density and lot size to many of the surrounding lots.

Zoning

The applicant proposes to rezone the property to Low Density Residential 4.5 (RL4.5). The table below shows the development standards for the R-L 4.5 Zoning District.

Development Standards	R-L4.5
Minimum lot size (sf)	4,500
Lot density ranges (unit/acre)	5.0 – 10.0
Lot area per unit (sf)	4,500
Units per min. lot size	2
Area per unit above min.	NA
Lot dimensions (ft.)	
Width	40
Corner lots	45

Development Standards	R-L4.5
Depth	80
Frontage	35
Yards	
Front (ft.)	15
Side (ft.)	0 – 10
Corner side (ft.)	15
Rear (ft.)	10

The proposed residential lots range in size from 6,084 square feet to 8,670 square feet with lot widths ranging from 50’ to 73’ and lot depths ranging from 119’ to 125’ conforming to the standards established in the RL4.5 zoning district. The overall density of the proposed residential project is approximately six (6) dwellings per acre. When houses are proposed for construction on the individual lots they will be required to comply with the setbacks as well as all other development standards of the RL4.5 district.

The Vesting Tentative Subdivision map was reviewed and unanimously approved, with one member absent, by the Planning Commission at their January 4, 2024 meeting. The final approval of the Vesting Tentative Subdivision map is contingent upon the City Council approval of the General Plan Amendment and Rezone of the property. The conditions approved for the Vesting Tentative Subdivision map are attached for reference.

Traffic

It is anticipated that the change to the residential designation will not increase the traffic beyond the traffic the planned commercial use of the property would have generated. For example, according to the Institute of Engineers (ITE) Trip Generation Manual during the week the six residential units are anticipated to generate approximately 57 average daily trips. A 4,000 square foot convenience market, without gas pumps would generate on average 248 average daily trips during the week.

Public Services & Facilities

Prior to recordation of the final map, the property as conditioned in the resolution will have to annex into CFD#2 to help offset the cost of public services for the new residents.

Public Comment

Prior to the Planning Commission meeting, staff received two emails, from residents with concerns about the project. The first email stated concerns about the traffic on Berkeley Avenue, stating it is difficult to get onto Berkeley now and felt there were too many houses proposed with the project and that three houses would be more appropriate.

The second email cited concerns about the rezoning of the property from commercial to residential and the impacts having residential properties instead of a commercial property would have on the area. Safety for pedestrians as well as traffic safety was also a concern.

Planning Commission

The Planning Commission heard the item at their January 4, 2023 regular meeting. Members of the public spoke during public comment citing concerns about the existing amount of traffic and the speed of traffic on Berkeley Avenue and East Avenue. Neighbors spoke to ask about what the plans for fencing would be. It was explained wood fencing would be installed when development occurred. Others asked what would occur with the existing TID irrigation line going through the property. It was explained the applicant would work with TID and the line that is inactive would be abandoned and the active line reconstructed within a PUE. Questions were asked about what types of improvements would be installed and it was explained curb, gutter and sidewalk would be installed along the frontage on the subject property when they develop. Others spoke in favor of the change of the property from commercial to residential.

After hearing the item and public comment the Planning Commission voted 6/0 with one member absent to recommend the City Council approve the proposed project.

4. BASIS FOR RECOMMENDATION:

- A. In accordance with Government Code 65358(b) General Plan Amendments must be reviewed and acted on by the City Council.
- B. On January 4, 2024 the Planning Commission voted 6/0 with one member absent to recommend the City Council approve the proposed project.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. STAFF RECOMMENDATION:

Planning Commission voted 6/0 with one member absent to recommend the City Council approve the proposed project.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

Pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA), the City has reviewed the environmental impacts associated with the proposed amendment to the General Plan and rezoning of the subject property.

Based upon the analysis and information contained in the Initial Study prepared, it has been determined that no significant environmental impacts are associated with the proposed project. On December 4, 2023, a “Mitigated Negative Declaration” was prepared and posted with the Stanislaus County Clerk, stating that the mitigation measures proposed for the development would reduce any impacts to a less-than-significant level. A Mitigation Monitoring and Reporting Program is also proposed, in accordance with the requirements of CEQA, to ensure that the responsibilities and timelines for implementing and monitoring the mitigation measures are clearly spelled out.

9. ALTERNATIVES:

- A. The City Council may choose to not approve the proposed General Plan Amendment and Rezone of the property. If the City Council chooses to deny the proposed project the Commercial General Plan designation and Community Commercial Zoning of the property would remain.
- B. The City Council may choose to add or modify the conditions of approval.

10. ATTACHMENTS:

- A. Ordinance
- B. Public Comment Letters
- C. Planning Commission Resolution 2024-04

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE ZONING MAP OF THE CITY OF TURLOCK, CALIFORNIA, ATTACHED TO TITLE 9 OF THE TURLOCK MUNICIPAL CODE [REZONE 2022-01 (BAXTER HOMES)]	ORDINANCE NO. -CS
}	
}	
}	
}	
}	
}	

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ENVIRONMENTAL DETERMINATION. The City Council finds that the report or declaration reflects the independent judgement of the lead agency and that the project will not have a significant effect on the environmental and hereby adopts the Mitigate Negative Declaration and directs that a Notice of Determination be filed.

SECTION 2. ZONING CHANGE. The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Community Commercial (CC) to Low Density Residential 4.5 (RL4.5), under the provisions of Title 9 of the Turlock Municipal Code, and said real property shall hereafter be subject to the provisions and regulations of this Chapter relating to property located within such Districts. Said property is described as follows:

All that real property identified as “Parcel 1” in that certain Certificate of Lot Line Adjustment No. 2000-19, recorded June 7, 2000, as Document No. 2000-0045915-00, Official Records, more particularly described as follows:

All that certain real property situate in Lot 1 of Bothun Subdivision, as per Map filed October 22, 1907 in Volume 3 of Maps at Page 17, Stanislaus County Records, in a portion of the Northeast quarter of Section 23, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the County of Stanislaus, State of California, described as follows:

Commencing at the Northeast corner of said Section 23; thence along the Easterly line of said Section 23, South 1 degree 00’ 00” East, 373.00 feet to the Southeast corner of said Lot 1 and the true point of beginning of this description; thence along the South line of Lot 1 South 89 degrees 39’ 26” West, 147.5 feet; thence along the West line of said Lot 1 North 1 degree 00’00” West, 348.00 feet; thence parallel with and 25.00 feet Southerly

from the North line of said Section 23, North 89 degrees 41' 18" East, 137.5 feet; thence parallel with and 10 feet Westerly from said East line of said Section 23, South 1 degree 00' 00" East, 200.01 feet; thence parallel with and 225.00 feet Southerly from said North line of said Section 23, North 89 degrees 41' 18" East, 10.00 feet; thence along said Easterly line of said Section 23, South 1 degree 00' 00" East. 147.98 feet to the point of beginning. APN 043-027-034-000

SECTION 3. ZONING MAP. The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the map attached hereto (Exhibit A), which is hereby made a part of this ordinance by reference.

SECTION 4. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 5. ENACTMENT. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

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

AMY BUBLAK, Mayor

ATTEST:

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

Exhibit 1



Alexia Fuentes

From: Katie Quintero
Sent: Thursday, January 4, 2024 5:06 PM
To: Adrienne Werner; Alexia Fuentes
Subject: FW: 1598 East Ave Re Zoning

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Coralie Donkers [REDACTED]
Date: 1/4/24 5:01 PM (GMT-08:00)
To: Katie Quintero <KQuintero@turlock.ca.us>
Subject: 1598 East Ave Re Zoning

To whom it concerns:

We are writing this response to the proposed change in zoning for the property 1598 East Ave. We are residents and property owners of the adjacent property, and are in opposition of this project.

Our property at 1578 East Ave, and the adjacent properties at 98 Bothun Rd and 111 S Berkeley Rd, are currently zoned for community commercial, with the properties south of us being county. We purchased this property because of the community commercial zoning and county zoning of surrounding lots, with the plan of starting a small business that would benefit our community. This zoning type is as follows;

9-3-301 Specific purposes.

(2) C-C community commercial district. To provide a wide range of retail stores, restaurants, hotels and motels, commercial recreation, personal services, business services and financial services and for limited office and residential uses.

We have begun the process of preparing for a business proposal and submission for business license application. Re-zoning an adjacent property threatens our community commercial plans for this property. Residential development may lead to impact on our hours of operation, and may add financial and/or practical burden of running and maintaining a business next to residential properties.

We further oppose the re-zoning of the adjacent property, as it would divide the property into multiple owners, increasing the number of neighbors our property is shared with. We purchased our property because of the absence of neighbors on one side, with the expectation that it would be developed as community commercial use in the future. Diving the land into multiple owners will conflict with our planned community commercial use of our lot, as well as introduce complications that may arise from sharing a fence line with four neighbors. Sharing the fence line with multiple owners is serious safety and noise concern for us.

One such concern is future property owners having pets that share the fence line with ours. There is a property on Bothun Road with a dog that lives outside, that barks all day. We do not wish to share a fence line with this kind of nuisance. We have task-trained service dogs residing on our property, and it is important that our safety is not threatened by potentially aggressive or noisy dogs next door.

Another concern is the negotiation of replacement & maintenance of the fence; this is much more complex with four new property owners. Currently, the fence on the shared property line has been damaged from lack of maintenance to the empty lot. The current owner of the lot allows weeds and other vegetation to grow to alarming heights, creating a fire hazard. Other hazards on the lot include a shrub that has been allowed to grow into a tree, under and through the fencing, pushing out fence boards, as well as leading to collapse of large section of fencing last year. The lack of maintenance has caused the lot to become a yard sale zone for individuals not owning the land, and sleeping grounds for transients, notably surrounding the out of control shrub. We had to

replace the collapsed fence in order to secure our safety.

Safety is a high priority for us and our community, and a sturdy, secure fence with a single permanent neighbor is imperative to maintaining safety.

Lastly is our serious concern for the safety of the residents of the neighborhood. We have observed and reported multiple times (to the city and police department) that the intersection of Berkeley and East presents serious danger to pedestrians. This intersection is a major thoroughfare for underaged children who walk to school at both Turlock High School and Julien elementary school. This intersection is frequently used by vehicles in the exhibition of extreme speed and for 'doing donuts'. Despite multiple reports to law enforcement, this problem continues unabated. We have spoken with project leaders and our understanding from these conversations there is no plan to mitigate for increased traffic. We have suggested the implementation of speed jumps or round-about, but have been told this is not possible. Dividing in multiple residential properties will increase the traffic burden to the area. This has a cumulative effect when combined with events like the Tuesday flea market. Currently, the empty lot acts as an overflow for people attending this market. Change to a residential lot may lead to further burdening the neighborhood with parking saturation, especially with the East Ave sidewalk development project, that has eliminated parking.

Thank you for hearing our concerns,
Jon Pleitez & Coralie Donkers

Alexia Fuentes

From: [REDACTED]
Sent: Thursday, December 7, 2023 5:42 PM
To: Katie Quintero
Subject: Mitigated Negative Declaration

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Katie

I M very concerned about this project.

I have a few question .

!- Is this going to be gated .

2 -There is to much traffic on berkley now. It is hard to get on Berkley now.

3 - Is this going to be Low Income houses ?

4 - I feel there are to many houses on this project.

5- I can see 3 houses around 12,000 Sq. Ft.

Don & Sandi Duree

[REDACTED]

Filing Requested By:

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

When Filed Mail To:

Same as above

EXEMPT FROM FEE PER GOVERNMENT CODE §6103

SPACE ABOVE THIS LINE FOR CLERK'S USE ONLY

RESOLUTION NO. 2024-04

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF TURLOCK APPROVING
VESTING TENTATIVE SUBDIVISION MAP 2022-01
(Baxter Homes)

PROPERTY OWNER: Baxter Homes Inc
402 Sycamore Avenue
Modesto, CA 95354

APPLICANT: Rachel Baxter
402 Sycamore Avenue
Modesto, CA 95354

SITE ADDRESS: 1598 East Avenue

APN: 043-027-034

WHEREAS, Baxter Homes has submitted an application to subdivide approximately .91 acres into 6-single family residential lots; and

WHEREAS, typical lot sizes will range from 6,084 to 8,670 square feet; and

WHEREAS, lot widths range from 50' wide to 73' wide; and

WHEREAS, the project will be developed generally in accordance with standards established for the Low Density Residential4.5 (RL4.5) zoning district; and

WHEREAS, the property affected by this Resolution is described as Stanislaus County Assessor Parcel No. 043-027-034; and,

WHEREAS, the Planning Commission of the City of Turlock approved Resolution 2024-01 recommending the City Council adopt a mitigated negative declaration and mitigation monitoring and reporting program for the project; and

WHEREAS, after a duly noticed public hearing held on January 4, 2024, the Planning Commission found and determined as follows:

Section 1. That Vesting Tentative Subdivision Map No 2022-01 (Baxter Homes) would be permissible subject to the following findings:

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

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock that Vesting Tentative Subdivision Map 2022-01 (Baxter Homes) is hereby approved and subject to compliance with all applicable codes and ordinances and subject to the terms and conditions set forth below. All conditions listed below shall be complied with prior to issuance of Certificate of Occupancy, or equivalent, unless otherwise stipulated:

Planning Division (668-5640)

1. Approval of Vesting Tentative Subdivision Map 2022-01 is contingent upon obtaining City Council approval of General Plan Amendment 2022-01 and Rezone 2022-01 authorizing the zoning change of 1598 East Avenue, Stanislaus County APN 043-027-034, from Community Commercial (CC), the Low Density Residential 4.5. All conditions of approval of General Plan Amendment 2022-01 and Rezone 2022-01 are hereby made conditions of approval for Vesting Tentative Subdivision Map 2022-01 and are hereby incorporated by reference.
2. Minor amendments to the site layout, building design, and other conditions contained within this approval may be authorized by the Development Services Director on a case-by-case basis, provided that such amendments are consistent with the overall intent and purpose of the conditions contained herein.
3. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Vesting Tentative Subdivision Map 2022-01, Rezone 2022-01 and General Plan Amendment 2022-01 and are hereby incorporated by reference.
4. This approval authorizes the subdivision of approximately .91 acres of land into 6 residential lots. The subdivision shall conform to the standards of the Low Density Residential 4.5 zoning district.

5. The subdivision shall be developed in accordance with the vesting tentative subdivision map, submitted as part of the application for this project, except as may be amended herein. (Attachment 1)
6. Individual house addresses will be assigned by the Planning Division pursuant to TMC §8-400ART.
7. Exterior mechanical equipment, except solar collectors affixed to the roof and residential utility meters, shall be screened from public view on all sides. Equipment to be screened includes, but is not limited to, heating, air conditioning, refrigeration equipment, plumbing lines, duct work, and transformers. Satellite dish antennas and microwave equipment shall be screened in accordance with TMC §9-2-101, Accessory Buildings or Structures.
8. Plans for the development of typical front yard landscaping to be installed by the developer shall be submitted to the Planning Division for review and approval prior to the issuance of any building permit. The subdivision shall comply with the Water Efficient Landscape Ordinance (TMC § 9-2-109).
9. All trash cans shall be stored behind the backyard fencing with the exception of trash collection day.
10. All off-premise subdivision directory / sales signs proposed in conjunction with the project shall obtain a separate City of Turlock sign permit and comply with the sign criteria and standards established in the Turlock Municipal Code. Note: snipe signs (i.e. signs of a temporary nature advertising a specific event or product and which are illegally posted to trees, posts, poles, stakes, fences or similar support structures) are expressly prohibited.
11. The developer must comply with the requirements established in TMC § 9-2-120 (Underground Utilities).
12. To adequately fund the ongoing provision of public services (including but not limited to police, fire, and public maintenance), the subject property shall be included in a (Mello Roos) Community Facilities District to fund a Services Mitigation Fee. A final subdivision map shall not be recorded until the subject property has been annexed to the Community Facilities District. Pursuant to City Council Resolution 2004-31, annexation to the proposed Communities Facilities District is required to mitigate the project's impacts upon police, fire and public maintenance operations.
13. If there are model homes for the subdivision the developer shall comply with Section 9-2-109(12) of the City of Turlock Municipal Code.
14. The approval of this vesting tentative map approval shall expire in thirty-six (36) months unless extended in accordance with Article 4 of Turlock Municipal Code Chapter 11-5 or otherwise authorized under State Law pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).
15. All homes shall be designed consistent with the standards contained in Section 2.5 of the General Plan. House plans will be reviewed and approved by the Planning Division staff prior to application for a building permit to ensure that the proposed house designs comply with the design standards of the General Plan and the City's adopted Design Guidelines.
16. In the event the city determines that it is necessary to take legal action to enforce

any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

17. The developer shall pay all City of Turlock city wide and specific plan development impact fees prior to issuance of the building permit.
18. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.
19. Lighting shall be oriented to minimize impacts upon nearby residences.
20. Sources of high illumination shall be separated from light-sensitive receptors.
21. The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.
22. GP 7.4-e, 7.4-f If ground disturbing activities, such as grading, occurs during the typical nesting season for songbirds and raptors, February through mid-September, the developer is required to have a qualified biologist conduct a survey of the site no more than 10 days prior to the start of disturbance activities. If nests are found, no-disturbance buffers around active nests shall be established as follows until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer on the nest for survival: 250 feet for non-listed bird species; 500 feet for migratory bird species; and one-half mile for listed species and fully protected species.
23. GP 7.4-e, 7.4-f; If nests are found, they should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences the nest shall be continuously monitored to detect any behavioral changes as a result of the project. If behavioral changes are observed, the work causing the change should cease and the Department consulted for additional avoidance and minimization measures.
24. GP 7.4e, If Swainson's Hawks are found foraging on the site prior to or during construction, the applicant shall consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures. Mitigation may include, but are not limited to: establishing a one-half mile buffer around the nest until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer dependent on the nest for survival. Mitigating habitat loss within a 10-mile radius Mitigating habitat loss within a 10-mile radius of known nest sites as follows: providing a minimum of one acre of habitat management land or each acre of development for projects within one mile of an active nest tree. Provide a minimum of .75 acres of habitat management land for each acre of development for projects within between one and five miles of an active nest tree. Provide a minimum of .5 acres of habitat management land for each acre of development for projects within between five and 10 miles of an active nest tree.
25. GP 7.5a, 7.5c, In accordance with State Law, if potentially significant cultural, archaeological, or Native American resources are discovered during construction,

work shall halt in that area until a qualified archaeologist can assess the significance of the find, and, if necessary develop appropriate treatment measures in consultation with Stanislaus County, Native American tribes, and other appropriate agencies and interested parties.

26. GP 7.5a, 7.5c, If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.
27. In accordance with State Law, if any historical resources are found during construction, work is to stop, and the City of Turlock and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find. If it is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resources shall be formulated and implemented.
28. If previously unrecorded archaeological resources, as defined by State Law are discovered, construction activities shall be suspended and a qualified archaeologist shall be called to evaluate the find and to recommend proper action.
29. GP 3.3-a, 3.3-f, The project shall connect to the City's Master Water and Storm Drainage System.
30. GP 3.3-o, 3.3-ae, 6.4-f, The project shall comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality. The applicant shall conform to the requirements of the Construction Storm Water General Permit and the Municipal Separate Storm Sewer System (MS4) Permit, including both Best Management Practices and Low Impact Development (post-construction) requirements.
31. If the project includes construction dewatering and it is necessary to discharge the groundwater to water of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit.
32. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system. If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United State Army Corps of Engineers (USACOE). If a USACOE permit or any other federal permit is required for this project due to the disturbance of water of the United States then a Water Quality Certification must be obtained from the Central Valley Water Board prior to the initiation of project activities. If the USCACOE determines that only non-jurisdictional water of the State are present in the proposed project are, the proposed project will require a Waste Discharge Requirements permit to be issued by the Central Valley Water Board.

33. GP 10.4-d; Prior to the issuance of a building permit, the developer shall pay the applicable development-related school impact fees to fully mitigate its impacts upon school facilities pursuant to California statutes.
34. GP 5.2i - The applicant, developer or successor in interest shall pay all applicable Citywide Capital Facility Fees for transportation improvements. These include the development of new bicycle and pedestrian facilities, traffic calming, traffic management, and other projects to improve air quality and reduce congestion, as well as roadway, intersection and interchange improvements.
35. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
36. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
37. A spill prevention and cleanup plan shall be implemented.
38. GP 3.3-ae, The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches. A General Construction permit shall be obtained from the State Water Resources Control Board, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented as part of this permit.
39. The project shall comply with the California Green Building Code Standards (CBC), requirements regulating energy efficiency.
40. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
41. The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.
42. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.
43. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
44. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
45. A spill prevention and cleanup plan shall be implemented.
46. Staging areas for heavy equipment shall be located as far from residences as possible.
47. All unnecessary idling of internal combustion engines shall be prohibited.

Engineering Division (668-5520)

1. In the event that multiple final maps are filed, the City of Turlock reserves the right to impose reasonable conditions relating to the filing of multiple Final Maps.
2. The Final Map shall be based upon and tied to a minimum of two (2) monuments on our grid system. The City of Turlock's grid system was established on Volume 20 of Surveys, at Page 56, Stanislaus County Records (20-S-56).

3. Upon approval of the Tentative Subdivision Map, the Developer shall provide the following items as the submission of the Final Map:
 - a. Payment of Final Map review fees
 - b. Final Map (Subdivision Map), all sheets. Three (3) copies signed and stamped.
 - c. Current Title Report and any pertinent items shown in Report.
 - d. Current Deed of Parcel being subdivided.
 - e. All references shown on the Map. (include the reference Maps, Deeds, etc.)
 - f. Lot Closure Calculations.
 - g. Conditions of Approval.
 - h. A thumb drive with PDF copies of all documents in items (b) through (g). Map PDFs shall be created with the software of origin (i.e. AutoCAD Civil 3D) not by scanning a printed copy.
4. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.
5. Construction of the required improvements may be deferred until after recording of the subdivision map provided that a subdivision agreement has been executed, bonds and insurance certificates filed, and all fees paid.
6. Road Classification per the current Turlock General Plan adopted September 2012:
 - a. East Avenue is designated as an Arterial with a total right-of-way width of 124 feet, 62 feet half-width. Current half-width is 49 feet.
 - b. S. Berkeley Avenue is designated as a Minor Arterial with a total right-of-way width of 90 feet, 45 feet half-width. Current half-width is 30 feet.

Due to the property restraints and the existing right-of-way dedications surrounding this parcel, no additional right-of-way is required at this time.

7. Developer shall execute all utility easements and easement abandonments necessary to relocate all existing utility easements as required by utility providers. At a minimum, the developer shall provide 10 feet wide Public Utility Easements (PUEs) behind property along all existing and new street frontages.
8. The developer shall pay all citywide development impact fees, adjusted by the Engineering News Record Index, prior to issuance of the building permit or recordation of a Final Map as directed by the City Engineer.
9. Developer shall provide written consent, as provided in Section 54715 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed. As an alternative to this, the City may form a Community Facilities District (CFD) to finance the operation and maintenance of said improvements and services.

10. Developer shall submit on-site and off-site (Non-structural) improvement plans to the **Engineering Division** for review and approval. Please submit an improvement plan application along with the current plan check fee, five (5) sets of civil improvement plans including erosion control and landscape plans, an erosion and sediment control plan (ESCP) worksheet, one (1) copy of the geotechnical soils report including pavement R-values and one (1) copy of the land use permit. Landscape plans shall meet the requirements of the Model Water Efficient Landscape Ordinance (MWELo). All projects disturbing more than one acre of land must apply for a Notice of Intent with the State of California Water Quality Control Board. The W.D.I.D. number, which is provided by the State, must be provided prior to grading permit issuance.
11. Developer shall procure a grading permit from the **Engineering Division** for all on-site (Non-Structural) work prior to issuance of any building permits. Upon approval of the on-site Improvement plans, please submit a grading permit application and a cost estimate for all on-site (Non- Structural) work.
12. Developer shall procure an encroachment permit from the **Engineering Division** for all off-site work done within existing City of Turlock right of way, proposed right of way and within any easements prior to the issuance of any building permits. Upon approval of the off-site improvement plans, please submit an encroachment permit application, a cost estimate or for all off-site work, liability insurance as detailed in the encroachment permit application listing the City of Turlock as additional insured and an improvement security equal to 110% of the valuation of the work in the form of a bond, letter of credit, cash or check.
13. Developer shall install city owned and maintained facilities in accordance with the City of Turlock Standard Specifications and Drawings and shall make all necessary roadway dedications.
14. Developer shall provide full frontage improvements, including paveouts, curb, gutter sidewalk, bus stop improvements, curb returns, access ramps, fire hydrants, and street lights along all street frontages. In addition, Developer shall install one fire hydrant and one street light at all street intersections along the frontage of the development.
15. Bus stop improvements shall include a concrete pad behind the sidewalk, bus shelter, bench, and trash can. Location of the bus stop shall be coordinated with the Transit Department.
16. Developer shall remove and replace any existing curb, gutter, sidewalk, driveway approaches, curb ramps, streetlights, and roadway improvements along the street frontages in accordance with City of Turlock Standard Specifications and Drawings if, in the City Engineers opinion, the existing improvements do not meet current City Standards, accessibility standards or are in poor/damaged condition.
17. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on the road frontages if, in the City Engineer's opinion, the road is in poor condition, the integrity of the roadway has been compromised by utility cuts (3 or more), or construction practices. Asphalt oil shall be PG 64-10.

18. Developer shall submit on-site landscape and irrigation plans for review and approval.
19. Side yard fences, signs and trees shall be back of the 30 feet from street corners and 15 feet from driveways, or as directed by the City Engineer, per City Code requirements and City Standard Drawing ST-13 "Clear Vision Triangle".
20. Developer shall install all necessary traffic signage and striping modifications to the road frontages as required by the City Engineer and the current California MUTCD.
21. Sewer, water, and fire services that will not be utilized for the developed area shall be abandoned in accordance with the requirements of Municipal Services.
22. Developer shall install a sewer main 8" minimum and associated service connections along S. Berkeley Avenue to provide sewer service to parcels.
23. Separate utilities shall be required for each parcel.
24. Developer shall repave all trenching in existing right-of-way per the current City Standards, including 2019 Errata 1, and pay applicable trench restoration fees in accordance with Section 7-4-203 of the City of Turlock Municipal Code.
25. The developer shall provide a Low Impact Development (LID) design for all added and/or reconstructed impervious surfaces that includes measures for site design, sources control, runoff reduction, storm water treatment and baseline hydromodification management as defined in the Phase II MS4 General Permit in order to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.
26. The developer shall implement source control measures consistent with recommendations from the CASQA Stormwater BMP Handbook for New Development and Redevelopment for the pollutant generating activities listed in Section E.12.d of the Phase II MS4 General Permit.
27. The Developer shall incorporate all post construction BMPs necessary to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.
28. The Developer shall execute an Operations and Maintenance Agreement with the City of Turlock for all post construction best management practices (BMPs) associated with the development prior to issuance of a building permit.
29. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.
30. All lots shall be graded to drain towards the public street with no cross-lot drainage allowed. If the grade differential between lots or surrounding ground is 1 foot or greater, a concrete retaining wall shall be required per the City of Turlock Standards.

If the grade differential between lots or surrounding ground is between 1/2 foot and 1 foot, the developer shall use a wood type retaining wall/fence depending on the individual situation, to be approved by the City Engineer as part of the subdivision improvement plans.

31. All building pads shall be 1/2 foot higher than the nearest flow-line high point. This condition may be waived by the City Engineer if upon review of the hydrology study he deems it is not necessary.
32. Each lot will have access to a water and sewer service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.
33. Developer shall install street trees spaced 30'-35' apart along the road frontages per the City Standard Specifications and Drawings.
34. If any survey monuments will be at risk during construction activities, the City of Turlock will require that there is an individual in responsible charge of the Land Surveying activities within the bounds of proposed development as follows:
 - **Acknowledgement of Monument Responsibility Certificate** signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to issuance of the grading and/or encroachment permit.
 - **Acknowledgement of Monument Preservation Certificate** signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to final sign acceptance of the grading and/or encroachment permit.

A letter outlining all fees and other requirements for the recording of the Subdivision Map will be forthcoming only after the map and all related documents have been submitted and checked by the Engineering Department.

If you have questions or concerns regarding the proposed conditions, a Technical Review Conference can be scheduled in the Engineering Conference Room at the City of Turlock, 156 South Broadway, Suite 150, or by remote conference call, depending on circumstances.

Building & Safety Division (668-5560)

1. A building permit is required for any structure (electrical gates, site lighting, etc.) associated with the project.
2. Plans must be submitted electronically. Plans shall be prepared by a licensed California design professional.
3. The project shall comply with the current California Building Codes and the Turlock Municipal Code in effect at the time of building permit application.
4. Additional requirements may be applicable upon review of the submitted building permits.

5. Accessibility parking upgrades will be required.

Fire Services (668-5580)

1. The project shall comply with the current California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the Turlock Municipal Code in effect at the time of building permit application. Additional requirements may be applicable upon Fire Dept. review of building plans.
2. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt or concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.
3. Address numerals shall be a minimum of 6" tall with 3/4" stroke, contrast with background, be clearly visible from the primary roadway and be illuminated either internally or externally between dusk and dawn daily.
6. Ensure fire hydrant spacing is adequate and meets requirements.

Municipal Services

1. Prior to issuance of a building permit, water and sewer utilities shall be reviewed and approved by Municipal Services (668-5590).

Parks, Recreation & Public Facilities Maintenance (668-5594)

1. Street trees shall be installed in accordance with City of Turlock standards (TMC 7-7-500) and 9-2-109). The variety of street tree to be installed is Eastern Red Bud. Any variation from the above listed street tree requirement must first be approved by the City of Turlock Parks, Recreation and Public Facilities Maintenance Department. The property owner or developer shall contact this department at (209) 668-5594 for review of tree layout and inspection prior to installation of street trees.

Turlock Irrigation District (Irrigation System 883-8367, Electric Utility 883-8659)

1. There are two pipelines existing the irrigation structure box at the southwest corner of East Avenue and Berkeley Avenue. The pipe continuing west along East Avenue is abandoned and shall be removed. The pipeline continuing south along the west side of Berkeley remains active and shall be reconstructed to current development standards within a new 15-foot PUE.
2. The tentative map provided shows the irrigation structure box being replaced with a manhole. However, the District does not allow pressure manholes (PMH) to be installed within the road. Instead the structure box at the intersection shall be removed, and the new pipe connected at that location. If it is determined that a PMH is necessary, it would have to be installed within the PUE behind the back of sidewalk.
3. The applicant will need to provide irrigation improvement plans and enter into an Irrigation Improvements Agreement for the required irrigation facility modifications. There is a District Board approved time and material fee associated with this review. Work on irrigation facilities can only be performed during the non-irrigation season

which typically runs from November 1, thru March 1, but can vary.

4. The District does not currently have any electrical facilities on the property. The source of electric service will be the overhead distribution lines on the north side of East Avenue. The City of Turlock will likely require the electrical feed to be placed underground. As such, the 4" primary conduit will be installed by the Developer across East Avenue and routed along the west side of Berkeley Avenue. The conduit will be located within the PUE between the relocated irrigation pipe and the residential side of the PUE.
5. A 15-foot Public Utility Easement shall be dedicated along the Berkeley Avenue street frontage, and a 10-foot PUE shall be dedicated along the East Avenue street frontage.
6. The front building setback is to be a minimum of 15-feet from the property line and a minimum of 15-feet from the back of sidewalk to enable the safe placement of utilities.

San Joaquin Valley Air Pollution Control District

1. The applicant shall comply with all applicable Air Pollution Control District Rules and regulations.

Pacific Gas and Electric Company

1. Before digging or excavation occurs, contact Underground Service Alert (USA) by dialing 811 a minimum of two working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.
2. In accordance with Subdivision of Premises provision of Rule 16, when PG&E's service facilities are located on private property that is subsequently subdivided into separate premises with ownership divested to someone other than the applicant, the subdivider is required to provide PG&E with easement rights that are satisfactory to PG&E for its existing facilities. Additionally, the subdivider is to notify property owners of the subdivided premises of the existence of the rights-of-way being granted.
3. In the event that adequate rights-of-way are not granted as a result of the property subdivision, PG&E does have the right, upon written notice to the applicant, to discontinue service without obligation or liability. The existing owner, applicant, or customer would then have to pay to PG&E the total estimated cost of any required relocation or removal of PG&E's facilities.

Section 2. The establishment of Vesting Tentative Subdivision Map No. 2022-01 requires compliance with the conditions of approval, which shall be binding on all heirs, assignees, and successors in interest of said property.

Section 3. The Director of Community Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 4th day of January, 2024, by the following roll call vote:

AYES: Reese, Davis, Anderson, Reape, Deol, Johnson

NOES: None

ABSTAINED: None

ABSENT: Souza

ATTEST: _____

ADRIENNE WERNER
INTERIM DEVELOPMENT SERVICES DIRECTOR/PLANNING MANAGER
SECRETARY OF THE TURLOCK PLANNING COMMISSION
CITY OF TURLOCK

WITNESS: _____

ALEXIA FUENTES
STAFF SERVICES TECHNICIAN
CITY OF TURLOCK

City Council Staff Report

March 12, 2024



From: Jason Hedden, Chief of Police
Prepared by: Steve Rodrigues, Police Captain
Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Reviewing the Annual Military Equipment Report submitted by the Turlock Police Department pursuant to the Turlock Municipal Code Title 4, Chapter 19, Section 107 and Government Code 7072 and review and renewal of Turlock Ordinance No. 1290-CS adopting the City Military Equipment use policy pursuant to Government Code Section 7071

2. SYNOPSIS:

Reviewing the Annual Military Equipment Report (Attachment B) submitted by the Turlock Police Department pursuant to the Turlock Municipal Code Title 4, Chapter 19, Section 107 and Government Code 7072 and review and renewal of Turlock Ordinance No. 1290-CS adopting the City Military Equipment use policy pursuant to Government Code Section 7071.

3. DISCUSSION OF ISSUE:

Assembly Bill 481, a state law approved in 2021, codified in Government Code sections 7070 through 7075, requiring a law enforcement agency (LEA) to obtain approval from the applicable governing body, via adoption of "military equipment" use policy (the Policy) by ordinance (the Ordinance), prior to the LEA funding, acquiring, or using "military equipment" as defined in the new law.

Review of the Military Equipment Inventory list (Attachment C) and renewal of the ordinance allows Turlock Police Department (TPD) to continue to purchase and use the vital equipment specified therein. Upon City Council renewal, the updated inventory list would be posted in the Turlock Municipal Code Title 4, Chapter 9, Section 104 "Military Equipment Inventory."

Additionally, under Assembly Bill 481, a LEA is required to submit an Annual Military Equipment Report which requires City Council review. This Annual Report can be found in Attachment B.

Finally, under Assembly Bill 481, a LEA is required to hold at least one well-publicized and conveniently located community engagement meeting at which the public may discuss and ask questions of the submitted Annual Report (Attachment B). This requirement is being accomplished in two ways. First, it is being ajenized publicly in a council report. Second, it is being publicized on the Turlock Police Department's social media pages, inviting members of the public to the above-mentioned City Council Meeting. This is to encourage public participation.

It should be noted the term "military equipment," as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and noise/flash/diversionary devices.

TPD is committed to using the most up to date tools and equipment to safeguard the residents of Turlock. Many of the items deemed to be "military equipment" by AB 481 are in fact employed by TPD, and numerous LEAs across the country, to significantly reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items in the Inventory List (Attachment C) and accompanying Military Equipment Policy, provides TPD's peace officers with vital tools that facilitate compliance with its stringent use of force policy.

During the Council Meeting on June 27, 2023, City Council voted to approve the 2022 Annual Military Equipment Report. Staff is returning to Council earlier than the required one-year to reset the one-year requirement. Staff would like to make this a true annual report for the year. Thus, this proposed Annual Military Equipment Report will cover January 1, 2023 through December 31, 2023.

4. BASIS FOR RECOMMENDATION:

A. Renewal of this section of the Municipal Code will allow TPD to continue to provide for the safety of its community members without unnecessarily escalating situations with higher levels of force.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Any purchases deemed necessary, not on the attached proposed inventory list will be approved by council.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may choose not to accept the updated inventory list; however, this is not recommended because this update allows for TPD to more efficiently protect the community.

9. ATTACHMENTS:

A. Draft Resolution 2024 –

B. Military Equipment Annual Report 2023.

C. Military Equipment Inventory List.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF THE CITY COUNCIL }
 REVIEWING THE ANNUAL MILITARY }
 EQUIPMENT REPORT SUBMITTED BY }
 THE TURLOCK POLICE DEPARTMENT }
 PURSUANT TO TURLOCK MUNICIPAL }
 CODE TITLE 4, CHAPTER 19, SECTION 107 }
 AND GOVERNMENT CODE 7072 AND }
 AND REVIEW AND RENEWAL OF TURLOCK }
 ORDINANCE NO. 1290-CS ADOPTING THE }
 CITY MILITARY EQUIPMENT USE POLICY }
 PURSUANT TO GOVERNMENT CODE }
 SECTION 7071 }
 _____ }

RESOLUTION NO. 2024-

WHEREAS, pursuant to TMC Section 4-19-107 and Government Code Section 7072, the Police Department is required to submit an Annual Military Equipment Report (the “Annual Report”) to the City Council; and

WHEREAS, the City Council, annually, is required to review the ordinance adopting a Military Equipment Use Policy and vote on whether to renew such ordinance; and

WHEREAS, the City’s Military Equipment Use Policy was adopted by Ordinance No. 1290-CS; and

WHEREAS, the City Council desires to renew the Military Equipment Use Policy and update the inventory list as derived from the Annual Report.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the Annual Report after its submittal by the Turlock Police Department; and upon review of the Annual Report, makes the following determinations:

Each item of military equipment is necessary for use by the Turlock Police Department because there is no reasonable alternative to each item of equipment that can achieve the same objective of police officer and civilian safety. The Military Equipment Use Policy will safeguard the public’s welfare, safety, civil rights, and civil liberties. For items of equipment being purchased, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of police officer and civilian safety. Prior use of military equipment complied with the policy in effect at the time of use. To renew the Military Equipment Use Policy after review of it and Ordinance No. 1290-CS with the updated inventory list derived from the Annual Report.

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

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

The City of
Turlock Police Department

Attachment B



Military Equipment Annual Report
2023



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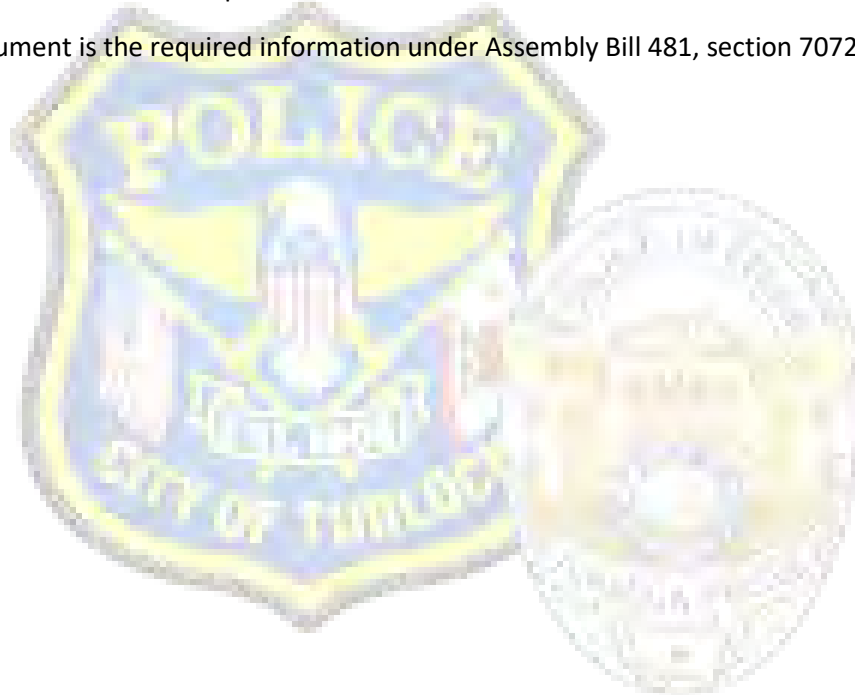
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Introduction

On September 30, 2021, Assembly Bill 481 required law enforcement agencies to adopt a Military Equipment Use Policy by ordinance, no later than May 1, 2022. The Turlock Police Department complied with Assembly Bill 481 on April 26, 2022, when the policy was reviewed and approved by Turlock City Council. On that day, Ordinance No. 1290-CS was approved.

Assembly Bill 481, section 7072(a) requires law enforcement agencies to submit to the City Council an Annual Military Equipment Report on the use of the equipment, any complaint(s) or concern(s) regarding the use of the equipment, results of any internal audits on the use of the equipment, the annual costs for the equipment, the quantity of equipment possessed by the agency, and any intention to purchase additional equipment in the following year. In addition, within 30 days of submitting and publicly releasing the Annual Military Equipment Report, a well-publicized and community engagement meeting must be held to allow for public comments.

Within this document is the required information under Assembly Bill 481, section 7072(a).



Summary of Military Equipment:

Turlock Police Department employs the following military equipment, including the item description, purpose, fiscal impact, and guidelines for usage.

Unmanned Aerial Vehicle (UAV): An unmanned aircraft along with the associated equipment necessary to control it remotely.

a) Description, quantity, capabilities, and purchase cost of current UAV's.

1. DJI Mavic Enterprise Advanced: Cost \$8,000, Quantity 1. Remotely operated aerial vehicle that has video recording and thermal video capabilities, and 25-30 minutes of flight time.
2. DJI Mavic Enterprise Zoom: Cost \$6,000, Quantity 1. Remotely operated aerial vehicle that has video recording capabilities and 25-30 minutes of flight time.
3. DJI Mavic Mini: Cost \$560.00. Quantity 1. Remotely operated aerial vehicle that has video recording capabilities and 20 minutes of flight time.
4. DJI Matrice M30T: Cost \$17,500. Quantity 1. Remotely operated aerial vehicle that has video recording capabilities and 35-40 minutes of flight time (\$16,000 of the purchase price was a private donation).
5. DJI Avata: Cost \$2,400. Quantity 1. Remotely operated aerial vehicle that has video recording capabilities and 18 minutes of flight time.

b) Purpose: UAV's are to be deployed when its use would assist officers or Incident Commanders with the following situations, which include but not limited to:

1. Major collision investigations
2. Search for missing persons
3. Search and rescue missions
4. Crowd control situations
5. Perimeter searches and security
6. Natural disaster management
7. Crime scene investigations and photography
8. SWAT, tactical, and other public safety and life preservation missions

c) Authorized use: Only authorized operators set forth in Department Policy 606 shall be permitted to operate any UAV, and only during approved missions.

- d) Expected life span: All UAV equipment has a life expectancy of 1-3 years.

- e) Fiscal impact: Annual maintenance and battery replacement cost is projected to be approximately \$15,000.

- f) Training: All UAV operators must obtain from the FAA Part 107 certification, go through in-service training on UAV systems and operations, as well as adhere to Department Policy 606.

- g) Legal procedures rules: Use is established under Department Policy 606 and in accordance with FAA certification. It is the policy of the Turlock Police Department to utilize UAV's only for official law enforcement purposes and in a manner that respects Constitutional Rights and the privacy of our community, as well as in a manner pursuant to state and federal law.

Robots: A remotely controlled unmanned ground vehicle (Robot), which is used to enhance the safety of officers and the community.

- a) Description, quantity, capabilities, and purchase cost of current robots.
 - 1. Avatar III Tactical Robot: Cost \$30,000, Quantity 1. The Avatar III Tactical robot enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations. There is no longer a need to send personnel in before there has been a chance to assess the situation. The robot can navigate various terrain including stairs, grass, and clothing. It has two-way audio and video recording capabilities and is remotely operated.

- b) Purpose: This robot is used to gain visual and audio data in dangerous incidents, and deliver communication devices during high risk incidents. It can be used to open doors, disrupt packages, and safely clear buildings.

- c) Authorized use: The use of the robots shall only be authorized by a designated Incident Commander or the SWAT Commander, based on the specific circumstances of a given critical incident. Robots shall only be used by officers trained in their deployment and in a manner consistent with department policy and training.

- d) Expected life span: The robot has a life expectancy of 5 to 10 years.

- e) Fiscal impact: Annual maintenance cost and battery replacement costs are projected to be around \$500.
- f) Training: All operators will be trained during in-service SWAT training on unmanned ground vehicle operations.
- g) Legal procedure rules: Use is at the discretion of the Incident Commander or the SWAT Commander. The Turlock Police Department utilizes unmanned ground vehicles (Robots) for law enforcement purposes only and in a manner that respects the privacy of our community, pursuant to state and federal law.

Mobile Incident Command Post Vehicle (Mobile CP): Commercial vehicle outfitted with electronics and communication equipment which allow for communication with units in the field and supplement communications capabilities, hostage negotiations, equipment storage, and restroom facilities during extended events.

- a) Description, quantity, capabilities, and purchase of current CP Vehicle:
 - 1. 2009 GMC c5500 Commercial Vehicle: Cost \$250,000, Quantity 1. This vehicle is used as a mobile office command center by the Turlock Police Department and the Ceres Police Department that provides shelter, access to department computers, communication systems, and restroom facilities during extended events. The vehicle is marked with the words "Turlock/Ceres Command Post" on both sides of the exterior walls.
- b) Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, community event, or for crime scene management.
- c) Authorized use: The use of the Command Post vehicle shall only be authorized by a Watch Commander, a designated Incident Commander, or the SWAT Commander, based on the specific circumstances of a given critical incident or large event where the use of the command vehicle would aid law enforcement in services to the public.
- d) Expected life span: The Command Post vehicle has a life expectancy of approximately 15 years.
- e) Fiscal impact: Annual maintenance costs are projected to be approximately \$17,000.

- f) Training: All drivers/operators will be trained with in-service training on vehicle operation and practical driving instruction and must possess a license through the State of California.

- g) Legal procedure rules: Use is determined by the Watch Commander, Incident Commander, or the SWAT Commander. Each use is on a case by case basis, and is only used for official law enforcement purposes and in a manner pursuant to state law regarding the operation of motor vehicles.

Distraction devices, chemical agents, and pepper balls: Distraction devices are used to distract and disorient dangerous persons by utilizing brilliant light and loud report. Chemical agent canisters contain chemical agents that are released when deployed. Pepper balls are non-lethal projectiles that contain a chemical irritant.

a) Description, quantity, capabilities, and purchase cost of distraction devices.

1. Pepper Ball FTC Launchers: Cost \$600 each, Quantity 2. These launchers are powered by compressed air that are designed to deploy non-lethal Pepper Ball projectiles which contain a chemical irritant.
2. Pepper Ball LIVE projectile: Cost \$2 per projectile, Quantity 400. The basic Pepper Ball projectile contains 2% PAVA pepper powder and is designed for direct impact and area saturation, especially in confined interior spaces. The projectile is a non-lethal chemical irritant.
3. Combined Tactical Systems (CTS) 7290 Mini Distraction Device: Cost \$40 each, Quantity 32. These are non-bursting, non-fragmenting devices that produce a brilliant light and loud report. They are ideal for distracting dangerous suspects in high risk situations.
4. Combined Tactical Systems (CTS) 3330 37 mm Liquid OC: Cost \$18 each, Quantity 11. These rounds are filled with oleoresin capsicum (OC) that are used to penetrate intermediate barriers and deliver irritant agents into adjacent rooms. They are used to bring volatile and dangerous situations to a peaceful end by causing temporary discomfort to the suspect and gain compliance.
5. Combined Tactical Systems (CTS) 3230 37mm: Cost \$20, Quantity 5. These rounds are filled with a chemical agent irritant that are used to penetrate intermediate barrier and deliver irritant agents to adjacent rooms. They are used to bring volatile and dangerous situations to a peaceful end by causing temporary discomfort to the suspect and gain compliance.
6. Combined Tactical Systems (CTS) 3330 37mm Liquid CS: Cost \$18, Quantity 21. These rounds are filled with chemical agent irritant (CS) and are used to penetrate intermediate barriers and deliver irritant agents into adjacent rooms. They are used to bring volatile and

dangerous situations to a peaceful end by causing temporary discomfort to the suspect and gain compliance.

7. Combined Tactical Systems (CTS) 5230B Gas Canister: Cost \$50 each, Quantity 14. These are large diameter canisters that discharge a high volume of chemical agents that is delivered with the assistance of smoke through multiple ports located throughout the canister. This can be hand delivered or used with a launching system. They are used to bring volatile and dangerous situations to a peaceful end by causing temporary discomfort to the suspect and gain compliance.
 8. Combined Tactical Systems (CTS) 4330 40mm: Cost \$38 each, Quantity: 30. These rounds are filled with liquid oleoresin capsicum (OC) that are used to deliver irritant agents into structures or houses to bring volatile and dangerous situations to a peaceful end by causing temporary discomfort to the suspect and gain compliance.
 9. Combined Tactical Systems (CTS) 3340 37mm: Cost \$18, Quantity: 10. These rounds are filled with liquid oleoresin capsicum (OC) that are used to penetrate intermediate barriers and deliver irritant agents into adjacent rooms. They are used to bring volatile and dangerous situations to a peaceful end by causing temporary discomfort to the suspect and gain compliance.
 10. Combined Tactical Systems (CTS) 6210 White Smoke Canister: Cost \$45 each, Quantity 6. These canisters deliver white smoke used to obstruct tactical movement or positions during high risk operations and for signaling and marking a landing zone during air operations. These canisters are delivered by hand.
- b) Purpose: Distraction devices are used to disorient and disrupt the actions of a dangerous suspect during hostage rescues, high risk warrant operations, or other high-risk operations. They produce a brilliant white light along with a loud report which gives those officers a tactical advantage while the suspect is temporarily disoriented or distracted. Chemical agent canisters are designed to limit the escalation of conflict and improve officer safety in high risk situations. Situations for use of chemical agent systems may include but are not limited to:
1. Self-Destructive, dangerous, and/or combative suspects
 2. Riot/crowd control and civil unrest incidents
 3. Circumstances where a tactical advantage can be obtained
 4. Potentially vicious animals
 5. Training exercise and/or approved demonstrations
- c) Authorized use: The use of chemical agent munitions and delivers systems are authorized to be used only by officers who have been trained by POST certified less lethal and chemical agent

instructors. They can be used by officers trained in their deployment and in a manner consistent with department policy and training.

- d) Expected life span: Pepper Ball Launchers: 15 years, Pepper Ball projectiles: 2 years, Distraction Devices: 5 years, Chemical Agents: 5 years.
- e) Fiscal impact: There are no projected annual maintenance costs. Supply replacement costs are projected to be \$4,000.
- f) Training: The use of chemical agent munitions and delivery systems are authorized to be used only by officers who have been trained by POST certified less lethal and chemical agent instructors. The use of distraction devices is authorized to be used by officers of the SWAT team and who are trained in their deployment by POST certified instructors and in a manner consistent with department policy and training.
- g) Legal procedure rules: Use is established under Department Policy 300 (use of force) and policy 304 (control devices). It is the policy of the Turlock Police Department to utilize chemical agents, their delivery system, and distraction devices only for official law enforcement purposes and in a manner pursuant to state and federal law.

Projectile launch munitions and platforms: 40mm launchers are utilized by Department personnel to deploy less lethal foam baton rounds. 12-gauge launchers are used to deploy super-sock bean bag impact rounds. 37mm and 40mm launchers are utilized by Department personnel as a chemical agent delivers system.

- a) Description, quantity, capabilities, and purchase cost.
 1. Remington 870 less lethal launcher: Cost \$600 each, Quantity 7. The Remington 870 Less Lethal launcher is designed with high visibility bright orange stocks, foregrips, and barrel to distinctly identify them as only being used during less lethal situations. They are used to deploy less lethal super sock 2581 bean bag rounds to a distance of up to 60 feet. The range of the launching system helps maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
 2. 12-Gauge (CTS) Super-sock kinetic energy impact munition: Cost \$5 per munition, Quantity 225. These munitions are deployed from the Remington 870 less lethal launcher. The munition is a ballistic fiber bag filled with 40 grams of led shot at a velocity of approximately 290 feet per second. Upon impact, the ballistic fiber bag flattens out and impacts a larger area of approximately 40mm. These are considered impact weapons and provide accurate

and effective performance when fired from the approved distance of not less than 5 feet. Effectiveness depends on many variables such as distance, clothing, stature, intoxicants, and the area the projectile impacts.

3. Remington 870 Chemical Agent Launcher: Cost \$600, Quantity 1. The Remington 870 chemical agent launcher is equipped with a special cup capable of holding and deploying one CTS 5230 chemical agent canister. This is utilized to deploy chemical agents through immediate barriers from an extended distance. The chemical agent canister is propelled by the use of a blank 12-gauge round. The chemical agent launcher is distinctly marked with a blue barrel.
4. CTS Penn Arms 40mm single shot launcher, model GL1-40: Cost \$1,100, Quantity 1. The 40mm launcher deploys one 40mm less lethal impact munition. These are only authorized to be used by SWAT personnel.
5. CTS Penn Arms 40mm single shot launcher, model GL1-40-C: Cost \$1,700, Quantity 1. The 40mm launcher deploys one 40mm chemical agent munition. These are only authorized to be used by SWAT personnel.
6. CTS Penn Arms 37mm multi-launcher: Cost \$3,000, Quantity 1. The 37mm launcher has six chambers which holds one 37mm canister of chemical agent in each of the chambers and deploys one canister at a time. These are only authorized to be used by SWAT personnel.
7. Defense Technology 37mm single shot launcher: Cost \$1,000, Quantity 1. The 37mm launcher holds one 37mm canister of chemical agent and deploys one canister at a time. This is only authorized to be used by SWAT personnel.
8. CTS 40mm foam baton munition 4557: Cost \$35 each, Quantity 72. These munitions are 40mm launched, spin stabilized less lethal direct impact munitions. The munition has a 50-yard range and has a velocity of 240 to 260 feet per second. These are considered impact weapons, and provide accurate and effective performance when fired from the approved distance of not less than 5 yards. Effectiveness depends on many variables such as distance, clothing, stature, intoxicants, and the area the projectile impacts.
9. Defense Technology 40mm exact impact 6325 munition: Cost \$35, Quantity 25. These munitions are 40mm launched, spin stabilized less lethal direct impact munitions. The munition has a 40 yard range and has a velocity of 325 feet per second. These are considered impact weapons and provide accurate and effective performance when fired from the approved distance of not less than 5 feet. Effectiveness depends on many variables such as distance, clothing, stature, intoxicants, and the area the projectile impacts.

- b) Purpose: Less lethal munitions are designed to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of less lethal weapon systems may include but are not limited to:
1. Self-destructive, dangerous, and/or combative suspects
 2. Riot/crowd control and civil unrest
 3. Circumstances where a tactical advantage can be obtained
 4. Potentially vicious animals
 5. Training exercise and/or approved demonstrations
- c) Authorized use: The use of less lethal munition and delivery systems are authorized to be used only by officers who have been training by POST certified less lethal instructors. They can only be used by officers trained in their deployment and in a manner consistent with department policy and training.
- d) Expected life span: 12-gauge launchers: 25-30 years, Super Sock munitions: 5 years, 37mm and 40mm launchers: 20 years.
- e) Fiscal impact: Annual replacement/maintenance costs are projected to be approximately \$5,000.
- f) Training: The use of the less lethal munitions and launchers are authorized to be used only by officers who have been trained by POST certified less lethal instructors during in service training.
- g) Legal procedure rules: Use is established under Department Policy 300 (Use of Force) and policy 304 (Control Devices). It is the policy of the Turlock Police Department to utilize less lethal munitions and launchers only for official law enforcement purposes and in a manner pursuant to state and federal law.

Ballistic breaching munitions and platform: The ballistic breaching shotgun is used for gaining access to locked areas in an expeditious manner. The shotgun fires a munition that is filled with compressed zinc. The compressed zinc quickly disperses from its compact form once it has impacted a hard surface such as a door jam or locking mechanism.

- a) Description, quantity, capabilities, and purchase cost of ballistic breaching tools.

1. Remington 870 shotgun: Cost \$600, Quantity 2. The Remington 870 breaching shotgun is only used for breaching doors to gain quick entry to a confined area. This may be used during a hostage situation or on a heavily fortified door.
 2. Defense Technology TKO 12-gauge Breaching Round: Cost \$7 per round, Quantity 44. The Defense Technology breaching round is a shortened 12-gauge shotgun round used only for breaching doors. The round is made up of compressed zinc that defeats the locking mechanisms on doors.
- b) Purpose: Ballistic breaching is utilized to gain quick access to locked areas of a house or structure. The use of ballistic breaching minimizes the use for traditional mechanical breaching tools which can cause injuries to officers and places them in harm's way for a longer period of time. Ballistic breaching gives officers a faster response time to rescue hostages or captives held by suspects.
- c) Authorized use: The use of the ballistic breaching shotgun is only used by those who have been sent to and trained by a POST certified course. They can only be used by officer trained in their deployment and in a manner consistent with department policy and training.
- d) Expected life span: Remington 870 shotgun: 20-30 years. Defense Technology TKO Breaching Rounds: 5 years.
- e) Fiscal impact: There are no projected annual maintenance costs anticipated. Supply replacement costs are projected to be \$140.

Equipment Sought to Purchase in 2024:

Tactical unmanned ground vehicle (robot)

- a) Description, quantity, capabilities, and purchase cost.
1. Transend Robotics, Vantage Robot (or similarly equipped): Cost \$50,000 (Approx.), Quantity: 1. Tactical Robot capable of traversing stairs, deploying chemical agents, equipped with multiple cameras, and possessing a microphone and speaker. The robot would enhance the capabilities of the police department by allowing members to quickly and safely inspect dangerous situations from a safe distance. This would replace our antiquated robot that has had numerous operational issues for over a year.

- b) Purpose: This robot is used to gain visual and audio data in dangerous incidents, as well as deliver communication devices during high risk incidents. It can be used to open doors, disrupt packages, and safely clear buildings. The robot would be capable of delivering chemical agents in the area of a dangerous suspect without putting officers' lives in harm's way.
- c) Authorized use: The use of the robot shall only be authorized by a designated Incident Commander or the SWAT Commander, based on the specific circumstances of a given critical incident. The robot shall only be used by officers trained in their deployment and in a manner consistent with department policy and training.
- d) Expected life span: The life expectancy of the robot is approximately 5 to 10 years.
- e) Fiscal impact: Annual maintenance cost and battery replacement costs are projected to be around \$500
- f) Training: All operators will be trained during in-service SWAT training on unmanned ground vehicle operations.
- g) Legal procedure rules: Use is at the discretion of the Incident Commander or the SWAT Commander. The Turlock Police Department utilizes unmanned ground vehicles (Robots) for law enforcement purposes only and in a manner that respects the privacy of our community, pursuant to state and federal law.

Armored Rescue Vehicle

- a) Description, quantity, capabilities, and purchase cost for the Armored Rescue Vehicle.
 1. Lenco Bearcat Armored Rescue Vehicle: Cost \$225,000, Quantity 1. Ballistically armored rescue vehicle capable of carrying twelve police personnel, or ten civilians, with an open floorplan which allows for rescue operations of downed personnel. The ballistic capabilities provide greater safety to citizens and officers beyond the protection of ballistic shield or body armor.
 2. Purpose: Armored Rescue Vehicles are to be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

3. Authorized use: The use of the Armored Rescue Vehicle shall only be authorized by a Watch Commander, a designated Incident Commander, or the SWAT Commander, based on the specific circumstances of a given critical incident. The Armored Rescue Vehicle shall only be used by officers trained in their deployment and in a manner consistent with department policy and training.
4. Expected life span: The life expectancy of the Armored Rescue Vehicle is approximately 20 years.
5. Fiscal Impact: Initial purchase price, tax, and shipping are expected to be approximately \$225,000. Annual maintenance costs are projected to be \$7,000.
6. Training: All drivers/operators will be trained with in-service training on vehicle operations and practical driving instruction.

Unmanned Aerial Vehicle (UAV)

a) Description, quantity, capabilities, and purchase cost of Unmanned Aerial Vehicle.

1. DJI Enterprise Matrice M30T Unmanned Aerial Vehicle: Cost \$17,500, Quantity 1. These are authorized for use only by those who have completed FAA training and continue with in-service training. They have an approximate flight time of 40 minutes.
2. DJI Avata Unmanned Aerial Vehicle: Cost \$2,400. Quantity 1. These are authorized for use only by those who have completed FAA training and continue with in-service training. They have an approximate flight time of 18 minutes.
3. DJI Mavic 3: Cost \$4,800. Quantity 3. These are authorized for use only by those who have completed FAA training and continue with in-service training. They have an approximate flight time of 40 minutes.

b) Purpose: UAV's are to be deployed when its use would assist officers or Incident Commanders with the following situations, which include but not limited to:

1. Major collision investigations
2. Search for missing persons
3. Search and rescue missions
4. Crowd control situations
5. Perimeter searches and security
6. Natural disaster management
7. Crime scene investigations and photography

8. SWAT, tactical, and other public safety and life preservation missions
- c) Authorized use: Only authorized operators set forth in Department Policy 606 shall be permitted to operate any UAV and only during approved missions.
 - d) Expected life span: All UAV equipment has an expected life span of 1-3 years.
 - e) Fiscal impact: Annual maintenance and battery replacement cost is projected to be approximately \$5,000.
 - f) Training: All UAV operators must obtain from the FAA Part 107 certification, go through in-service training on UAV systems and operations as well as adhere to Department Policy 606.
 - g) Legal procedures rules: Use is established under Department Policy 606 and in accordance with FAA certification. It is the policy of the Turlock Police Department to utilize UAV's only for official law enforcement purposes and in a manner that respects Constitutional Rights, the privacy of our community, and in a manner pursuant to state and federal law.

Equipment Usage in 2023:

This section outlines the military equipment usage for 2023. Certain items of military equipment, particularly consumables (munitions, distraction devices, pepper balls, chemical agents, etc.), are used throughout the year on a regular basis for training in order to maintain proficiency. Training usage is not captured in this section. This section only provides data for the operational use of military equipment listed within this annual equipment report.

Unmanned Aerial Vehicle deployments

The Turlock PD Unmanned Aerial Systems unit deployed designated equipment during 77 operational incidents during 2023. During some incidents more than one UAV of was deployed to maintain overlapping and/or continuous coverage.

- (23) Arrest/Search Warrant
- (1) Disaster Management
- (2) Enhance Situational Awareness
- (6) Forensic Crime Scene
- (38) Perimeter Search and Security
- (4) Special Event

- (2) Traffic Collision
- (1) Emergency Response

SWAT deployments where military equipment was used

- (13) Operations which included emergency callouts and pre-planned events where our command vehicle was also deployed. During one of the emergency callouts, Pepper ball projectiles were used on a male who locked himself in a motel room after making threats that he had a bomb. Officers executed a pre-planned search warrant for an illegal marijuana grow, during which one distraction device was deployed.
- (1) Dignitary protection detail.
- (1) Security detail for community event.

Other military equipment used in 2023

- Our command post was deployed during the Stanislaus County Fair (July 7-16)

Complaints regarding use of Military Equipment:

The Turlock Police Department is dedicated to providing the best service possible to our community. We take pride in keeping members of our community safe and making sure Turlock remains a safe place to live and visit. During some incidents it becomes necessary to use force (which may include military equipment) against violent combative suspects in order to maintain their safety, the safety of the public, and officer safety. The Turlock Police Department is dedicated to investigating complaints regarding the use of our military equipment and will conduct these investigations in a fair, impartial, and expeditious manner.

- There were no complaints/investigations regarding the use of military equipment in 2023.

Conclusion:

The Annual Military Equipment Report reflects the transparency the Turlock Police Department is committed to providing to our community and elected officials. The equipment, resources, and training outlined in this report allow the Department to better serve, protect, and enhance the safety of the public and our officers, enabling a critical incident to be brought to a peaceful and safe resolution.

Equipment Name:	12 Gauge Breaching Rounds
Quantity on Hand:	50 to be had on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Tactical Door Breaching
Manufacturer Product Description:	12-gauge frangible slug to disrupt locking mechanisms and hinges, defeat and breach external and internal doors.
Purpose/Authorized Uses:	To gain quick access through doorways during critical events.
Fiscal Impacts (Initial/Annual):	Approximately \$300 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use, as well as internal Turlock Police policies on use of equipment.
Training Required:	Tactical Breaching School
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	Armored Rescue Vehicle
Quantity on Hand:	1 Sought
Lifespan:	Approximately 15 Years
Equipment Capabilities	Provide ballistic protection during critical events to officers and civilians, and contains breaching ram capable of inserting chemical irritants to gain compliance on hostile suspects.
Manufacturer Product Description:	Lenco BearCat Armored Vehicle
Purpose/Authorized Uses:	To protect life during high risk situations.
Fiscal Impacts (Initial/Annual):	Approximately \$250,000/Estimated annual cost is \$7,000.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use as well as internal Turlock Police policies on use of equipment.
Training Required:	Ongoing In-Service Training
Other Notes:	Allied agencies with similar armored and outfitted vehicles are authorized for use in the City of Turlock for the above stated purposes.
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	CS Grenades
Quantity on Hand:	50 to be had on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
Manufacturer Product Description:	CTS 5230B
Purpose/Authorized Uses:	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations.
Fiscal Impacts (Initial/Annual):	Approximately \$2,500 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	37 mm CS Liquid Barricade
Quantity on Hand:	50 to be had on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.
Manufacturer Product Description:	Model 3330
Purpose/Authorized Uses:	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations.
Fiscal Impacts (Initial/Annual):	Approximately \$1500 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	37mm CS Short Range Pyro
Quantity on Hand:	10 to be had on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	A short range CS cartridge delivering a single munition. Used outdoors, it will disperse crowds, deny areas and prevent violence.
Manufacturer Product Description:	Model 3230
Purpose/Authorized Uses:	Used outdoors, it will disperse crowds, deny access to areas, and prevent violence.
Fiscal Impacts (Initial/Annual):	Approximately \$200 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	37mm OC Liquid
Quantity on Hand:	15 to be had on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Liquid OC filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.
Manufacturer Product Description:	Model 3340
Purpose/Authorized Uses:	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations.
Fiscal Impacts (Initial/Annual):	Approximately \$450 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	Mini Flashbang Steel Body
Quantity on Hand:	70 to be had on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Produces a distraction by way of a loud noise and bright flash.
Manufacturer Product Description:	The 7290 produces a 175db and 6-8 million candela of light output. CTS 7290M
Purpose/Authorized Uses:	To create a distraction in order to safely secure suspects or rescue hostages during dangerous situations.
Fiscal Impacts (Initial/Annual):	Approximately \$2,800 for full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal. and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to diversion device instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	Unmanned Wheel or Track Driven Ground Remote Robot
Quantity on Hand:	1 Owned/3 Sought
Lifespan:	10 Years
Equipment Capabilities	Enhances the capabilities of the police department by allowing members to quickly and safely inspect dangerous situations. There is no longer a need to send personnel in before they have had a chance to assess the situation.
Manufacturer Product Description:	Unmanned Ground Vehicle (UGV) platform which provides significant increases in mobility and offers payload capacity with the ability to monitor situations with sensors, communication, and delivery of mission specific items.
Purpose/Authorized Uses:	To gain situational awareness during critical and dangerous situations without risking the lives of officers and escalating the situation.
Fiscal Impacts (Initial/Annual):	Approximately \$45,000/\$500 a year for maintenance.
Legal/Procedural Rules Governing Use:	All applicable state, Federal and local laws governing equipment use as well as internal Turlock Police policies on use of equipment.
Training Required:	Provided by vendor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	Command Vehicle
Quantity on Hand:	1
Lifespan:	15 Years
Equipment Capabilities	Commercial vehicle outfitted with electronics and communication equipment which allow for communication with units in the field, supplemental dispatch capabilities, and equipment storage.
Manufacturer Product Description:	2009 Commercial Vehicle GMC c5550
Purpose/Authorized Uses:	Mobile Command Vehicle utilized for setting up a command post for critical incidents.
Fiscal Impacts (Initial/Annual):	Initial \$250,000/Annually \$17,000 a year.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use as well as internal Turlock Police policies on use of equipment.
Training Required:	None
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	Pepperballs
Quantity on Hand:	1000 to be on hand at any given time.
Lifespan:	3 Years
Equipment Capabilities	Provides temporary incapacitation with pava pepper powder.
Manufacturer Product Description:	Hard plastic frangible sphere that is designed to burst upon impact.
Purpose/Authorized Uses:	Gain compliance of non-compliant subject/crowd control.
Fiscal Impacts (Initial/Annual):	\$5,000 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	Internal proficiency training by a certified instructor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Process

Equipment Name:	37mm Liquid OC
Quantity on Hand:	15 on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Liquid OC filled projectile that penetrates intermediate barriers and delivers irritant agents into an adjacent room.
Manufacturer Product Description:	Model 3330
Purpose/Authorized Uses:	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations.
Fiscal Impacts (Initial/Annual):	Approximately \$450 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	40mm CTS Liquid OC
Quantity on Hand:	50 on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Liquid OC filled projectile that penetrates intermediate barriers and delivers irritant agents into an adjacent room.
Manufacturer Product Description:	Model 4330
Purpose/Authorized Uses:	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations.
Fiscal Impacts (Initial/Annual):	Approximately \$2,000 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	37mm CTS Liquid OC
Quantity on Hand:	50 on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Liquid OC filled projectile that penetrates intermediate barriers and delivers irritant agents into an adjacent room.
Manufacturer Product Description:	Model 3340
Purpose/Authorized Uses:	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations.
Fiscal Impacts (Initial/Annual):	Approximately \$2,000 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	CTS 4557 40mm Foam Baton
Quantity on Hand:	100 to be on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Momentary incapacitate violent, non-compliant subjects.
Manufacturer Product Description:	Spin-Stabilized Projectile Model CTS 4557
Purpose/Authorized Uses:	Momentary incapacitate violent, non-compliant subjects.
Fiscal Impacts (Initial/Annual):	\$3,500 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	Internal proficiency training by a certified less lethal instructor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Process

Equipment Name:	CTS 6325 40mm Foam Baton
Quantity on Hand:	100 to be on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Momentary incapacitate violent, non-compliant subjects.
Manufacturer Product Description:	Spin-Stabilized Projectile Model CTS 6325
Purpose/Authorized Uses:	Momentary incapacitate violent, non-compliant subjects.
Fiscal Impacts (Initial/Annual):	\$3,500 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal. and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	Internal proficiency training by a certified less lethal instructor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Process

Equipment Name:	CTS SuperSock 2581
Quantity on Hand:	1,500 to be on hand at any given time.
Lifespan:	5 Years
Equipment Capabilities	Momentary incapacitate violent, non-compliant subjects.
Manufacturer Product Description:	Less-lethal Kinetic Impact Munition
Purpose/Authorized Uses:	Momentary incapacitate violent, non-compliant subjects.
Fiscal Impacts (Initial/Annual):	\$7,500 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	Internal proficiency training by a certified less lethal instructor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Process

Equipment Name:	CTS Penn Arms 40mm Launcher
Quantity on Hand:	1 owned/5 sought to be on hand at any given time.
Lifespan:	20 Years
Equipment Capabilities	Launches 40mm chemical agents.
Manufacturer Product Description:	Model GL1-40-C Single Shot Launcher
Purpose/Authorized Uses:	Momentary incapacitate violent, non-compliant subjects.
Fiscal Impacts (Initial/Annual):	\$1,700
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	Internal proficiency by a certified instructor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Process

Equipment Name:	Remington 870 Chemical Agents Launcher
Quantity on Hand:	3 to be on hand at any given time.
Lifespan:	20 Years
Equipment Capabilities	Launches 5230B chemical agent cannister.
Manufacturer Product Description:	Pump Action 12-Gauge
Purpose/Authorized Uses:	Delivery of chemical agents.
Fiscal Impacts (Initial/Annual):	\$2000 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	Internal proficiency by a certified instructor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Process

Equipment Name:	Unmanned Remotely Controlled Aerial Drone
Quantity on Hand:	5 Owned/11 Total Sought
Lifespan:	2-3 Years
Equipment Capabilities	Unmanned aerial drone capable of hovering above locations or within structures with video capabilities, including thermal imaging, which can be transmitted to a separate viewing location.
Manufacturer Product Description:	Remote controlled aerial drone with multi-positioned camera, with or without thermal imaging capability. Programable altitude for sustained and steady flight.
Purpose/Authorized Uses:	To enhance the department's mission of protecting lives and property. Uses may include, but are not limited to search and rescue, suspect apprehension, crime scene documentation, tactical operations, hazard monitoring, crisis communications, and authorized surveillance.
Fiscal Impacts (Initial/Annual):	Initial \$40,000/Annual \$15,000 for program maintenance.
Legal/Procedural Rules Governing Use:	Applicable FFA code, including all state and federal laws governing the use of drones, as well as internal department policy and Standard Operating Procedures.
Training Required:	All pilots must possess a 14 CFR Part 107 license per department policy.
Other Notes:	Outside agencies with similar equipment and capabilities are authorized for use in the City of Turlock for the above stated purposes.
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	CTS Penn Arms 37mm Launcher
Quantity on Hand:	1 owned/5 sought to be on hand at any given time.
Lifespan:	20 Years
Equipment Capabilities	Launches 37mm liquid OC or CS projectiles.
Manufacturer Product Description:	L8-37mm Six Chambers
Purpose/Authorized Uses:	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations.
Fiscal Impacts (Initial/Annual):	\$15,000 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	Defense Technology
Quantity on Hand:	1 owned/5 sought to be on hand at any given time.
Lifespan:	20 Years
Equipment Capabilities	Launches 37mm liquid OC or CS projectiles.
Manufacturer Product Description:	D15221 Single Shot
Purpose/Authorized Uses:	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations.
Fiscal Impacts (Initial/Annual):	\$6,000 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	CTS Penn Arms 40mm Launcher
Quantity on Hand:	1 owned/10 sought to be on hand at any given time.
Lifespan:	20 Years
Equipment Capabilities	Launches 40mm foam kinetic energy projectiles.
Manufacturer Product Description:	A 40mm single-shot break-open frame launcher with a rifled barrel, fixed stock and combo rail.
Purpose/Authorized Uses:	To momentarily incapacitate violent, non-compliant subjects.
Fiscal Impacts (Initial/Annual):	\$10,000 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	Internal proficiency training by a certified less lethal instructor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Policy Process

Equipment Name:	Pepperball Launcher
Quantity on Hand:	2 owned/5 sought to be on hand at any given time.
Lifespan:	8 Years
Equipment Capabilities	Launches Pepperballs
Manufacturer Product Description:	Handheld, compressed air powered launcher.
Purpose/Authorized Uses:	Gain compliance of non-compliant subject/crowd control.
Fiscal Impacts (Initial/Annual):	\$2,500 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	Internal proficiency training by a certified instructor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Process

Equipment Name:	Remington 870 Bean Bag Launcher
Quantity on Hand:	7 owned/10 sought to be on hand at any given time.
Lifespan:	20 Years
Equipment Capabilities	Launches less lethal bean bag rounds.
Manufacturer Product Description:	Pump Action 12-gauge
Purpose/Authorized Uses:	Less lethal kinetic energy projectile launcher.
Fiscal Impacts (Initial/Annual):	\$3,000 for a full stock.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies.
Training Required:	Internal proficiency training by a certified instructor.
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Process

Equipment Name:	Avatar Tactical Robot
Quantity on Hand:	1
Lifespan:	10 Years
Equipment Capabilities	Enhances the capabilities of the police department by allowing members to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before they have had a chance to assess the situation.
Manufacturer Product Description:	The AVATAR III Robot
Purpose/Authorized Uses:	To gain situational awareness during critical and dangerous situations without risking the lives of officers and escalating the situation.
Fiscal Impacts (Initial/Annual):	Approximately \$30,000/\$500 a year for maintenance.
Legal/Procedural Rules Governing Use:	All applicable state, federal, and local laws governing equipment use, as well as internal applicable Turlock Police policies.
Training Required:	Provided by Vendor
Other Notes:	
Complaint Process:	Turlock Personnel Complaint Process

City Council Staff Report

March 12, 2024



From: Gary R. Hampton, Interim Development Services Director

Prepared by: Adrienne Werner, Planning Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a one-time extension for five (5) years of the Master Lease and Regulatory Agreement with United Samaritans Foundation for the property located at 207 and 209 3rd Street and 224,226,228,230, 232, and 234 A Street, Turlock, Stanislaus County Assessor's Parcel Number 043-049-049.

2. SYNOPSIS:

Approving a one-time extension for five (5) years of the Master Lease and Regulatory Agreement with United Samaritans Foundation for the property located at 207 and 209 3rd Street and 224,226,228,230, 232, and 234 A Street, Turlock, Stanislaus County Assessor's Parcel Number 043-049-049 as outlined in Attachment A and B, respectively.

3. DISCUSSION OF ISSUE:

The property at 207 and 209 3rd Street and 224, 226, 230, 232, and 234 A Street was acquired in July 2016 with HOME funds.

Because the property was purchased and rehabilitated with HOME funds there are affordability requirements and restrictions. The restrictions include HOME rent limits and tenant income limits.

In November 2017, Council appropriated HOME funds for the rehabilitation of the eight units on the property. Rehabilitation of the units was completed in January 2019.

In December 2018, Council approved the issuance of an RFP to seek proposals from local nonprofit organizations to enter into a master lease for the newly renovated property at 207 and 209 3rd Street and 224, 226, 230, 232, and 234 A Street.

Applicants had to demonstrate they were California Non-Profit Organization (IRS 501(c)3 corporation), demonstrate the ability to properly manage and maintain the units, demonstrate financial capacity, provide proof of startup funds, and meeting a critical community housing need. The City received proposals from Haven Women's Center, Turlock Gospel Mission, and United Samaritan Foundation (USF). The areas the community panel scored the accepted proposals on is listed below:

1. Nonprofit organizational and financial documentation
2. Narrative proposal
3. Implementation plan
4. Project budget
5. Affordability/client served
6. Management experience.

Agency presentations focused on the applicant's experience in carrying out the activity or other projects; could the agency show sufficient capacity to fiscally start-up the project; does the proposed budget appear reasonable for the program and services provided; does the agency or management company appear to have the capacity or experience? Based on the scoring, the community panel recommended awarding the lease to USF. Council approved the 5-year Master Lease and Regulatory Agreement on March 26, 2019.

In October 2023 the City received USF's letter requesting to extend the current lease for an additional five years.

The Master Lease and Regulatory Agreement outline USF's and the City's responsibilities. USF retains the rental income, is responsible for maintenance, utilities, and taxes in what is considered a triple net lease. USF must maintain a maintenance reserve and is monitored by City staff.

The property has eight (8) housing units on site. Two of the units are designated to assist individuals of Very Low Income, 50% or less of AMI and six (6) units designated to assist individuals of Low Income, 60% or less of AMI.

Since the execution of the contract, USF has kept all eight (8) units rented. Since 2019, when the rehabilitation was completed, USF welcomed back two (2) existing tenants who still occupy their respective apartments. The remaining six (6) units have also been successfully rented. In all, housing was provided for 14 individuals who otherwise may not have qualified for market-rate rental housing.

Currently, four (4) units are rented to low-income senior citizens, three (3) units are rented to very low-income individuals, and one (1) unit rented to a low-income family.

The revenue, after expenses, has been used to expand USF's capacity to serve Stanislaus County residents. In 2018, USF began providing meals and food boxes to seniors in Turlock. USF provides approximately 6,000 meals a month to residents in the Turlock area.

City of Turlock staff met with USF and a representative from the property management company in August 2023 to conduct monitoring of the property. Staff continues to provide technical assistance to USF and the property management staff to ensure compliance with monitoring requirements. Inspection of the interior and exterior of the units found that the property overall is well maintained.

4. BASIS FOR RECOMMENDATION:

City Council approval is required to approve the one-time extension of the five-year lease for USF to lease the property that will allow USF and the City of Turlock to provide affordable housing to low income eligible applicants and maintain the affordable housing stock in Turlock.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No budget amendment or appropriation is necessary. No General Fund dollars are needed or proposed to be used for the extension of the Master Lease. Under the terms of the Master Lease, United Samaritans will lease the property from the City for \$1.00 per year. The City pays the \$580 annual cost for property insurance from the Successor Agency account 625-10-199.47310.

6. STAFF RECOMMENDATION:

Recommend Approval

7. CITY MANAGER'S COMMENTS:

Recommend Approval

8. ENVIRONMENTAL DETERMINATION:

The extension of the Master Lease is a categorically excluded activity/project and converts to Exempt per 24 CFR 58.34(a)(12). The extension of the Master Lease does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license.

9. ALTERNATIVES:

City Council can choose not to extend the lease for an additional five years. This alternative is not advised because USF has successfully managed the property in accordance with the agreement and there is no alternative for management of the property in place at this time.

10. ATTACHMENTS:

- A. Amendment 1
- B. Master Lease Agreement
- C. Regulatory Agreement



**AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
UNITED SAMARITANS FOUNDATION**

THIS AMENDMENT NO. 1, dated March 12th 2024, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY or LANDLORD") and **UNITED SAMARITANS FOUNDATION**, a California 501(c)(3) (hereinafter "TENANT"). City and Tenant are hereafter collectively referred to as the "PARTIES."

WHEREAS, the parties hereto previously entered into a Master Lease Agreement dated March 26, 2019, whereby TENANT desires to lease property from the CITY (hereinafter the "Agreement"); and

WHEREAS, Tenant has submitted a written request to extend the agreement for a term of five years; and

WHEREAS, the Agreement expires March 31, 2024; and

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

1. Paragraph 2.1 of the Agreement is amended to read as follows:

Term. The term of this Lease (the "**Term**") commences the Effective Date and expires on March 31, 2029. The expiration or sooner termination of the Term shall be referred to as "**Lease Termination**."

2. Paragraph 13.5.3 of the Agreement is amended to read as follows:

Notices. Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered mail or certified United States mail, postage prepaid, addressed as set forth below, or to such other address as a Party may designate in writing for the purpose of receiving notices:

to Landlord at: City of Turlock
156 S. Broadway Ste. 140
Turlock, CA 95380
Attn: Housing Program Manager
Phone: (209) 668-5610
Fax: (209) 668-5610

to Tenant at: United Samaritans Foundation
220 S. Broadway
Turlock, CA 95380
Attn: Executive Director
(209) 668-4853
Fax: (209) 668-4854

Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this Section 13.5.3.

3. **CITY CONTRACT ADMINISTRATOR:** The City’s contract administrator and contact person for this Agreement is:

Gary R. Hampton, Interim Development Services Director
Development Services
156 S. Broadway, Suite 120
Turlock, California 95380
Telephone: (209) 668-5610
E-mail: ghampton@turlock.ca.us

4. 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

UNITED SAMARITAN'S FOUNDATION

By: _____
Reagan M. Wilson, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Gary R. Hampton, Interim Development Services Director

Date: _____

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

MASTER LEASE AGREEMENT

by and between

THE CITY OF TURLOCK

and

UNITED SAMARITANS FOUNDATION

THIS MASTER LEASE (this "**Lease**"), dated as of March 26, 2019 (the "**Effective Date**"), is entered into by and between the City of Turlock (the "**City**" or "**Landlord**") and the United Samaritans Foundation, a California 501(c)(3) non-profit corporation ("**Tenant**"). City and Tenant are hereafter collectively referred to as the "**Parties**."

RECITALS

A. The City is the owner in fee title to the real property located at 207 and 209 3rd Street and 224, 226, 228, 230, 232 and 234 A Street, known as Assessor's Parcel Number 043-049-049-000, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").

B. The Property was purchased using monies ("**HOME Funds**") from the HOME Investment Partnerships Program (the "**Program**") and is improved with eight (8) housing units, one at each address (each, an "**Assisted Unit**").

C. The City desires to lease the Property to the Tenant, and the Tenant desires to lease the Property from the City to provide affordable housing for eligible members of the public.

D. Tenant agrees that at all times its acts regarding the Assisted Units shall be in conformity with all provisions of the Program, including the statutes, the HOME Regulations and such policies and procedures of City, and the Department of Housing and Urban Development ("**HUD**") pertaining thereto. Tenant acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling Tenant to fully comply with such provisions.

E. The Program is governed by 24 CFR Part 92. With respect to the Program, Tenant agrees to comply with all requirements and obligations as described in 24 CFR Part 92, as well as all provisions governing the use of HOME Funds. Tenant further agrees to comply with the directives of City as necessary to ensure compliance with the obligations of City as set forth in its agreements with HUD regarding the use of HOME Funds.

F. Concurrently with the execution of this Lease, Tenant shall execute a regulatory agreement (the "**Regulatory Agreement**"), pursuant to which Tenant shall restrict two (2) Assisted Units to Very-Low Income households and six (6) Assisted Units to Low-Income households.

G. The City has determined that the Lease is in the best interest of the health and welfare of the citizens of the City, and that the Property constitutes a valuable community resource by providing decent, safe, and sanitary housing to persons and families of low or very-low income that otherwise would be unable to afford such housing.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE I

DEMISE OF PROPERTY

1.1 Definitions. For purposes of this Lease, the following terms have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Lease.

- (a) "**Area Median Income**" means the median income applicable to the City, as published from time to time by the United States Department of Housing and Urban Development ("HUD")
- (b) "**Applicable Laws**" is defined in Section 6.7.
- (c) "**Assisted Unit**" is defined in Recital B.
- (b) "**Rent**" is defined in Section 3.3.
- (c) "**Claims**" is defined in Section 4.2.
- (d) "**Force Majeure**" is defined in Section 13.1.
- (e) "**Hazardous Materials**" is defined in Section 7.4.1.
- (f) "**Hazardous Materials Claims**" is defined in Section 7.1.
- (g) "**Hazardous Materials Laws**" is defined in Section 7.4.2.
- (h) "**Impositions**" is defined in Section 4.1.
- (i) "**Improvements**" is defined in Section 5.1.

- (j) **"Indemnitees"** is defined in Section 4.2.
- (k) **"Lease Termination"** is defined in Section 2.1.
- (l) **"Low-Income"** means an income of sixty percent (60%) of Area Median Income or less.
- (m) **"Property"** is defined in Exhibit A.
- (n) **"Term"** is defined in Section 2.1.
- (o) **"Very Low-Income"** means an income of fifty percent (50%) of Area Median Income or less.

1.2. Creation of Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property for the Term (as defined in Section 2.1 below) on the terms and conditions set forth in this Lease.

1.3. Condition of Title. Landlord leases the Property to Tenant subject to all easements, covenants, conditions, restrictions and other title matters of record existing as of the Effective Date, and all matters that would be apparent from an inspection of the Property on the Effective Date.

1.4. Condition of Property. The Tenant will lease the Property in its "AS IS" condition as such condition exists as of the Commencement Date. The Tenant acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Property or the fitness or suitability thereof for the Tenant's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Property shall affect the rights of the Tenant or the City hereunder. The Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the Property. The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Property, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Tenant further acknowledges that the City has made available all data and information on the Property available to the Tenant, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Lease.

1.5. Incorporation of Recitals. The Parties hereby acknowledge the truth of the Recitals set forth above, and such Recitals are hereby incorporated into this Lease.

ARTICLE II

TERM OF LEASE

2.1 Term. The term of this Lease (the “**Term**”) commences the Effective Date and expires on March 31, 2024. The expiration or sooner termination of the Term shall be referred to as “**Lease Termination**.”

2.2 Option to Extend Term. Tenant has one (1) option to extend the Term for an additional five (5) years (the “**Option**”) upon the same terms and conditions set forth herein. Tenant shall exercise the Option by delivering written notice of exercise to Landlord by no later than ninety (90) days prior to the expiration of the Term. Landlord has the sole right to approve or deny the option to extend this Lease.

2.3 Surrender. Upon the expiration or earlier termination of this Lease, or upon the exercise by Landlord of Landlord’s right to reenter the Property without terminating this Lease, Tenant shall surrender the Property in good condition and repair except for (a) ordinary wear and tear and (b) casualty covered by Article IX and Section 13.1.

ARTICLE III

RENT; MONETARY OBLIGATIONS

3.1 Rent. Commencing on the Effective Date and continuing annually thereafter on April 1 of each year, Tenant shall pay to Landlord as rent for the Property, the sum of One Dollar (\$1.00) per year (“**Base Rent**”). All Base Rent should be paid to the Landlord in lawful money of the United States at the place to which notices are to be delivered pursuant to Section 13.5.3, unless Landlord designates a different address in writing to the Tenant. If the Term is extended in accordance with Section 2.2, the Parties shall enter into an amendment to this Lease in order to establish Base Rent for lease of the Property during such extended Term.

3.2 Additional Rent. Tenant also agrees to pay as rent all sums, including but not limited to, Impositions (as defined in Section 4.1), and all other costs, expenses, and other payments which Tenant in any of the provisions of this Lease assumes or agrees to pay (collectively, “**Additional Rent**”). If Tenant fails to pay timely any Additional Rent, Landlord has (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law in the case of non-payment of rent, subject to the terms and conditions of this Lease.

3.3 Definition of Rent. The Base Rent payable pursuant to Section 3.1 and Additional Rent payable pursuant to Section 3.2 shall be collectively referred to as “**Rent**” under this Lease.

3.4 Triple Net Lease. This is a triple net lease to the City. It is the intent of the Parties that the Rent shall be an absolutely net return to the City and that the Tenant

shall pay all costs and expenses relating to the Property of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Property; real property taxes; rent taxes; gross receipt taxes (whether assessed against the City or assessed against the Tenant and collected by the City, or both); water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Property.

ARTICLE IV

TAXES, ASSESSMENTS AND OTHER CHARGES

4.1 Impositions. Throughout the Term, the Tenant shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Property or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Property or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by the Tenant from subtenants or licensees, if any, (c) any use or occupancy of the Property or part thereof, or (d) this transaction or any document to which the Tenant is a party creating or transferring an estate or interest in the Property or part thereof. All of the foregoing are hereinafter referred to as "**Impositions.**"

4.1.1 Installments. If by law any Imposition is payable, or may at the option of the taxpayer be paid in installments (whether or not interest accrues on the unpaid balance of such Imposition), the Tenant may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine or penalty may be added thereto for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term of this Lease will be prorated between the Tenant and the Landlord.

4.1.2 Evidence of Payment. Upon request by the Landlord, the Tenant shall furnish, in a form satisfactory to the Landlord, evidence of payment prior to delinquency of all Impositions payable by the Tenant.

4.2 Tenant Right to Contest. The Tenant has the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate

legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending the Tenant's covenant to pay any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws and otherwise in a manner that does not subject the Landlord's title to the Property to foreclosure or forfeiture. The Tenant shall indemnify, defend, and hold the Landlord and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "Indemnitees") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "Claims") arising as a result of or in connection with any such contest brought by the Tenant. During any contest of an Imposition, the Tenant shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the Landlord's title, reversion or other interest in the Property. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 4.2, the Tenant shall immediately pay such Imposition and all costs and expenses relating to such challenge.

4.3 Tenant Duty to File. The Tenant shall have the duty of making or filing any declaration, statement or report which may be necessary or advisable in connection with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by the Tenant under the provisions of this Article IV, and shall notify the Landlord in writing upon making such filing, declaration, statement or report, and the Landlord shall not be responsible for the contents of any such declaration, statement or report; provided however, the Landlord shall cooperate with the Tenant in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law, all at no cost to the Landlord.

ARTICLE V

ALTERATIONS AND NEW CONSTRUCTION

5.1 Changes and Alterations. During the Term of this Lease, the Tenant shall not make any alteration or addition to the Property (collectively, the "Improvements") that would materially alter the function or exterior appearance of the Property without the prior written consent of the Landlord. All alterations and additions shall be made at the sole cost and expense of the Tenant and shall comply with all of the following:

- (a) The change or alteration shall not materially impair the value or structural integrity of the Improvements.
- (b) The change or alteration shall be for a use which is permitted hereunder.

(c) No change, alteration or addition shall be undertaken until Tenant shall have obtained and paid for, so far as the same may be required from time to time, all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction.

(d) Any change, alteration or addition shall be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(e) During the period of initial construction of the Improvements or the construction of any change, alteration or addition in, to or of, the Improvements, new construction or any restoration, Tenant shall comply with the insurance requirements set forth in Article VIII, which policy or policies by endorsement thereto, if not then covered, shall also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Improvements or the Property

(f) Prior to commencement of any construction, change, alteration or repair Tenant shall deliver to City not later than ten (10) business days written notice of the proposed work and a general description of the proposed work. Such work shall not proceed until Landlord has approved (which approval shall not be unreasonably withheld or delayed) in writing:

- (i) Tenant's contractor;
- (ii) The amount and coverage of public liability and property damage insurance, with Landlord named as an additional insured, carried by the Tenant's contractor;
- (iii) Complete and detailed plans and specifications for such work, and;
- (iv) A schedule for the work.

5.2 No Right to Demolish. Notwithstanding any other provisions of this Article V, Tenant shall have no right to demolish any Improvement, once built, without prior written consent of City.

5.3 Fixtures. Tenant shall have the right to place and install personal property, such as trade fixtures, equipment and other temporary installments in and upon the Property. Tenant shall have the right to remove all personal property during the term of this Lease provided that all damage to the Property caused by such removal is repaired by the Tenant at the Tenant's expense.

5.4 Indemnity. Tenant agrees to indemnify, defend and hold Landlord harmless for any work performed, including consequential damages, which is not performed in accordance with applicable law or the provisions of this Lease.

ARTICLE VI

USE OF THE PROPERTY; UTILITIES; MAINTENANCE; COMPLIANCE WITH LAWS

6.1 Use of Property

6.1.1 Permitted Uses. Tenant shall rent each of the Assisted Units at an affordable housing rent, as set forth in the Regulatory Agreement. No fewer than two Assisted Units must be rented to Very Low-Income Households, and up to six units may be rented to Low-Income Households. Tenant acknowledges and agrees that the success of this Property to reach the goals of this Lease is dependent upon Tenant using good faith discretion in the subleasing of the Property to the subtenants. Tenant shall obtain and keep in effect all licenses and entitlements required for this use of the Property and shall comply with all terms and conditions of said licenses and entitlements.

6.1.2 Rents. For all Assisted Units that are set aside for Low-Income Households, rents to an Eligible Household shall not exceed High HOME Rents less a utility allowance. For Assisted Units that are set-aside for Very Low-Income Households, HOME rents shall not exceed Low HOME Rents less a utility allowance. The rental agreement and grievance procedures shall be in accordance with California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 19, Section 8307 and the Regulatory Agreement.

6.1.3 Increase in Income. Any household certified as an Eligible Household upon occupancy but whose income increases above the eligibility level must pay as rent the lesser of the amount payable by the tenant under State or local law or thirty percent (30%) of the household's adjusted monthly income.

6.1.4 Prohibited Uses. Tenant shall not use the Property for or carry on or permit in or upon the Property, or any part thereof, any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance, or anything against public policy, or interfere with the business of any other tenants or occupants in the Property, or permit any going-out-of-business, auction, liquidation, fire or bankruptcy sale to be held or conducted in and about the Property. Tenant agrees not to cause, permit or suffer any waste, damage disfigurement or injury to the Property, to the fixtures or equipment thereon, and nothing shall be prepared, manufactured or mixed in the Property which emits any odor into the Property.

6.1.5 Electrical Equipment. Tenant shall not install, operate or maintain in the Property any electrical equipment which does not bear the Underwriters Laboratory approval, or which equipment would overload any portion of the electrical system of the Property in Landlord's sole determination.

6.1.6 Nuisance. Tenant shall not do or permit anything to be done in or about the Property which shall in any way obstruct or interfere with the operation of the

Property or with the rights of other tenants or occupants of the Property or injure, disturb or annoy other tenants or occupants of the Property.

6.1.7 Access by Landlord. Landlord reserves the right for Landlord and Landlord's Authorized Representatives to enter the Property at any reasonable time: (a) to inspect the Property; (b) to supply services to be provided by Landlord to Tenant under this Lease; (c) to show the Property to prospective lenders, purchasers or tenants; (d) to alter, improve, maintain or repair the Property or any portion of the Property; (e) to install, maintain, repair, replace or relocate any pipe, duct, conduit, wire or equipment serving other portions of the Property but located in the ceilings, walls or floors of the Assisted Units; (f) to determine whether Tenant is complying with Tenant's obligations hereunder; (g) to perform any other obligation of Tenant after Tenant's failure to perform same; or (h) upon default by Tenant under this Lease. If Landlord enters the Property for the purposes set forth in items (b), (d), (e) or (g) of the preceding sentence, Landlord may erect scaffolding and store tools, materials, and equipment in the Property when required by the character of the work to be performed. Landlord shall not unreasonably interfere with Tenant's quiet enjoyment of the Property in exercising its rights under this Section 6.1.7, unless an emergency situation exists.

6.2 Nondiscrimination. Tenant hereby covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property nor shall Tenant or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Property.

6.3. Utilities. Each Assisted Unit shall have separate meters for measuring the amounts of gas and electricity furnished to the Assisted Unit. Tenant shall promptly pay all charges for heat, gas, electricity, telephone, air conditioning, ventilating, and any other utilities and/or materials used or consumed on the Property. Tenant shall arrange for the provision of such services and shall make payment therefore directly to the public utility or other company providing such services.

6.3.1 Interruption of Utilities. Landlord shall not be liable to Tenant in damages or otherwise: (i) if any utility becomes unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility; or (ii) for any disruption in any utility service caused by the making of any repairs or improvements or by any cause beyond Landlord's reasonable control, and such interruption shall not constitute a termination of this Lease, or an eviction of Tenant, and/or give Tenant the right to reduce or abate Rent.

6.4 Maintenance, Repairs and Inspection of the Property.

6.4.1 Tenant's Maintenance and Repairs Obligations. At the Tenant's sole cost and expense throughout the Term, the Tenant shall operate, maintain, repair and manage the Property including all landscaping and Improvements thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Property. The Tenant shall ensure that the Property is served by adequate lighting in accordance with applicable building codes. The Tenant shall promptly, at the Tenant's own cost and expense, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. The Tenant shall keep and maintain all portions of the Property in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. If Tenant so chooses, Tenant shall be responsible for arranging and payment for the provision of janitorial services to the Property. All repairs by Tenant shall be completed by contractors approved by Landlord. Any replacements required of Tenant shall be made with equipment and/or materials equal to the specification and quality of the original. The Tenant's failure to maintain the Property in accordance with this Lease shall, in the Landlord's discretion, be grounds for termination of this Lease pursuant to Article XII.

6.4.2 Inspection. At any time during the Term, with not less than three (3) days notice and during normal business hours, the Landlord may conduct interior and/or exterior inspections of the Property to confirm that it is being properly maintained as required by this Lease. Following its inspection, the Landlord may deliver to the Tenant written notification of any portions of the Property which the Landlord has determined are not being properly maintained, and the Tenant shall promptly prepare and deliver to the Landlord the Tenant's proposed plan for remedying the indicated deficiencies. The Tenant's failure to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the Landlord in its reasonable discretion shall be a default under this Lease. Landlord's failure to deliver, following any Landlord's inspection, any notice of deficiency to Tenant, shall not be a waiver of any default by Tenant under this Article. The Tenant shall defend, indemnify and hold the Indemnitees harmless from and against any and all Claims arising out of the Tenant's failure to fully and timely fulfill its obligations to maintain and repair the Property as required hereunder.

6.5 Landlord's Right to Perform Tenant Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 12.2, the Tenant fails to perform its obligations to maintain the Property in accordance with the standards set forth in this Lease, the Landlord shall have the right, but not the obligation, to perform such work upon delivery of written notice to the Tenant, and the Tenant shall reimburse the Landlord for all expenditures the Landlord incurs in connection with such work. The Landlord's election to undertake such obligation shall not operate as a waiver of any other right or remedy the Landlord may have pursuant to this Lease.

6.6 Landlord Not Obligated to Perform Repairs. Notwithstanding any contrary provision in this Lease, the Landlord shall not be obligated to make any repairs, alterations, additions, improvements or betterments to the Property caused by Tenant during the term of this Lease nor shall the Landlord be obligated to maintain or operate the Property.

6.7 Compliance with Laws. The Tenant, at its sole cost and expense, shall comply with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, California Civil Code Section 51, et seq. The Tenant shall comply with all City ordinances and regulations relating to noise, business hours, pertaining to the use, operation, and management of the Property. (All of the foregoing state, federal and local laws, regulations and ordinances are referred in this Lease as the "**Applicable Laws.**")

The Tenant shall not use the Property for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property which would result in a nuisance or a violation of law. The Tenant shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Property for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property which would result in a nuisance or a violation of law.

6.8 Tenant Right to Contest. The Tenant shall have the right to contest by appropriate proceedings, in the name of the Tenant, and without cost or expense to the Landlord, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability against the Property or Tenant's interest therein, and without subjecting the Tenant or the Landlord to any liability, civil or criminal, for failure so to comply therewith, the Tenant may delay compliance therewith until the final determination of such proceeding. The Tenant shall indemnify, defend, protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by the Tenant. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Lease.

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Tenant's Covenants. The Tenant hereby covenants and agrees that throughout the Term:

(a) The Property, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and the Tenant shall not cause or permit the Property or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) The Tenant shall not permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall the Tenant permit the presence or release of Hazardous Materials in, on, under, about or from the Property with the exception of materials customarily used in construction, operation, use or maintenance of the Business, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, the Tenant shall immediately advise the City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Tenant, the Property pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against the Tenant, the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Property; or (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Property or Property pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims.**" The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by the Tenant.

(d) Without the City's prior written consent, which shall not be unreasonably withheld, the Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) If the presence of any Hazardous Material on the Property results in any contamination of the Property in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City or the Landlord, the Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Property or Property as required by law; provided that the City's approval of such actions shall first be obtained, which approval may be withheld in the City's reasonable discretion.

All costs and expenses of any Remedial Work shall be paid by the Tenant, it being understood that the City shall incur no cost, expense or liability in connection with any Remedial Work. The City shall have the right, but no obligation, to join and participate in, as a party if it so elects at the City's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Lease, "**Remedial Work**" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Property.

7.2 Release of Claims. The Tenant hereby waives, releases and discharges forever the Indemnitees from all present and future Claims the Tenant may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Property; provided however, this release excludes and shall not apply to (i) any Hazardous Material that originates from any City- or City-owned property other than the Property and which migrates onto the Property after the Effective Date, or (ii) any Hazardous Materials that are generated or caused by the Indemnitees' acts or omissions after the Effective Date.

The Tenant is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

As such relates to this Section 7.2, the Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.



Tenant Initials

7.3 Environmental Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the

transportation of any such Hazardous Materials to or from the Property during the Term, (ii) the failure of the Tenant, the Tenant's employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws, or (iii) the breach by the Tenant of any of its covenants contained in this Article VII. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 7.3 shall survive the expiration or earlier termination of this Lease.

7.4 Definitions.

7.4.1 Hazardous Materials. As used in this Lease, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

7.4.2 Hazardous Materials Laws. As used in this Lease "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the

laws, statutes and regulations cited in the preceding Section 7.4.1, as any of the foregoing may be amended from time to time.

ARTICLE VIII

INDEMNITY AND INSURANCE

8.1 Indemnity. To the fullest extent allowed by law, the Tenant shall indemnify, defend and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Property, (ii) any work or thing done on or in the Property, (iii) any condition of any alteration or addition constructed by the Tenant on the Property, (iv) any breach or default by the Tenant in the performance of any covenant or agreement to be performed by the Tenant pursuant to the terms of this Lease, (v) any negligence of the Tenant, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Property, and (vii) the furnishing of labor or materials by the Tenant or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Tenant, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. If an insurer under insurance required to be maintained by the Tenant hereunder shall undertake to defend the City under a reservation of rights with respect to ultimate coverage and the City shall reasonably deem it necessary to retain independent counsel with respect to such matter, the Tenant shall pay the reasonable fees of such counsel. The obligations of the Tenant under this Article XIII shall not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Lease.

8.2 Insurance Requirements. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the City as additional insured and/or loss payee:

(a) Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Property with a policy limit of at least Two Million Dollars (\$2,000,000) per occurrence.

(b) Workers' compensation insurance that complies with the statutory requirements of the State of California.

(c) Automobile liability insurance for owned, hired and non-owned vehicles, with a combined single limit of at least One Million Dollars (\$1,000,000).

Upon City's request, Tenant shall furnish City with certificates of insurance evidencing the required insurance coverage. Any third party certificates shall contain a statement of obligation on the part of the carrier to notify City and Tenant of any cancellation, termination or nonrenewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or nonrenewal.

ARTICLE IX

DAMAGE AND DESTRUCTION

9.1 Damage or Destruction. In the event of any damage to or destruction of the Property during the Term, the City shall elect by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage to either remove the Property or restore and rebuild the Property as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Property, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Property within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. If the City elects to restore the Property, the City shall confer with the Tenant regarding the design and plans for such restoration of the Property. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the City pursuant to this Lease. If the City does not elect to restore the Property and the City does not exercise its right to terminate this Lease within 120 days following the date of the occurrence of the damage, then at the City's option this Lease shall terminate upon delivery of written notice to the Tenant.

9.2 Rent Abatement. In the event of any material damage to or destruction of the Property during the Term, the City will abate Rent to the extent that Tenant is prevented from occupying the Property, or any portion thereof, for the uses authorized in this Lease.

9.3 Notice Required. In the event of material damage to or destruction of the Property, or any part thereof, the Tenant shall promptly give the City notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article IX, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

9.4 City's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the City shall have the option to terminate this Lease and be relieved of the obligation to restore the Property where all or substantially all of the Property are substantially damaged or destroyed and such damage or destruction resulted from a

cause not insured against by the Tenant and/or the City nor required to be insured against by the Tenant and/or the City under this Lease.

ARTICLE X

CITY'S RIGHT TO PERFORM TENANT'S COVENANTS

10.1 If the Tenant shall at any time fail to pay any Imposition or other charge payable by the Tenant to a third party as required by this Lease, or to comply with the requirements set forth in Section 8.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Lease, then the City, after thirty (30) days' written notice to the Tenant and without waiving or releasing the Tenant from any obligation of the Tenant hereunder, may (but shall not be required to): (i) pay such Imposition or other charge payable by the Tenant; (ii) pay for and maintain the insurance policies required pursuant to this Lease, or (iii) make such other payment or perform such other act on the Tenant's part to be made or performed under this Lease; and the City may enter upon the Property for such purpose and take all such action thereon as may be reasonably necessary therefor.

ARTICLE XI

ASSIGNMENT AND TRANSFER; NONDISTURBANCE AND ATTORNMENT

11.1 Restrictions on Transfer, Assignment; Landlord's Election to Terminate Lease. The Tenant shall not sell or assign its leasehold interest hereunder or any portion of its interest in the Property or Improvements, voluntarily, involuntarily, by operation of law or otherwise without the City's prior written consent, which shall not be unreasonably withheld. No voluntary or involuntary assignee of the Tenant shall acquire rights or powers under this Lease absent such consent.

Tenant shall Landlord may elect to terminate this Lease in the event of a proposed assignment of this Lease. If Landlord elects to terminate this Lease or any portion thereof, Tenant shall surrender possession of the Property, or the portion thereof which is the subject of the termination, as the case may be, on the date set forth in such notice in accordance with the provisions of this lease relating to surrender of the Property at the expiration of the Term. If this Lease is terminated as to a portion of the Property only, Rent after the date of termination shall be reduced on a pro rata basis, as determined by Landlord. After any such termination, Landlord may directly lease the Property to any party, including, without limitation, any party with whom Tenant previously discussed an assignment.

11.2 Documentation and Expenses. Any sublease or any assignment, conveyance or transfer to which Landlord has consented to in writing ("**Permitted Transfers**") shall be evidenced by an instrument in writing and executed by Tenant and the transferee. Notwithstanding any permitted subletting, Tenant and any guarantors shall remain fully liable to perform its and/or their obligations under this Lease. Tenant

shall, on demand of Landlord, reimburse Landlord for Landlord's administrative fees and Landlord's reasonable legal fees incurred by Landlord in obtaining advice and preparing documentation in connection with any proposed Transfer, whether or not Landlord's consent is given.

11.3 Vacancies. The Tenant shall use all reasonable efforts to ensure that the Property is fully occupied at all times during the Term.

11.4 No Involuntary Transfers. Without limiting any other restrictions on transfer contained in this Lease, no interest of the Tenant in this Lease, the Property or part thereof shall be assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the Tenant's assets for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any involuntary transfer described in this Section 11.4 shall constitute an Event of Default under this Lease by the Tenant, and the City shall have the right to terminate this Lease pursuant to Article XII as a result of any such transfer taking place, in which case this Lease shall not be treated as an asset of the Tenant.

11.5 Assumption Agreement and Release. No Permitted Transfer shall be effective until any curable default hereunder shall have been cured and there shall have been delivered to the City an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes such obligations as arise and/or accrue at any time after such Permitted Transfer takes place; and whereby such transferee assumes liability for the obligations of this Lease.

11.6 Nondisturbance. Provided that the Tenant is not in default under this Lease, the Tenant's possession, use and enjoyment of the Property shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the City, or any exercise of any remedies under this Lease. The Tenant shall also ensure that its possession, uses and enjoyment of the Property does not interfere with, disturb or diminish or otherwise affect in any manner any other tenants or subtenants in the Property.

ARTICLE XII

DEFAULT; REMEDIES; TERMINATION

12.1 Event of Default. Tenant shall be in default under this Lease upon the occurrence of any of the following ("**Events of Default**"):

(a) Monetary Obligation. Tenant at any time is in default hereunder as to any monetary obligation required by this Lease, and such default continues for thirty (30) days after Tenant receives Notice of Breach (as defined in Section 12.2.1);

(b) Insurance. Tenant fails to obtain and maintain any policy of insurance required pursuant to this Lease, and Tenant fails to cure such default within ten (10) days following receipt of Notice of Breach;

(c) Abandonment. Tenant abandons or ceases to use the Property or Property in accordance with Section 1951.3 of the California Civil Code except when prevented by Force Majeure;

(d) Transfer. A voluntary or involuntary Transfer of all or any portion of the Tenant's interest in this Lease occurs in violation of the provisions of Article XI;

(e) Bankruptcy. Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(f) Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of Tenant in the Property or Property and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Tenant;

(g) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of the Tenant and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Tenant;

(h) Nonmonetary Obligations. Tenant is in default in any other of its promises, covenants or agreements contained in this Lease, and such default shall continue for thirty (30) days after Tenant receives Notice of Breach specifying the particulars of such default, unless Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith;

12.2 Notice and Opportunity to Cure.

12.2.1 Notice of Breach. Unless expressly provided otherwise in this Lease, no breach by a party shall be deemed to have occurred under this Lease unless another party first delivers to the nonperforming party a written request to perform or remedy (the "**Notice of Breach**"), stating clearly the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

12.2.2 Failure to Give Notice of Breach. Failure to give, or delay in giving, Notice of Breach shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Lease, any failure or delay by either party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

12.3 Remedies Upon Default.

12.3.1 City's Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the City hereunder and/or provided by law, the City shall have the right to terminate this Lease and/or the Tenant's possessory rights hereunder, in accordance with applicable law to re-enter the Property and take possession thereof and of any Improvements, and except as otherwise provided in this Lease, to remove all persons and property therefrom, and to store such property at the Tenant's risk and for the Tenant's account, and the Tenant shall have no further claim thereon or hereunder. The City's re-entry or taking of possession of the Property shall not be construed as an election on the City's part to terminate this Lease unless the City shall have given written notice of such intention to the Tenant. In no event shall this Lease be treated as an asset of the Tenant after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of the Tenant shall have any right to disaffirm this Lease.

12.3.2 Remedies Upon Abandonment. If the Tenant should default under this Lease and abandon the Property, the City may, at its option, enforce all of its rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder. Additionally, the City shall be entitled to recover from the Tenant all costs of maintenance and preservation of the Property, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Property and the City's interest under this Lease.

12.3.3 City Right to Continue Lease. In the event of any default under this Lease by the Tenant (and regardless of whether or not the Tenant has abandoned the Property), this Lease will not terminate (except by an exercise of the City's right to terminate under this Section 12.3) unless the City makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the

bringing of legal proceedings in unlawful detainer) to terminate the Tenant's right to possession. For so long as this Lease continues in effect, the City may enforce all of the City's rights and remedies under this Lease, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Lease, the following shall not constitute termination of the Tenant's right to possession: (a) acts of maintenance or preservation or efforts to relet the Property; or (b) the appointment of a receiver upon initiative of the City to protect the City's interest under this Lease.

12.3.4 Right to Injunction; Specific Performance. In the event of a default by the Tenant under this Lease, the City shall have the right to commence an action against the Tenant for damages, injunction and/or specific performance. The Tenant's failure, for any reason, to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Lease.

12.3.5 Right to Receiver. Following the occurrence of an Event of Default, if the Tenant fails after receipt of a Notice of Default to cure the default within the time period set forth in this Lease, the City, at its option, may have a receiver appointed to take possession of the Tenant's interest in the Property with power in the receiver (a) to administer the Tenant's interest in the Property, (b) to collect all funds available in connection with the operation of the Property, and (c) to perform all other acts consistent with the Tenant's obligations under this Lease, as the court deems proper.

12.4 Remedies Cumulative. No remedy specified in this Article XII shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth in this Lease.

12.5 No Election of Remedies. The rights given in this Article XII to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the City upon the conditions and subject to the provisions in this Lease to terminate the Tenant's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Lease beyond the applicable cure period.

12.6 Survival of Obligations. Nothing in this Lease affects the right of the City under VIII of this Lease to indemnification for liability arising prior to the termination of this Lease for personal injuries or property damage, nor shall anything in this Lease be deemed to affect the right of the City to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof will relieve the Tenant of

its previously accrued liabilities and obligations hereunder, all of which survive such expiration, termination or repossession.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Force Majeure. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Lease shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

13.2 Extension of Times of Performance. Times of performance under this Lease may also be extended in writing by the mutual agreement of the Tenant and the City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the governing board of the City). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

13.3 City's Right to Enter the Property. The City and its agents may enter the Property from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of nonresponsibility and similar notices, and to discharge the Tenant's obligations hereunder when the Tenant has failed to do so within a reasonable time after written notice from the City.

13.4 Representations of City and Tenant.

13.4.1 Representations of the Tenant. The Tenant hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The Tenant has taken all requisite action in connection with the execution of this Lease and the undertaking of the obligations set forth in this Lease. This Lease constitutes the legally valid and binding obligation of the Tenant, enforceable against the Tenant in accordance with its terms, except as it may be

affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Lease and the acceptance of the obligations set forth in this Lease do not violate any court order or ruling binding upon the Tenant or any provision of any indenture, agreement or other instrument to which Tenant is a party or may be bound. Neither the entry into nor the performance of this Lease will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Tenant.

13.4.2 Representations of the City. City hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The City has taken all requisite action in connection with the execution of this Lease and the undertaking of the obligations set forth in this Lease. This Lease constitutes the legally valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Lease and the acceptance of the obligations set forth in this Lease do not violate any court order or ruling binding upon the City or any provision of any indenture, agreement or other instrument to which the City is a party or may be bound. Neither the entry into nor the performance of this Lease will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the City.

13.5 Miscellaneous.

13.5.1 Holding Over. Neither Tenant nor any of the Tenant's subtenants shall be entitled to any hold over rights. If Tenant or any subtenant remains in possession of the Property after the expiration or termination of this Lease, without Landlord's consent, such Tenant and/or subtenant shall be deemed to be trespassing and Landlord shall have the right to seek such Tenant's or subtenant's immediate ejectment from the Property in accordance with State law.

13.5.2 Binding on Successors and Assigns. Each provision of this Lease to be performed by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties and their personal representatives, successors and assigns.

13.5.3 Notices. Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either

personally or sent by registered mail or certified United States mail, postage prepaid, addressed as set forth below, or to such other address as a Party may designate in writing for the purpose of receiving notices:

to Landlord at: City of Turlock
156 S. Broadway Ste. 140
Turlock, CA 95380
Attn: Maryn Pitt
Phone: (209) 668-5610 Ext. 2227
Fax: (209) 668-5610

to Tenant at: United Samaritans Foundation
220 S. Broadway
Turlock, CA 95380
Attn: Beverly Hatcher
(209) 668-4853
Fax: (209) 668-4854

Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this Section 13.5.3.

13.5.4 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions.

13.5.5 Legal Effect. Although this Lease has attempted to express the rights and duties of the Parties in simple language understandable to a layman, Tenant understands that this Lease will be treated as a formal legal instrument and will be binding on all persons having any future dealings with the Property. If more than one copy is signed, all copies will be equally effective. If more than one person is named as Tenant, Landlord may hold any such person legally responsible for all of the obligations of Tenant under this Lease.

13.5.6 No Third Party Beneficiaries. Nothing contained in this Lease is intended by the Parties, nor shall any provision of this Lease be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Lease or be entitled to damages for any breach by the Parties of any of the provisions of this Lease.

13.5.7 Not Construed Against Drafter. No Party shall be deemed to be the drafter of this Lease, or of any particular provision or provisions, and no part of this Lease shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Lease.

13.5.8 Non-Liability of Officials, Employees, and Agents. No member, official, employee or agent of Landlord or City shall be personally liable in the event of any default or breach hereunder by either Party.

13.5.9 Essence of Time. Time is of the essence for every provision, covenant and condition of this Lease.

13.5.10 Severability. The determination by a court of competent jurisdiction that a provision of this Lease is illegal or unenforceable shall not affect any other provision of this Lease.

13.5.11 Entire Agreement. This Lease contains all the agreements of the Parties and supersedes all prior negotiations. There have been no representations by Landlord or understandings made between Landlord and Tenant other than those set forth in this Lease.

13.5.12 Amendment. This Lease may only be modified or amended by a written instrument duly executed by the Parties.

13.5.13 Captions; Construction. The section headings and captions used in this Lease are solely for convenience and shall not be used to interpret this Lease. The Parties acknowledge that this Lease is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Lease with the advice of counsel, this Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

13.5.14 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

13.5.15 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, Tenant and City have entered into this Lease as of the Effective Date.

CITY OF TURLOCK

UNITED SAMARITANS FOUNDATION

By: Robert C. Lawton
Robert C. Lawton- City Manager

By: Beverly Hatcher
Beverly Hatcher- Executive Director

ATTEST:

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

Jennifer Land- City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Douglas L. White", written over a horizontal line.

Douglas L. White-City Attorney

Exhibit A

Lot 15 and 16 in Block 510 of the City of Turlock, as per map filed February 6, 1920 in Volume 9 of Maps, at Page 25, Stanislaus County Records

APN: 043-049-049

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:
 City of Turlock
 Housing Program Services Division
 156 S. Broadway, Suite 140
 Turlock, CA 95380
 Attn: Housing Manager

No fee for recording pursuant to
 Government Code Section 27383

APN: 043-049-049-000

CITY OF TURLOCK
 REGULATORY AGREEMENT
 WITH
 UNITED SAMARITANS FOUNDATION

THIS REGULATORY AGREEMENT (this “**Agreement**”) is entered into as of March 26, 2019 (the “**Effective Date**”) by and between United Samaritans Foundation, a California 501(c)(3) non-profit corporation (“**United Samaritans**”); and the City of Turlock, a municipal corporation of the State of California (the “**City**”). United Samaritans and City are referred to collectively herein as the “**Parties**”.

Recitals

- A. The City is the owner in fee title to the real property located 207 and 209 3rd Street and 224, 226, 228, 230, 232 A Street, known as Assessor’s Parcel Number 043-049-049, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”).
- B. The Property was purchased using monies (“**HOME Funds**”) from the HOME Investment Partnerships Program (the “**HOME Program**”) and Title 25, California Code of Regulations, Sections 8200 through 8220, (together, the “**HOME Regulations**”).
- C. The City and United Samaritans have entered into that certain Master Lease (the “**Master Lease**”) dated the date hereof, pursuant to which United Samaritans has agreed to provide affordable housing for eligible members of the public in the eight housing units located on the Property, one at each address (each, an “**Assisted Unit**”).

- D. The Master Lease, including all exhibits and attachments thereto, are incorporated in full by reference into this Agreement. In the event of any inconsistencies between the terms set forth in the Master Lease and the terms of this Agreement, the terms of this Agreement shall prevail.
- E. United Samaritans agrees to abide by all provisions of the Master Lease with respect to the Assisted Units.
- F. The purpose of this Agreement is to regulate and restrict occupancy, rents, operations, ownership and management of the Assisted Units in compliance with the requirements of the HOME Program.
- G. The United Samaritans has agreed to pay an Annual Monitoring Fee and has included the Annual Monitoring Fee in its operating budget.

NOW, THEREFORE, the Parties agree as follows:

- 1. Recitals. The foregoing recitals are true and are hereby made a part of this Agreement.
- 2. Property. The Assisted Units will be located on the Property.
- 3. Definitions. Unless the context requires otherwise, the terms used in this Agreement shall be governed by the definitions set forth in 24 CFR Part 92, and 25 Cal. Code of Regulations Section 8201. All references to code sections refer to Title 25 of the California Code of Regulations, unless otherwise noted.

For the purposes of this Agreement, the following additional definitions apply:

- a. **“Area Median Income”** means the median income applicable to City, as published from time to time by the United States Department of Housing and Urban Assisted Units (“HUD”).
- b. **“Assisted Unit”** means a dwelling unit, as defined in Recital D, the operation of which is regulated by this Agreement.
- c. **“Eligible Households”** means Low Income Households and Very-Low Income Households, as determined by the tenant selection provisions of a City approved Management Plan.
- d. **“Fiscal Integrity”** means that the total of Operating Income plus funds released pursuant to this Agreement from the Operating Reserve account is sufficient to (1) pay all current Operating Expenses, (2) pay all current approved debt service, (3) fully fund for at least twelve (12) consecutive months all reserves established pursuant to this Agreement, and (4) pay other

extraordinary costs permitted by this Agreement. The ability to pay any or all of the annual permitted distribution shall not be considered in determining fiscal integrity.

- e. **"HOME Rents"** means rents calculated annually by HUD and that are:
- 1) The lesser of the Fair Market Rents, as determined by HUD, or a rent that does not exceed thirty percent (30%) of sixty-five percent (65%) of Area Median Income (High HOME Rents); or
 - 2) Thirty percent (30%) of fifty percent (50%) of Area Median Income (Low HOME Rents).
- f. **"Initial Operating Year"** means the first year of operations, or portion thereof, of the rehabilitated rental housing beginning at the time of initial occupancy of an Assisted Unit and ending on the last day of the term of the Master Lease.
- g. **"Low Income Household"** means persons or families whose incomes are sixty percent (60%) or less of the Area Median Income.
- h. **"Net Cash Flow"** means Residual Receipts as determined under Section 3.i. hereof.
- i. **"Operating Expenses"** means the amount approved by City that is necessary to pay for the essential recurring expenses of the Assisted Units, including, but not limited to, utilities, maintenance, management, taxes, licenses, Annual Monitoring Fee to City, and mandatory direct or supportive tenant services but not including debt service, required reserve account deposits, costs for voluntary direct or supportive tenant services and other expenses or payments including, but not limited to, the following:
- 1) salaries, wages, and any other compensation due and payable to the employees or agents of United Samaritans or management agent employed on site in connection with the maintenance, administration or operation of the Assisted Units, along with all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required in connection with such employees;
 - 2) all charges incurred in the operation of the Assisted Units in connection with utilities, any required real estate taxes to City and assessments, and liability, fire and other hazard insurance;
 - 3) payments of required interest, principal, impounds, fees and charges, if any, on loans which are secured by liens on the Property and which have been approved by City until such time as such loans are repaid in full;
 - 4) all other expenses incurred to cover operating costs, including the fee of the managing agent, and any extraordinary expenses, in

accordance with the approved annual operating budget of the Assisted Units or as otherwise approved in advance by City;

5) deposits to Operating Reserve accounts and Replacement Reserve accounts;

- j. **“Operating Income”** means all income generated in connection with operation of the Assisted Units including rental income from Assisted Units and non-Assisted Units, rental income from nonresidential space, laundry or equipment rental fees, insurance proceeds from business interruption or lost income, forfeited deposits, rental subsidy payments, and interest on any accounts related to the Assisted Units. “Operating Income” does not include tenant security and equipment deposits (except to the extent surrendered to cover rent, damages or other sums owed by the tenant under their lease agreements), payments received from voluntary direct or supportive tenant services, or tax benefits received by the sponsor.
- k. **“Period of Affordability”** is defined in Section 8 hereof.
- l. **“Rent”** means all charges, other than deposits, paid by the tenant for the use and occupancy of an assisted unit and any mandatory charge for direct or supportive tenant services in an Assisted Units, including a utility allowance in an amount determined by HUD.
- m. **“Residual Receipts”** means the balance of Operating Income minus Operating Expenses as defined in Section 3.i hereof.
- n. **“Very Low Income Household”** means low-income persons or families whose incomes are fifty percent (50 %) or less of the Area Median Income.
- o. **“Annual Monitoring Fee”** means the fee paid by United Samaritans to the City to cover the cost of monitoring the project. The total amount of the Annual Monitoring Fee in the Initial Operating Year shall be \$2,500, which shall increase annually at rate of 3.00%. If the United Samaritans determines that the payment of the Annual Monitoring Fee, in any given year, negatively affects the project, the United Samaritans may make a request to the City asking for a full or partial deferral of the fee. The City will review the request and make a determination based on the information submitted. If the City grants a deferral of the Annual Monitoring Fee, said fee shall be paid in the future prior to any distribution of Asset Management Fees.

4. Compliance with Program Requirements.

- a. United Samaritans agrees that at all times its acts regarding the Assisted Units and the use of funds provided herein shall be in conformity with all provisions of the HOME Program, including the statutes, the HOME Regulations and such policies and procedures of City, the Department and HUD pertaining thereto. United Samaritans acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling United Samaritans to fully comply with such provisions.
- b. The HOME Program is governed by 24 CFR Part 92. With respect to the assistance, United Samaritans agrees to comply with all requirements and obligations as described in 24 CFR Part 92, as well as all provisions governing the use of HOME funds. United Samaritans further agrees to comply with the directives of City as necessary to ensure compliance with the obligations of City as set forth in its agreements with HUD and/or the Department regarding the use of HOME funds.

5. Term of Agreement. The term of this Agreement shall commence upon its recordation in the Official Records of Stanislaus County and remain in full force and effect and apply to the Assisted Units through and including the date which is five (5) years from the Effective Date, unless terminated earlier by City pursuant to the terms of this Agreement or extended by the mutual consent of the Parties.

6. Tenant Selection Standards. United Samaritans shall rent Assisted Units only to Eligible Households in accordance with the Management Plan approved by and on file with City pursuant to Section 12 of this Agreement. Such Management Plan may be periodically altered and such alteration must be submitted to and approved by City prior to use. At all times, a minimum of two (2) of the Assisted Units must be rented to Very Low Income Households and, at initial occupancy, no more than six (6) of the Assisted Units shall be occupied by households whose incomes are at sixty percent (60%) and below of Area Median Income. The Management Plan shall include among other things: (1) detailed actions to be taken by United Samaritans to affirmatively market vacant units in a manner which ensures equal access to all persons in any category protected by federal, state or local laws governing discrimination, and regardless of any arbitrary factor; (2) specific reasonable criteria for determination of tenant eligibility, including household size in accordance with the minimum occupancy standard specified in the HOME Regulations; (3) a requirement that eligible tenants be selected based on order of applications, lottery, or other reasonable method approved by City; (4) specific procedures through which tenant applicants deemed to be ineligible shall be notified of the reason for their ineligibility and may appeal this determination; (5) a requirement for maintenance of a waiting list of eligible applicants; (6) specific procedures for obtaining information regarding prospective tenants' incomes as necessary to certify that such income

does not exceed the Low or Very Low Income limit; and (7) affirmative fair housing marketing procedures as specified in the Affirmative Fair Housing Marketing Plan Compliance Regulations of HUD, 24 CFR Part 200.620(a)-(c), or similar affirmative fair housing marketing plan as approved by City.

7. Period of Affordability. “**Period of Affordability**” means a period of the fifteen (15) years in compliance with the Home Program and Home Regulations

8. Marketing Plan.

a. United Samaritans shall prepare and implement a marketing plan (the “**Marketing Plan**”), subject to prior approval by City, which approval shall not be unreasonably withheld or delayed, which specifies how United Samaritans intends to market the Assisted Units to prospective tenants in the City’s market area. The Marketing Plan shall specifically address how United Samaritans intends to market the Assisted Units to underserved populations in the market area and the frequency of marketing efforts. City agrees that United Samaritans may utilize the HUD 935.2 Affirmative Fair Housing Marketing Plan for these purposes.

b. United Samaritans agrees to evaluate the effectiveness of the Marketing Plan in reaching underserved populations on an annual basis and to revise it as necessary to better reach underserved populations that are not being reached. The revised Marketing Plan shall be submitted to City for approval, which approval shall not be unreasonably withheld or delayed, prior to implementation.

9. Nondiscrimination. United Samaritans covenants by and for itself, and any successors in interest, that there shall be no discrimination against or segregation of, any person, or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall United Samaritans itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees of United Samaritans. The foregoing covenants shall run with the land.

Notwithstanding the foregoing, with respect to familial status, nothing herein shall be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code nor shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and

subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section.

10. Rental Agreement and Occupancy Procedures (the "Lease").

- a. Each Eligible Household selected to occupy a unit in the Assisted Units shall enter into a written rental agreement with United Samaritans on a form approved by City, containing such provisions as are required by the HOME Regulations (the "Lease"). The Lease shall be for a term of not less than one (1) year unless a shorter term is mutually agreed upon between United Samaritans and tenant, and not longer than the expiration of the term of the Master Lease.
- b. The Lease and all grievance procedures included in the Lease shall be in accordance with California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 19, Section 8307.
- c. Each Lease shall contain the following provisions:
 - 1) Provisions requiring good cause for termination of tenancy;
 - 2) A provision requiring that the facts constituting the grounds for any eviction be set forth in the notice provided to the tenant pursuant to state law;
 - 3) A notice of grievance procedures for hearing complaints of tenants and appeal of management action; and
 - 4) A requirement that the tenant annually recertify household income and size.
- d. Each Lease shall not contain any of the following provisions:
 - 1) Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of United Samaritans or United Samaritans' agent in a lawsuit brought in connection with the Lease;
 - 2) Agreement by the tenant that United Samaritans may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. United Samaritans may dispose of this personal property in accordance with State law;

- 3) Agreement by the tenant not to hold United Samaritans or United Samaritans' agents legally responsible for any action or failure to act, whether intentional or negligent;
 - 4) Agreement of the tenant that United Samaritans or United Samaritans' Agent may institute a lawsuit without notice to the tenant;
 - 5) Agreement by the tenant that United Samaritans or United Samaritans' agent may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - 6) Agreement by the tenant to waive any right to a trial by jury;
 - 7) Agreement by the tenant to waive tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease; and
 - 8) Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- e. United Samaritans shall establish reasonable rules of conduct and occupancy. Such rules shall be consistent with state law and the HOME Regulations. Said rules shall be in writing and shall be given to each tenant upon occupancy. Any change shall become effective no fewer than thirty (30) days after giving written notice thereof to each household.
- f. United Samaritans shall not terminate the tenancy or refuse to renew the Lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the Lease; for violation of tenancy period; or for other good cause. Any termination or refusal to renew a Lease shall be by the owner's service upon the tenant of a written notice in compliance with State law and specifying the grounds for the action.
- g. United Samaritans shall maintain the premises in compliance with all applicable housing quality standards and local code requirements.

11. Rents.

- a. For all Assisted Units, Rents shall not exceed High HOME Rents less a utility allowance. For Assisted Units that are set-aside for Very Low Income

Households, HOME rents shall not exceed Low HOME Rents less a utility allowance.

- b. A minimum of two (2) of all Assisted Units shall be occupied by Very Low Income Households at Rents that are no greater than the Low HOME Rents less a utility allowance. A maximum of six (6) Assisted Units may be occupied by Low Income Households at rents no greater than High Home Rents less a utility allowance.
- c. Any household certified as an Eligible Household upon occupancy but whose income increases above the eligibility level must pay as Rent the lesser of the amount payable by the tenant under State or local law or thirty percent (30%) of the household's adjusted monthly income.

12. Security Deposits.

- a. Security deposits shall be required of tenants only in accordance with State law and this Agreement.
- b. Any security deposits collected by United Samaritans or United Samaritans' agent shall be kept separate and apart from all other funds of the Assisted Units in a trust account with a depository insured by the Federal Deposit Insurance Corporation (F.D.I.C.), or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with State law. The balance of such account shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.

13. Certification of Tenant Income and Household Size.

- a. The income and household size of all households occupying Assisted Units shall be certified by United Samaritans prior to occupancy and re-certified annually thereafter in a manner approved by City and specified in the Management Plan.
- b. If the income of a tenant upon re-certification exceeds the upper limit for Low Income -Households, and there are no other requirements statutorily imposed by another federal or State funding source or tax credit program, including Section 42 of the code, that tenant shall not have his or her Lease terminated as a result thereof, but shall be charged Rents as provided in Section 11(c).
- c. Subject to Section 13(b), where a household occupying a unit designated for occupancy by a Very Low Income Household no longer so qualifies at the time of re-certification, but qualifies as an otherwise Eligible Household, the Rent appropriated for that income level shall be charged.

14. Number of People per Bedroom.

- a. United Samaritans shall rent vacant units to households with no less than the number of people specified in the following schedule:

Unit Size	Minimum Number of Persons in Household
0-BR	1
1-BR	1
2-BR	2

- b. If, upon re-certification, the income of a household occupying an Assisted Unit reserved for occupancy by Low Income Households exceeds the upper limit for Low Income, United Samaritans may designate such household's unit as a non-Assisted Unit, provided that all of the following conditions are satisfied:

- 1) Not later than the date United Samaritans designates the unit as non-Assisted, United Samaritans also makes available a comparable vacant unit previously designated as non-Assisted to be designated as an Assisted Unit, or designates a previously non-Assisted Unit occupied by a Low Income Household as an Assisted Unit, or agrees to occupy the next available unit with a Low- Income Household; and
- 2) The Rent charged for the newly designated Assisted Unit will not exceed the High HOME Rent.

- c. When a household occupying an Assisted Unit reserved for occupancy by Very Low Income Households no longer qualifies as Very Low Income at the time of re-certification, but qualifies as a Low Income Household, the following shall apply:

- 1) United Samaritans shall designate the unit as an Assisted Unit for Low Income Households
- 2) United Samaritans may increase the household's Rent up to the High HOME Rent;
- 3) United Samaritans shall designate the next available Assisted Unit as an Assisted Unit reserved for Very Low Income Households; and
- 4) The Rent charged for the newly designated Assisted Unit reserved for Very Low Income Households shall not exceed the Low HOME Rent.

15. Maintenance and Management.

- a. United Samaritans is specifically responsible for all maintenance, repair, and management functions for the Assisted Units, including without limitation,

selection of tenants, re-certification of household income and size, evictions, collection of rents, routine and extraordinary repairs and replacement of capital items. United Samaritans shall maintain all units and common areas in a safe and sanitary manner in accordance with local health, building, and housing codes, HUD housing quality standards pursuant to 24 CFR Section 882.109, and the Management Plan described above.

- b. United Samaritans may, with the prior written approval of City, contract with a management agent for the performance of the services or duties required in Section 18(a). However, such an arrangement does not relieve United Samaritans of responsibility for proper performance of these duties. Such contract shall contain a provision allowing United Samaritans to terminate the contract without penalty upon no more than thirty day's (30) notice. Upon a determination by City, and notice to United Samaritans thereof, that the management agent has failed to operate the Assisted Units in accordance with this Agreement, United Samaritans shall exercise such right of termination forthwith and shall make immediate arrangements, which shall be subject to City approval, for continuing performance of the requirements of this Agreement.
- c. United Samaritans may operate the Assisted Units itself only with prior written approval of City. Upon a determination by City and notice to United Samaritans thereof, that United Samaritans has failed to operate the Assisted Units in accordance with this Agreement, City may require United Samaritans to contract with a management agent to operate the Assisted Units, or to make such other arrangements as City deems necessary to ensure performance of the requirements of this Agreement.

16. Hazard and Liability Insurance.

- a. United Samaritans shall at all times keep the Assisted Units insured against loss by fire, flood (as required pursuant to 24 CFR 92.358), and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as set forth in Exhibit B, attached hereto and made a part hereof. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to City. Property insurance policies shall name City as an additional loss payee and liability insurance policies shall name City as additionally insured, as approved by City.
- b. Insurance proceeds and condemnation awards for any loss to or taking of the Assisted Units, or any portion thereof, shall be applied or utilized by United Samaritans as provided in the Deed of Trust executed by United Samaritans and referred to in the Recitals hereof.

17. Annual Report. United Samaritans shall file with City an annual report, as required by 24 CFR part 92 and 25 Cal. Code of Regulations, Section 8218(a)(2)

no later than ninety (90) days after the end of each fiscal year as established for the Assisted Units pursuant to Section 18(a) of this Agreement. The report shall contain a certification by United Samaritans as to such information as City may then require including, but not limited to the following:

- a. The fiscal condition of the Assisted Units, including a financial statement for the previous fiscal year that includes a balance sheet and a profit and loss statement indicating any surplus or deficit in operating accounts; a detailed itemized listing of income and expenses; the amounts of any fiscal reserves and the total amount of Residual Receipts (defined below) received. Such financial statement shall be prepared in accordance with the requirements of City. City may require that the financial statement be audited at United Samaritans' expense by an independent certified public accountant acceptable to City or other person designed by City.
- b. The substantial physical defects in the Assisted Units, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps United Samaritans has taken in order to maintain the Assisted Units in a safe and sanitary condition in accordance with applicable housing and building codes.
- c. The occupancy of the Assisted Units indicating;
 - 1) The verified income of each current household; and
 - 2) The current rents charged each household and whether these rents include utilities.
- d. General management performance, including tenant relations and other relevant information.
- e. A summary of the information received from the re-certification of tenants' incomes.
- f. Evidence of a currently paid hazard and flood insurance policy, with loss payable to City in the amounts specified in Exhibit B.
- g. Evidence of a currently paid liability insurance policy, naming City as an additional loss payee in the amounts specified in Exhibit B.
- h. Other information reasonably required by City, including those items listed in Section II.D.1-8 of the City Loan Agreement.

18. City Review and Inspections.

- a. Upon not less than forty-eight (48) hours' notice to United Samaritans, City or its designee may, at any time during the term of the HOME Loan, enter and inspect the physical premises and inspect all accounting records pertaining to the construction or operation of the Assisted Units. Upon request by City, United Samaritans shall notify occupants of upcoming inspections of their units in accordance with State law.
- b. City may perform or cause to be performed audits of any and all phases of United Samaritans' activities related to the Assisted Units. At City's request, United Samaritans shall provide, at its own expense, an audit of the financial condition of the project certified by an independent certified public accountant.
- c. City may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement and the Standard Agreement. United Samaritans shall promptly provide such information.

19. Annual Operating Budget.

- a. The fiscal year for the Assisted Units shall commence on January 1 and conclude on December 31.
- b. No later than sixty (60) days prior to the beginning of each subsequent fiscal year of the Assisted Units, United Samaritans shall submit to City a proposed annual operating budget on a form provided by City. The proposed annual operating budget shall set forth United Samaritans' estimate of the Assisted Unit's income, operating expenses and debt service for the upcoming year, reserves, proposed rent adjustments, and a year-to-date operating statement. Annual operating budgets and rent adjustments are subject to approval by City.
- c. Annual operating budgets are subject to written approval by City. Increases of five percent (5%) or less in the total operating budget and increases in specific operating expense categories (i.e. renting expenses, special expenses, utility expenses, operations and maintenance expenses, taxes and insurance expenses) of five percent (5%) or less shall be deemed approved by City. United Samaritans shall operate the Assisted Units in accordance with the approved annual budget.
- d. Annual rent adjustments are subject to written approval by City. For the projects approved by City using High HOME rents, rent increases that do not exceed the upper limits for High HOME rents less a utility allowance shall be deemed approved by City. For projects approved by City using Low HOME rents less a utility allowance, rent increases that do not exceed the upper limits for Low HOME rents shall be deemed approved by City. For projects

approved by City using rents below Low HOME rents, rent increases, which do not exceed the most, recently published annual Labor Statistics Consumer Price Index, Residential Rent for All Urban Consumers for the West (CPI) shall be deemed approved by City. In the event this particular CPI index is no longer published, City shall select a similar index for this purpose.

- e. United Samaritans shall operate the Assisted Units in accordance with the First-Year Operating Budget approved by and on file with City. Such budget shall show all anticipated income, debt service and expenses for management, operations, reserves and maintenance for the first fiscal year or portion thereof following initial occupancy.
20. Required Reserves. Commencing no later than the end of the second month following the initial occupancy of the Assisted Units or such other date, as City shall designate in writing, United Samaritans shall establish a segregated interest-bearing replacement reserve account (the "**Replacement Reserve**") in an F.D.I.C. or other comparable federally insured financial institution. United Samaritans shall make monthly deposits from Operating Income to the Replacement Reserve account in amounts as specified in the approved Initial Year Operating Budget and subsequent annual budgets. City may review the adequacy of these monthly deposits on an annual basis, and require adjustments, as it deems necessary.
21. Accounting Records. In a manner subject to City approval, United Samaritans shall maintain on an accrual or modified accrual basis, a general ledger accounting system that is posted monthly and that accurately and fully shows all assets, liabilities, income and expenses of the Assisted Units. All records and books relating to this system shall be kept for a period of at least seven (7) years and in such a manner as to ensure that the records are reasonably protected from destruction or tampering. All records shall be subject to City inspection and audit.
22. Use of Income from Operations.
- a. United Samaritans, or United Samaritans' management agent, shall promptly deposit all Operating Income in a segregated account established exclusively for the Assisted Units with an F.D.I.C. or other comparable federally-insured financial institution.
 - b. Net Cash Flow shall be distributed in accordance with the Uniform Multifamily Regulations contained in the California Code of Regulations, Title 25, Section 8314, "Use of Operating Cash Flow" for the full extent of the HOME regulatory period.

23. Violation of Regulatory Agreement by United Samaritans.

- a. In the event of a breach or violation of the provisions of this Agreement, City may give written notice to United Samaritans by certified mail or any express delivery service with a delivery receipt addressed to United Samaritans at the address stated in this Agreement. If the breach or violation is not cured to the satisfaction of City within the time period specified in the notice, which shall not be fewer than thirty (30) days, City may declare a default and may seek legal remedies including the following:
 - 1) Collect all rents and income in connections with the operation of the Assisted Units and use the same and the Operating Reserve and Replacement Reserve funds for the operation and maintenance of the Assisted Units.
 - 2) Take possession of the Assisted Units and bring any action necessary to enforce any rights of United Samaritans growing out of the operation of the Assisted Units, and operate the Assisted Units in accordance with the terms of this Agreement until such time as City, in its sole discretion, shall determine that United Samaritans is again in a position to operate the Assisted Units in accordance with the terms of this Agreement.
 - 3) Apply to any court, State or federal, for specific performance of this Agreement or for the appointment of a receiver to take over and operate the Assisted Units in accordance with the terms of this Agreement or for such other relief as may be appropriate. It is agreed by United Samaritans that the injury to City arising from a default under any of the terms of this Agreement would be irreparable and that the amount of compensation that would provide adequate relief to City, in light of the purposes of the Program, would be impossible to ascertain.
 - 4) City may seek such other remedies as may be available under law.
- b. In the event that the breach or violation involves the rents to tenants or other charges in excess of those permitted under this Agreement, City may demand, and seek as an additional remedy, the return of such excess rents or other charge to the affected household.
- c. The remedies of City hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by City of any one or more of its other remedies.
- d. Notwithstanding anything to the contrary herein, any cure of any default or Event of Default made or tendered by a limited partner of United Samaritans shall be deemed to be a cure by United Samaritans and shall be accepted or

rejected on the same basis as if made or tendered by United Samaritans. Copies of all notices which are sent to United Samaritans under the terms of this Agreement shall also be sent to United Samaritans' managing general partner and United Samaritans' limited partner(s) as defined in Section 41.

24. Assignment of City Rights. City retains the right, at its sole discretion, to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of United Samaritans' duties and obligations hereunder. In addition, City may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.
25. Amendment. This Agreement shall not be altered or amended except in writing, executed between the Parties.
26. Partial Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
27. Binding on Successors. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in the office of interest, and assigns, provided, however, that United Samaritans may not assign this Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior written approval of City and the Department.
28. Recording Agreement. This Agreement, and all amendments thereto, shall be executed by each of the Parties. This Agreement, or memorandum thereof, shall be recorded against the subject Property in the Official Records of Stanislaus County.
29. Hold Harmless. United Samaritans and its successor in interest agree to indemnify, defend, and hold harmless City and its respective agents, employees and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorneys' fees) arising from or in connection with United Samaritans' management, maintenance or operation of the Assisted Units.
30. Waiver. No waiver by City of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach thereto or default hereunder.
31. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.
32. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

33. Precedence of HOME Loan Documents Governing Use of Operating Income: In addition to the other terms of this Agreement, the United Samaritans hereby agrees and acknowledges that, notwithstanding any internal accounting procedures or provision pertaining to the use of receipts, payments, reserves and distributions contained in its agreement of partnership or other organizational document, the terms of this Agreement and the HOME Program shall control as to the use of the funds provided under the Assisted Units Agreement and all operating income from the Assisted Units.

34. Notice. Written notices and other written communications by and between the parties hereto shall be addressed as set forth below unless and until a Party hereto has, in writing, communicated a different address to the other Party hereto.

United Samaritans
220 South Broadway
Turlock, California 95380
Attn: Executive Director
(209) 668-4853

City of Turlock
Housing Program Services Division
156 S. Broadway, Suite 140
Turlock, CA 95380
Attn: Housing Manager

35. Attorneys' Fees. The prevailing party in any action to enforce this Agreement, including the residents of Assisted Units, shall be entitled to reasonable attorneys' fees, court and witness costs as determined by the tier of fact of the action.

36. Superiority of Regulatory Agreement. United Samaritans covenants that it has not, and shall not, enter into or execute any other agreement with provisions contrary to the provisions of this Regulatory Agreement, or contrary to the intent of maintaining the affordability of the Property for the full Period of Affordability.

37. Incorporation. The following Exhibits, all attached hereto, are hereby incorporated into this Agreement:

Exhibit A: Legal Description
Exhibit B: Insurance Requirements

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

CITY OF TURLOCK

UNITED SAMARITANS FOUNDATION

By: Robert C. Lawton 4/22/19

Robert C. Lawton, City Manager

By: Beverly Hatcher

Beverly Hatcher, Executive Director

ATTEST:

Jennifer Land

Jennifer Land, City Clerk

APPROVED AS TO FORM:

Douglas L. White

Douglas L. White, City Attorney

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

State of California
County of Stanislaus

On April 5, 2019 before me, Maria Ramos, Notary Public
(here insert name and title of officer), personally appeared Beverly Hatcher
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)



EXHIBIT A: LEGAL DESCRIPTION

Real property in the City of Turlock, County of Stanislaus, State of California, described as follows:

Lot 15 and 16 in Block 510 of the City of Turlock, as per map filed February 6, 1920 in Volume 9 of Maps, at Page 25, Stanislaus County Records.

APN:

043-049-049

EXHIBIT B INSURANCE REQUIREMENTS

At close of escrow, City must receive a one-year prepaid Certificate of Insurance policy (or a binder followed by a certificate within thirty (30) days of HOME Loan closing) evidencing the following coverage:

1. HAZARD (PROPERTY)

Perils: All risk; or Fire & Lightning, Extended Coverage, Vandalism & Malicious Mischief.

Covered Property: Structure; and All risk contents coverage.

Amount: Replacement value (or less if approved by City).

Coinsurance: No less than ninety percent (90%).

Deductible: \$2,500 maximum deductible per occurrence; or \$1,000 maximum deductible per occurrence if the completed project value is less than \$300,000.

Endorsement: City's Loss Payable Endorsement required insuring City.

2. OTHER PROPERTY INSURANCE

Flood Insurance: Coverage required to eighty percent (80%) of replacement cost if the property is located in a one hundred (100)-year flood plain.

Steam Boiler & Related Machinery: (When applicable) eighty percent (80%) of replacement cost coverage is required.

3. COMPREHENSIVE GENERAL LIABILITY

Minimum Amount: \$2,000,000 per occurrence.

4. OTHER COVERAGE

Loss of Rents: Coverage shall insure seventy-five percent (75%) of annual gross rents.

Workers Compensation: Required by State law if employees are involved.

ALL POLICIES MUST INCLUDE THE FOLLOWING

Named Insured: United Samaritans

Additional Insured: City of Turlock and its officers, agents, employees, and servants must be named as additional insured.

Cancellation Clause: City must be notified thirty (30) days prior to cancellation of the insurance policy.

Notification: City must be notified prior to cancellation or lapse of coverage or in the event of any claim.

City should be identified on all insurance documents as follows:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Stanislaus }

On April 12, 2019 before me, Kelly Dressler, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Robert C. Lawton
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Regulatory Agreement

Document Date: March 26, 2019 Number of Pages: 23

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing:

City Council Staff Report

March 12, 2024



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Authorize Staff to allocate \$8.0 million to a Section 115 Trust to establish a Pension Stabilization Fund and \$5.2 million to a Capital Improvement Fund, from the General Fund Reserve Surplus

2. SYNOPSIS:

On May 2, 2023 the City Council adopted a General Fund Reserve Policy. This policy stipulates that Council will act annually on any surplus of funds over the approved 22.5% reserve amount.

3. DISCUSSION OF ISSUE:

On May 2, 2023 the City Council adopted a General Fund Reserve Policy that established levels of reserves. The purpose of this policy is to support the City during economic cycle fluctuations that affect City revenue generation, to secure greater stability in multi-year municipal financing, and to safeguard the public welfare and interest to provide continued service delivery to the Turlock residents, during unexpected revenue shortage or unplanned, necessary expenditures. This policy is intended to specify targets for the inflows and outflows of the General Fund Reserves, including the quantity of resources to be held in reserves and conditions under which reserves may be utilized. Annually, the Finance Department will inform Council of any surplus of reserves above the adopted 22.5%.

If it is determined that an operating surplus exists, Council may appropriate these funds for the following nonrecurring purposes:

1. Elimination of unfunded liabilities related to the City's Pension Obligations. Any surplus may be transferred to reduce the PERS Unfunded Accrued Liability (UAL) or fund a Section 115 Trust.
2. Reduction or avoidance of debt. If there is short-term debt within the General Fund, the surplus may be applied to reduce, or eliminate, the debt if determined to be advantageous for the City. If a borrowing is scheduled, the surplus may be used to reduce the principal amount the City needs to obtain if determined to be advantageous for the City.

3. Capital improvements and purchases. Surplus funds may be used for capital improvements and equipment purchases that are not financed with borrowings or other contributions.

At Fiscal Year End 2023, the General Fund has an estimated \$26,557,867 and the current year's adopted budget is \$59,153,638 (this amount includes Building and Engineering Funds). This calculates to an operating surplus of \$13.2 million. With this surplus, staff is requesting to establish a Pension Stabilization Fund and a Capital Improvement Fund.

A Pension Stabilization Fund will be established by creating a Section 115 Trust. For the Fiscal Year 2024-2025, our annual PERS Unfunded Accrued Liability (UAL) will increase by \$1.3 million from the prior fiscal year. To sustain this increase, allocating \$1.0 million to next year's payment from a Section 115 Trust can minimize this fiscal impact to the General Fund. To assist with future obligations, Staff is requesting \$8.0 million be allocated to the Trust. This allocation will help stabilize future obligations and increase our funding status. During each budget process, Staff will seek direction on how to best utilize these funds.

A Capital Improvement Fund is utilized primarily to assist with project costs so they do not have to be financed. Although no project is being identified at this time, Staff is requesting the remaining balance of \$5.2 million be allocated to this fund, to only be used with Council direction.

Although Staff is recommending these amounts to be allocated as stated above, further discussion with Council is being pursued.

4. BASIS FOR RECOMMENDATION:

Establishing Pension Stabilization and Capital Improvement Funds will help save the City from future financing costs and improve our pension funded status.

5. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact at this time due to a Section 115 Trust needing to be established and no capital project being proposed at this time.

6. STAFF RECOMMENDATION:

Staff recommends establishing a Pension Stabilization Fund and Capital Improvement Fund to help save the City from future financing costs and improve our pension funded status.

7. CITY MANAGER'S COMMENTS:

Recommends approval

8. ENVIRONMENTAL DETERMINATION:

None

9. ALTERNATIVES:

- A. Council could recommend a different allocation amount between these two programs or to utilize these funds for other purpose(s) within the General Fund Reserve Policy.

10. ATTACHMENTS:

- A. General Fund Reserve Exhibit

**CITY OF TURLOCK
FISCAL YEAR 2022-2023
MID YEAR BUDGET REVIEW 2/27/2024
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CITY OF TURLOCK MID YEAR BUDGET REVIEW FISCAL YEAR 2023-2024

General Fund (Fund 110) Budget Summary

Revenues - General Fund Department		FY 23-24 Adopted Budget	FY 23-24 Amendments to 12/31/23	FY 23-24 Amended Budget	FY 23-24 Actual YTD at 12/31/23	Percentage Used
000	Non Departmental	\$ 47,990,718	\$ -	\$ 47,990,718	\$ 24,487,860	51%
100	City Council			\$ -		
102	City Manager			\$ -		
104	City Clerk			\$ -		
106	Finance	\$ 18,094	\$ -	\$ 18,094	\$ 9,582	53%
108	City Attorney			\$ -	\$ 3,121	
109	Human Relations			\$ -		
112	General Government			\$ -		
192	Homeless Response			\$ -		
200	Police Services - Special Operations	\$ 188,000	\$ -	\$ 188,000	\$ 129,326	69%
205	Police Services - Support Operations			\$ -		
210	Police Services - Field Operations	\$ 1,483,400	\$ -	\$ 1,483,400	\$ 731,916	49%
215	Animal Services	\$ 139,550	\$ -	\$ 139,550	\$ 37,982	27%
300	Fire Department	\$ 797,300	\$ -	\$ 797,300	\$ 218,592	27%
400	Planning	\$ 180,430	\$ -	\$ 180,430	\$ 89,603	50%
500	Public Facilities			\$ -		
600	Park Maintenance	\$ 107,100	\$ -	\$ 107,100	\$ 4,307	4%
620	Parks, Recreation & Public Facilities	\$ 59,500	\$ -	\$ 59,500	\$ 34,674	58%
622	Recreation - Programs/Events	\$ 122,250	\$ -	\$ 122,250	\$ 32,850	27%
624	Recreation - Sports	\$ 122,000	\$ -	\$ 122,000	\$ 32,406	27%
626	Recreation - Aquatics	\$ 60,000	\$ -	\$ 60,000	\$ 3,078	5%
630	Recreation - Prevention/Youth	\$ 885,750	\$ -	\$ 885,750	\$ 686,372	77%
Total Revenue		\$ 52,154,092	\$ -	\$ 52,154,092	\$ 26,501,668	51%

Expenses - General Fund Department		FY 23-24 Adopted Budget	FY 23-24 Amendments to 12/31/23	FY 23-24 Amended Budget	FY 23-24 Actual YTD at 12/31/23	Percentage Used
000	Non Departmental			\$ -		
100	City Council	\$ 128,715	\$ -	\$ 128,715	\$ 51,101	40%
102	City Manager	\$ 962,378	\$ 9,500	\$ 971,878	\$ 334,912	34%
104	City Clerk	\$ 756,046	\$ -	\$ 756,046	\$ 296,382	39%
106	Finance	\$ 1,646,559	\$ -	\$ 1,646,559	\$ 710,241	43%
108	City Attorney	\$ 703,281	\$ -	\$ 703,281	\$ 307,723	44%
109	Human Relations	\$ 1,909,460	\$ -	\$ 1,909,460	\$ 782,636	41%
112	General Government	\$ 2,565,605	\$ 30,500	\$ 2,596,105	\$ 1,271,618	49%
192	Homeless Response	\$ 160,000	\$ -	\$ 160,000	\$ 2,262	1%
200	Police Services - Special Operations	\$ 7,688,503	\$ 107,806	\$ 7,796,309	\$ 3,651,449	47%
205	Police Services - Support Operations	\$ 3,365,781	\$ 72,000	\$ 3,437,781	\$ 1,237,497	36%
210	Police Services - Field Operations	\$ 15,155,998	\$ (63,419)	\$ 15,092,579	\$ 7,648,421	51%
215	Animal Services	\$ 754,096	\$ 3,000	\$ 757,096	\$ 270,941	36%
300	Fire Department	\$ 12,484,297	\$ 518,536	\$ 13,002,833	\$ 6,464,487	50%
400	Planning	\$ 980,436	\$ -	\$ 980,436	\$ 338,717	35%
500	Public Facilities	\$ 417,995	\$ -	\$ 417,995	\$ 155,011	37%
600	Park Maintenance	\$ 1,090,475	\$ -	\$ 1,090,475	\$ 436,802	40%
620	Parks, Recreation & Public Facilities	\$ 157,159	\$ -	\$ 157,159	\$ 73,345	47%
622	Recreation - Programs/Events	\$ 84,998	\$ -	\$ 84,998	\$ 19,290	23%
624	Recreation - Sports	\$ 287,132	\$ -	\$ 287,132	\$ 134,862	47%
626	Recreation - Aquatics	\$ 153,218	\$ -	\$ 153,218	\$ 44,934	29%
630	Recreation - Prevention/Youth	\$ 701,960	\$ -	\$ 701,960	\$ 418,968	60%
Total Expenses		\$ 52,154,092	\$ 677,923	\$ 52,832,015	\$ 24,651,597	47%

Total Revenue Over/(Under) Expenses \$ - \$ (677,923) \$ (677,923) \$ 1,850,070 \$ 0

Budgeted Revenue excludes Transfer In from Measure A of \$1,491,257 and Actual YTD excludes Transfer In from Measure A of \$604,221.74 for July 2023 through November 2023 sales tax received through January 2024 (10% of projected Measure A revenue for FY 23-24 intended to rebuild General Fund Unassigned Reserve), per City Council direction on 5/11/21.

Updated as of: 12/31/2023

General Fund Reserve Balance



Fund Balance Category	6/30/2019 Actual	6/30/2020 Actual	6/30/2021 Actual	6/30/2022 Actual	6/30/2023 Projected, pending audit
ASSIGNED:					
Compensated Absences at 20%	529,976	540,736	559,098	536,270	598,705
Resolution 2011-123 \$6.5 million (Fund 111)	6,500,000	6,500,000	6,500,000	6,500,000	6,500,000
UNASSIGNED:	2,084,762	3,103,767	8,324,318	11,736,760	19,459,162
TOTAL GENERAL FUND RESERVE BALANCE	\$ 9,114,738	\$ 10,144,503	\$ 15,383,416	\$ 18,773,030	\$ 26,557,867
					audit in progress
Increase / (Decrease) in Unassigned from PFY	(752,146)	1,019,005	5,220,551	3,412,442	7,722,402 *

* Includes 10% of Measure A revenue to rebuild General Fund Unassigned Reserve

Other Reserve Balances

Fund Balance Category	6/30/2019 Actual	6/30/2020 Actual	6/30/2021 Actual	6/30/2022 Actual	6/30/2023 Projected, pending audit
COMMITTED:					
Fund 113 - Parks, Arts & Rec Commission	1,281	1,281	1,281	1,281	1,281
Fund 116 - Public Safety	575,553	670,127	954,219	1,279,354	1,654,711
Fund 117 - Cannabis			1,186,840	2,470,022	1,250,565
Fund 115 - Measure A Roads			1,612,303	6,672,635	11,325,952
Fund 118 - Measure A			1,288,174	7,823,566	6,727,694
Fund 119 - ARPA			-	6,703,462	9,187,258
Fund 120 - Tourism	1,049,999	1,188,360	1,489,656	1,602,242	1,586,660
TOTAL COMMITTED BALANCES	\$ 1,626,833	\$ 1,859,768	\$ 6,532,473	\$ 26,552,562	\$ 31,734,121

FY 2023/2024 Mid Year Budget Requests - Recommended - February 27, 2024

NEW REQUESTS - REVENUE

General Fund	Sales Tax	110-00-000.30020_001	2,853,390	Sales Tax Current	Sales tax revenue is coming in higher than originally budgeted, primarily due to the Amazon fulfillment center
		General Fund	<u>2,853,390</u>		
Police Services Grants	Police	266-20-255-365.35720	120,000	National Opioids Settlement	Revenue from settlement funds from pharmaceutical companies to be paid out to state and local governments to be used for abatement of the opioid epidemic
		Non General Fund	<u>120,000</u>		
		TOTAL	2,973,390		

CARRYOVER/CLEAN UP

Fund	Department	Account Number(s)	Revenue	Expense	Description	Justification
General Fund	Police-Support Ops	110-20-205.41001 & benefits		(207,908)	Salary and Benefits	Clean Up Item-2 ER Services Disp funded by ARPA, not GF
General Fund	General	110-00-000.38002_014	(207,908)		Transfers In from Measure A	Clean Up Item-transfer not needed from Measure A
		General Fund	<u>(207,908)</u>	<u>(207,908)</u>		
Measure A	Admin	118-10-115.48002_014		(207,908)	Transfers Out to General Fund	Clean Up Item-transfer not needed to GF
ARPA	Police-Support Ops	119-20-205.41001 & benefits		207,908	Salary and Benefits	Clean Up Item-2 ER Service Disp funded by ARPA, not GF
ARPA	Finance	119-10-106.41001 & benefits		(220,302)	Salary and Benefits	Clean Up Item-70% of Accountant III and Purchasing Specialist funded by Measure A, not ARPA
Measure A	Finance	118-10-106.41001 & benefits		220,302	Salary and Benefits	
CFD#1-NW Triangle Mellk	Admin	705-10-170.43025		22,500	City Administration	
CFD#1-NW Triangle Mellk	Admin	705-10-170.43165_001		7,000	Reports	Clean Up Item-not included in FY 23/24 budget adoption; there is sufficient revenue for these expenses
CFD#1-NW Triangle Mellk	Admin	705-10-170.43197		1,500	Trustee Fees	
CFD#1-NW Triangle Mellk	Admin	705-10-170.47010		152	Bank Charges	
Small Equip. Replace.	Police	240-00-000-213.51152		50,000	Hand Held Ticket Writers	Carryover-from Prior FY, received in current FY
Small Equip. Replace.	Police	240-00-000-213.51032		52,000	Interview Room Recording Equipment	Carryover-from Prior FY, received in current FY
Vehicle/Equip. Replace.	Police	506-00-000-213.51020		506,392	Equipment Replacement	Carryover-from Prior FY, received in current FY
Vehicle/Equip Replace	Water Quality Control	506-00-000-222.51020		150,000	Equipment Replacement	Carryover-2 medium duty trucks with utility boxes & lights package
Vehicle/Equip Replace	Water	506-00-000-223.51020		375,000	Equipment Replacement	Carryover-5 medium duty trucks with utility boxes & lights package
Vehicle/Equip Replace	Water	506-00-000-223.51020		150,000	Equipment Replacement	Carryover-2 F250's and 3 utility boxes
Vehicle/Equip Replace	Water	506-00-000-223.51020		120,000	Equipment Replacement	Carryover-2 F350's
		Non General Fund	<u>-</u>	<u>1,434,544</u>		
		TOTAL	(207,908)	1,226,636		

FY 2023/2024 Mid Year Budget Requests - Recommended - February 27, 2024

NEW REQUESTS - STAFFING

Fund	Department	Account Number(s)	Revenue	Expense	Description	Justification
General Fund	Human Relations	110-10-109.41002_014		18,000	Salary and Benefits	Part-Time-additional assistance for administrative duties including tracking and developing City-wide training
General Fund	Police-Support Ops	110-20-205.41001 & benefits		2,365	Salary and Benefits	Reclass ER Disp II to Lead, 4 months (annual cost=\$7,094)
General Fund	Police-Special Ops	110-20-200.41001 & benefits		27,327	Salary and Benefits	New Position-Investigations Unit Analyst, 3 months (annual cost=\$109,306)
General Fund	Police-Special Ops	110-20-200.41100_033		60,000	Salary and Benefits	Over-Time-Retail Theft Operations
General Fund	Building (Fund 405, moving into Fund 110)	110-40-405.41001 & benefits		29,750	Salary and Benefits	New Position-Staff Services Assistant, 4 months (annual cost=\$89,250)
General Fund	Engineering (Fund 502, moving into Fund 110)	110-40-410.41001 & benefits		1,437	Salary and Benefits	Reclass Staff Services Technician to Staff Services Analyst, 4 months (annual cost=\$4,311)
General Fund	Recreation-Prevention/ Youth-Play Program	110-61-630-121.41002_000		100,000	Part Time Help General	Staffing needs for new ELOP Program
General Fund	Recreation-Prevention/ Off Track Camp	110-61-630-125.41002_000		35,000	Part Time Help General	Staffing needs for new ELOP Program
		General Fund	-	<u>273,879</u>		
General Fund	Engineering	118-40-410.41001 & benefits		47,087	Salary and Benefits	New Position-Senior Construction Inspector for Measure A Roads, 4 months (annual cost=\$141,261)
		Measure A	-	<u>47,087</u>		
Water	Water	420-52-550.41001 & benefits		52,515	Salary and Benefits	New Position-Convert two vacant part time Utility Maintenance Worker I positions to one Full-Time Utility Maintenance Worker I, 4 months (annual cost of Full-Time position = \$157,544 and annual savings of removing two part-time positions = \$34,106)
Water	Water	420-52-550.41002_000 & benefits		(11,369)	Salary and Benefits	
		Non General Fund	-	<u>41,146</u>		
		TOTAL	-	362,112		

FY 2023/2024 Mid Year Budget Requests - Recommended - February 27, 2024

NEW REQUESTS - MAINTENANCE/OTHER

Fund	Department	Account Number(s)	Revenue	Expense	Description	Justification
General Fund	Recreation-Programs/ Events-Self Defense	110-61-622-003.35720	6,000		Self Defense Revenue	Increase in class registration for Self Defense Program
General Fund	Recreation-Prevention/ Youth-Play Program	110-61-630-121.35720	550,000		Revenue	ELOP Funding from new MOU with TUSD
General Fund	Youth-Play Program	110-61-630-121.44055		25,000	Recreation Supplies	Supply needs for new ELOP Program
General Fund	Recreation-Prevention/ Youth-Play Program	110-61-630-125.44055		4,500	Recreation Supplies	Supply needs for new ELOP Program
General Fund			<u>556,000</u>	<u>29,500</u>		
Streets	Local Transportation	216-40-435.46269		25,000	Dept. of Trans/Sign	Rising equipment prices for maintenance on CalTrans owned traffic signal lighting
Non General Fund			<u>-</u>	<u>25,000</u>		
TOTAL			556,000	54,500		

NEW REQUESTS - VEHICLES/EQUIP

Fund	Department	Account Number(s)	Revenue	Expense	Description	Justification
General Fund	Police-Field Ops	110-20-210.48001_090		400,000	Transfer Out Vehicle & Equip. Replace.	Originally requested with FY 23/24 budget, however was not approved; re-requesting to properly fund
General Fund			<u>-</u>	<u>400,000</u>		
Vehicle/Equip. Replace.	Police	506-00-000-213.38001_090	400,000		Transfer In Vehicle & Equip. Replace.	Vehicle/Equip. Replacement Fund
Non General Fund			<u>400,000</u>	<u>-</u>		
General Fund	Fire	110-30-300.48001_090		400,000	Transfer Out Vehicle & Equip. Replace.	Originally requested with FY 23/24 budget, however was not approved; re-requesting to properly fund
General Fund			<u>-</u>	<u>400,000</u>		
Vehicle/Equip. Replace.	Fire	506-00-000-304.38001_090	400,000		Transfer In Vehicle & Equip. Replace.	Vehicle/Equip. Replacement Fund
Non General Fund			<u>400,000</u>	<u>-</u>		

General Fund	<u>-</u>	<u>800,000</u>
Non General Fund	<u>800,000</u>	<u>-</u>
TOTAL	800,000	800,000

TOTAL - ALL	<u>4,121,482</u>	<u>2,443,248</u>
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General Fund	<i>(includes carryover/clean up)</i>	<u>3,201,482</u>	<u>895,471</u>
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Measure A	<i>(includes carryover/clean up)</i>	<u>-</u>	<u>59,481</u>
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Non General Fund	<i>(includes carryover/clean up)</i>	<u>920,000</u>	<u>1,488,296</u>
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NET IMPACT
(1,678,234) Revenue over Expenses

(2,306,011) Revenue over Expenses

59,481 Expenses over Revenue

568,296 Expenses over Revenue

**FISCAL YEAR 2023-24
MID YEAR
BUDGET AUGMENTATION REQUEST**

Requesting Department: Finance/Measure A/ARPA

General Ledger Account Number	General Ledger Account Description	FY 23-24 Budget	Additional Amount Requested for FY 23-24	Total FY 23-24 Budget Amount With Augmentation
110-20-205.41001 & benefits	Salary and Benefits		\$ (207,908)	\$ (207,908)
110-00-000.38002_014	Transfers In-from Measure A	Revenue	\$ (207,908)	\$ (207,908)
118-10-115.48002_014	Transfers Out-to General Fund		\$ (207,908)	\$ (207,908)
119-20-205.41001 & benefits	Salary and Benefits		\$ 207,908	\$ 207,908
119-10-106.41001 & benefits	Salary and Benefits		\$ (220,302)	\$ (220,302)
118-10-106.41001 & benefits	Salary and Benefits		\$ 220,302	\$ 220,302
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ -</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- Personnel
- Equipment
- Contractual
- Supplies & Maintenance
- Capital
- Other
- Contract Carryover

If Personnel, place "X" in one box

- Existing Classification
- New Classification
- Reclassification

Justification:

To clean up FY 23/24 budget, as the Accountant III position is partially (70%) funded by Measure A and one Purchasing Specialist is fully funded by Measure A, not ARPA, and two Emergency Service Dispatchers are funded by ARPA, not the General Fund. This is simply a clean up item to formalize the budget to match where the expenses are being posted. There is no impact to the General Fund, as the net changes equal zero.

**FISCAL YEAR 2023-24
MID YEAR
BUDGET AUGMENTATION REQUEST**

Requesting Department: Police

General Ledger Account Number	General Ledger Account Description		FY 23-24 Budget	Additional Amount Requested for FY 23-24	Total FY 23-24 Budget Amount With Augmentation
506-00-000-213.51020	Equipment Replacement		\$ 1,512,887	\$ 506,392	\$ 2,019,279
		# of Vehicles	Cost per Vehicle		
Vehicles =	2023 Chrysler 300	2	\$ 40,090	\$ 80,180	
	2023 Dodge Durango	1	\$ 45,774	\$ 45,774	
	2023 Dodge Charger Pursuit	1	\$ 48,800	\$ 48,800	
	2023 F150 Patrol	1	\$ 56,100	\$ 56,100	
	Replace Ranger w/F150-Code Enforcement	2	\$ 37,000	\$ 74,000	
Upfitting =	Patrol Vehicles	6	\$ 22,434	\$ 134,604	
	Durangos	2	\$ 8,000	\$ 16,000	
	Charger	1	\$ 18,500	\$ 18,500	
	Patrol Truck	1	\$ 22,434	\$ 22,434	
	F150 Trucks-Code Enforcement	2	\$ 5,000	\$ 10,000	
Total Additional Amount Requested				<u>\$ 506,392</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- Personnel
- Equipment
- Contractual
- Supplies & Maintenance
- Capital
- Other
- Contract Carryover

If Personnel, place "X" in one box

- Existing Classification
- New Classification
- Reclassification

Justification: Vehicles that were budgeted for with the FY 22/23 budget did not arrive until after June 2023. Therefore, this request is to reappropriate these unspent funds to pay for the vehicles that arrived in Fiscal Year 23/24.

**FISCAL YEAR 2023-24
MID YEAR
BUDGET AUGMENTATION REQUEST**

Requesting Department: Municipal Services-WQC and Water

General Ledger Account Number	General Ledger Account Description	FY 23-24 Budget	Additional Amount Requested for FY 23-24	Total FY 23-24 Budget Amount With Augmentation
506-00-000-222.51020	1 Water Quality Control - Equip replace	\$ -	\$ 150,000	\$ 150,000
506-00-000-223.51020	1 Water Enterprise - Equip replace	\$ -	\$ 375,000	\$ 375,000
506-00-000-223.51020	2 Water Enterprise - Equip replace	\$ -	\$ 150,000	\$ 150,000
506-00-000-223.51020	3 Water Enterprise - Equip replace	\$ -	\$ 120,000	\$ 120,000
Total Additional Amount Requested			\$ 795,000	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- Personnel
- Equipment
- Contractual
- Supplies & Maintenance
- Capital
- Other
- Contract Carryover

If Personnel, place "X" in one box

- Existing Classification
- New Classification
- Reclassification

Justification:

- 1 - Reappropriate funds for two medium duty trucks for Water Quality Control and five medium duty trucks for Water. Price per vehicle is \$75,000 which includes utility boxes and lights package.
- 2 - Reappropriate funds for two F250's for Water that were budgeted in FY 22/23, however, not received until FY 23/24, as well as three utility boxes that were also not received until FY 23/24.
- 3 - Reappropriate funds for two F350's for Water that were budgeted in FY 22/23, however, not going to be received until FY 23/24.

**FISCAL YEAR 2023-24
MID YEAR
BUDGET AUGMENTATION REQUEST**

Requesting Department: Police-Special Operations

General Ledger Account Number	General Ledger Account Description	FY 23-24 Budget	Additional Amount Requested for FY 23-24	Total FY 23-24 Budget Amount With Augmentation
110-20-200.41001 & benefits	Salary and Benefits	\$ 2,727,670	\$ 27,327	\$ 2,754,997
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			\$ 27,327	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- Personnel
- Equipment
- Contractual
- Supplies & Maintenance
- Capital
- Other
- Contract Carryover

If Personnel, place "X" in one box

- Existing Classification
- New Classification
- Reclassification

Justification:

Staff is requesting to add a non sworn position to the Police Department. This new Investigations Unit Analyst will fill a crucial role in investigations involving the processing and analyzing of digital evidence. An overwhelming number of criminal investigations involve digital evidence. Currently Detectives handle this responsibility. This takes time away from other investigative functions that Detectives should be handling. This new Analyst position will also be cross trained in crime scene response and will be responsible for follow up investigations such as missing persons. This will add to the overall efficiency of the Investigations unit at a cost that is less than adding an additional Detective. This request is for 3 months, from April to June 2024. The annual cost for this position at range 27.6, step 1, is \$109,306.

**FISCAL YEAR 2023-24
MID YEAR
BUDGET AUGMENTATION REQUEST**

Requesting Department: Public Works-Recreation

General Ledger Account Number	General Ledger Account Description	FY 23-24 Budget	Additional Amount Requested for FY 23-24	Total FY 23-24 Budget Amount With Augmentation
110-61-630-121.35720	Revenue	\$ 725,000	\$ 550,000	\$ 1,275,000
110-61-630-121.41002_000	Part Time Help General	\$ 450,000	\$ 100,000	\$ 550,000
110-61-630-121.44055	Recreation Supplies	\$ 26,747	\$ 25,000	\$ 51,747
				\$ -
				\$ -
				\$ -
				\$ -

Total Additional Amount Requested

\$ (425,000)

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Revenue over Expenses

Place "X" in box(s)

- Personnel
- Equipment
- Contractual
- Supplies & Maintenance
- Capital
- Other
- Contract Carryover

If Personnel, place "X" in one box

- Existing Classification
- New Classification
- Reclassification

Justification:

New MOU with TUSD to offer ELOP Program which is supplementing the PLAY program. Additional sites, supplies and staffing required with new MOU. Requesting \$125,000 in expenses for staffing and supplies that will be offset by the \$550,000 in revenue provided by the ELOP funding, for a net increase to the General Fund in the amount of \$425,000.

**FISCAL YEAR 2023-24
MID YEAR
BUDGET AUGMENTATION REQUEST**

Requesting Department: Public Works-Recreation

General Ledger Account Number	General Ledger Account Description	FY 23-24 Budget	Additional Amount Requested for FY 23-24	Total FY 23-24 Budget Amount With Augmentation
110-61-622-003.35720	Self Defense - Revenue	\$ 20,000	\$ 6,000	\$ 26,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Additional Amount Requested

\$ 6,000

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Revenue

Place "X" in box(s)

- Personnel
- Equipment
- Contractual
- Supplies & Maintenance
- Capital
- Other
- Contract Carryover

If Personnel, place "X" in one box

- Existing Classification
- New Classification
- Reclassification

Justification:

Class registrations have increased which is also increasing the payments for this contracted class, projecting revenue increase of \$6,000. Expenses are currently budgeted to cover any programmatic increase in costs related to the additional revenue.

FY 2023/2024 Mid Year Budget Requests - Not Recommended - February 27, 2024

NEW REQUESTS - STAFFING

Fund	Department	Account Number(s)	Revenue	Expense	Description	Justification
General Fund	Planning	110-40-400.41001 & benefits		6,953	Salary and Benefits	Reclass Sr Planner to Principal Planner, 4.5 months (annual cost=\$18,540)
		General Fund	<u>-</u>	<u>6,953</u>		
Sewer	Sewer	410-51-531.41001 & benefits		1,200	50% Salary and Benefits	Reclass Utilities Maintenance Worker II to Sr, 4 months (annual cost=\$7,198)
Water	Water	420-52-550.41001 & benefits		1,200	50%	
Sewer	Sewer	410-51-530.41001 & benefits		18,207	50% Salary and Benefits	Reclass Staff Services Assistant to Staff Services Analyst, 4 months cost = \$8,818 (annual cost=\$26,452) & reallocation of position's funding due to work duties excluding assessment districts
Water	Water	420-52-550.41001 & benefits		18,207	50%	
Assessment Districts	Assessment Districts	246-60-600.41001 & benefits		(4,139)	15%	
Sewer	Sewer	410-51-530.41001 & benefits		(15,178)	55% Salary and Benefits	
Water	Water	420-52-550.41001 & benefits		(8,279)	30%	
Sewer	Sewer	410-51-530.41001 & benefits		2,218	Salary and Benefits	Reclass Staff Services Assistant to Staff Services Technician, 4 months (annual cost=\$6,655)
Sewer	Sewer	410-51-530.41001 & benefits		651	50% Salary and Benefits	Reclass Staff Services Assistant to Staff Services Technician, 4 months (annual cost=\$3,906)
Water	Water	420-52-550.41001 & benefits		651	50%	
Sewer	Sewer	410-51-530.41001 & benefits		13,370	Salary and Benefits	Reclass Environmental Compliance Inspector to WQC Superintendent, 4 months (annual cost=\$40,111)
		Non General Fund	<u>-</u>	<u>28,108</u>		
		TOTAL	<u>-</u>	<u>35,061</u>		
		TOTAL - ALL	<u>-</u>	<u>35,061</u>		
General Fund			<u>-</u>	<u>6,953</u>		6,953 Expenses over Revenue
Measure A			<u>-</u>	<u>-</u>		-
Non General Fund			<u>-</u>	<u>28,108</u>		28,108 Expenses over Revenue

NET IMPACT
35,061 Expenses over Revenue
6,953 Expenses over Revenue
-
28,108 Expenses over Revenue



DEVELOPMENT SERVICES DEPARTMENT

Monthly Report – March 12, 2024



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

BUILDING



HOUSING



PLANNING

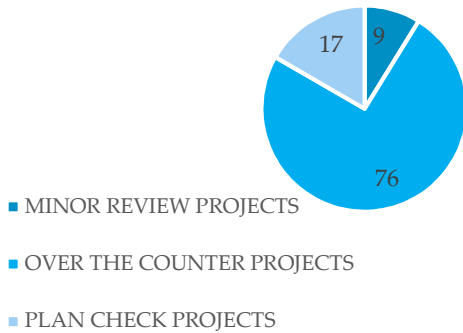




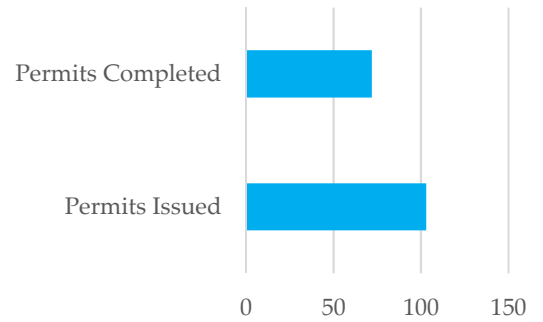
BUILDING

Update

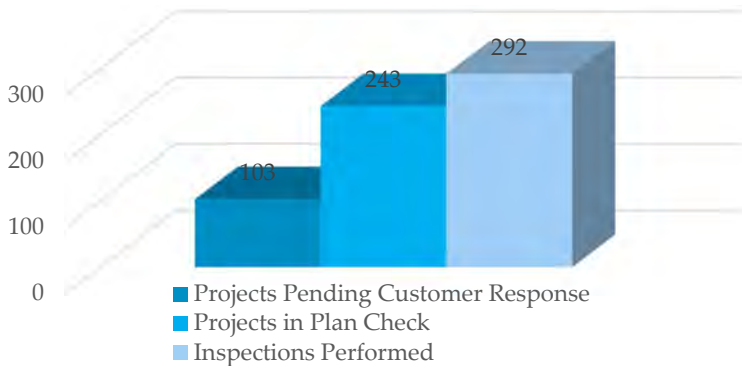
Permits Applied For February 2024



Permit Stats for February



Building Statistics



Current Open Recruitments :

- **Development Services Director**
- **Chief Building Official**
- **Plans Examiner Sr.**
- **Plans Examiner 1**



DIVERT DIGESTER TANK

The tank will hold over 3.5 million total gallons. It is currently 1/3 full; about 18 ft high and just over 1 million gallons. It is being filled at approximately 250 gallons/minute.



HOUSING DIVISION *UPDATE*



- The Housing Division will hold a community meeting and taking public comments on the draft 2024-2025 Annual Action Plan. The community meeting is scheduled for Thursday, March 14th at 5:00pm at City Hall in the Yosemite Community Room. Housing staff will also make a presentation on March 19th at the Turlock Community Collaborative's monthly meeting.
- Jennifer Figueroa has been hired to fill the Housing Manager position. Jennifer's first day is March 18th.

HOUSING FINANCIAL REPORT

Funds with HUD:

Prepared:

3/5/2024

Stanislaus Housing Consortium

CHDO	259,546.65
Administrative Funds	841,307.79
HOME	5,568,945.59
	<hr/>
	6,669,800.03

CDBG-CV 767,381.56

CDBG 1,058,349.44

HOME-ARP

Administrative and Planning Funds	593,395.51
Home Activities Funds	4,524,907.00
	<hr/>
	5,118,302.51

Notes:

-Funds stated above do not reflect expenditures that have not been submitted for reimbursement

Funds with California Department of Housing and Community Development:

Permanent Local Housing Allocation (PLHA) 1,320,877.00

Funds with City:

Stan County HOME Lead Consortium Fund 254 -

CDBG (with City) Fund 255 70,606.38

HOME Consortium Fund 256 481,863.93

State HOME Fund 257

State Home Funds	2,612,839.15
Cal HOME Program	1,731,979.67
HEAP	77,679.32
	<hr/>
	4,422,498.14

Housing Stimulus Fund 258 38,844.26

HOME-ARP Fund 259 (37,039.45)

Successor Agency - LMI Fund 625 2,234,180.53

TOTAL OF ALL FUNDS:	\$ 22,145,664.33
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Minor Discretionary Permit 2024-02 (MDP 24-02) – 905 Flower St: The applicant is requesting to add a bedroom to 6 of the existing units, construct 4 new units and an ADU.

Conditional Use Permit 2024-03 (CUP 24-03) – 2640 Kensington Ct: The applicant is requesting to construct a detached garage of approximately 1,625 square feet and 35 feet in height.

The 2024 **Planning Commissioner’s Academy** is scheduled for March 6-8, 2024. The regular March 7th Planning Commission meeting has been cancelled to allow the Commissioner’s to attend the conference. A Special Planning Commission meeting will be held on March 21st for projects coming before the Planning Commission.

The Annual Review of Public Works Projects for Conformance with the Turlock General Plan and the 2023 General Plan Implementation Report are scheduled for the March 21st Planning Commission meeting. These annual reviews are required under GC§65103(c), 65401, and 65400(b), respectively, to ensure local public works projects within the City and other agencies are in conformance with the General Plan. It is anticipated the Planning Commission’s recommendation regarding conformance will be brought before Council in April.

The **Housing Element Questionnaire** went out Friday March 1, 2024.

NEWS

DEVELOPMENT

SERVICES DEPARTMENT

BUSINESS ADDRESS	BUSINESS PERMIT TYPE	BUSINESS NAME
1207 W MONTE VISTA AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	PACWEST FRANCHISES LLC
144 N CENTER ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	TURLOCK PC INC
1602 OLYMPIC DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	HILL-ROM COMPANY, INC
	HOME OCCUPATION PERMIT	ZP LUCKY CLEANING SERVICES
1866 COUNTRYSIDE DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	
	HOME OCCUPATION PERMIT	NYAH JANE
	HOME OCCUPATION PERMIT	ARROWHEAD CLUB
	HOME OCCUPATION PERMIT	MARK MACIEL DESIGNS
	HOME OCCUPATION PERMIT	Brandi Harrison Hitting & Defe
2200 COLORADO AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	HUY N. DAO, DO
	HOME OCCUPATION PERMIT	FREEZE DRIED FUN
	HOME OCCUPATION PERMIT	M & M DELIVERY SERVICES
2705 GEER RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	
	HOME OCCUPATION PERMIT	POSITIVE NRG LLC DBA: TNRG
	HOME OCCUPATION PERMIT	GREAT VALLEY WASH
	HOME OCCUPATION PERMIT	ARMSTRONG REFRIGERATION
3050 COMMERCE WAY	ZONING CERTIFICATE/OCCUPANCY INSPECTION	PADILLA'S FIRE PROTECTION
	HOME OCCUPATION PERMIT	FEUNA SHAHBAZIAN LLC
3185 HUMPHREY CT	ZONING CERTIFICATE/OCCUPANCY INSPECTION	CAL. NET, INC
	HOME OCCUPATION PERMIT	JV THE NOTARY-MOBILE NOTARY
	HOME OCCUPATION PERMIT	TORRES HANDYMAN, LANDSCAPING A
815 E MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	THE PINK DOOR

Development Services; Building, Housing, Planning Project List – February 2024



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Home Annual Action Plan Amendment	Housing		November 14, 2023	COMPLETE
CDBG-CV workshops/projects/amendment	Housing		November 14, 2023	COMPLETE
Cloudburst polices & procedures	Housing		January 2024	Draft polices complete pending council review
Housing funds work shop	Housing		March 2024	Scheduled for March 12, 2024 council meeting
HOME-ARP	Housing	January 2024	April 2024	RFP signed and executed
HOME affordable housing funds	Housing	January 2024	March 2024	Obtain a consultant to draft consortium wide RFP/call for projects
MORE grant	Housing			Grant submitted to HCD in January
Website – department/division specific	Building	March 2023		All divisions/departments working with I.T. and software applications
Permitting software RFP	Building	August 2023	March 2024	Creating detailed RFP
Solar App	Building	May 2023		Solar APP+ does not work with current permitting software. Grants funds will be used towards permitting software costs for integration and implementation.
Accessory dwelling unit ordinance	Planning		January 2024	Draft ordinance taken to 12/7/23 Planning Commission; recommended Council approve; need to schedule City Council meeting
Housing Element update	Planning	2022	April 2024	Questionnaire went out Friday March 1st



ECONOMIC DEVELOPMENT

Monthly Report/ February 2024





February 2024 Business Retention & Expansion Efforts

During the month of February 2024, business retention and expansion activities consisted of meeting with local businesses and attending community events throughout Turlock.

Upon meeting with local businesses, the most common needs identified were assistance with recruiting new employees as well as strategies to increase sales.

11

Businesses met with in
February 2024

7

Meetings on Calendar
for March 2024

TYPES OF BUSINESSES MET WITH IN FEBRUARY:

- Construction
- Education
- Entrepreneurs/Startup
- Government
- Gym/Fitness
- Real Estate
- Restaurant
- Retail

COMMON NEEDS

- Recruiting Resources
- Strategies to increase sales



TURLOCK BUSINESSES IN THE NEWS



25 New Business Licenses in February:

- Armstrong Refrigeration
- Beauty by Marissa
- Brandi Harrison Hitting & Defense
- Collier
- Cornd LLC
- Feuan Shahbazian LLC
- Freeze Dried Fun
- Gabriel Garcia CPA
- Mid Valley Pawn
- Its a Bow Thing
- Jessica Detomasi
- KOLOGY ORTHODONTICS INC
- M & M DELIVERY SERVICES
- MENDOZA INCOME TAX SERVICES
- PACWEST FRANCHISES LLC DBA HUMMUS REPUBLIC
- POSITIVE NRG LLC DBA +NRG
- RAFAEL VEGA DBA CEN CAL CUTZ
- SAVREET GILL DBA KAUR ENTERPRISES
- SHOSHO NAILS
- SKIN BY CINDY
- THE LIZ ESQUIVEL FOUNDATION
- TORRES
- WILLIAMS
- ZP LUCKY CLEANING SERVICES

February 2024

Corn'd Korean Corndogs opened the last week of February 2024 and hosted a line out the door prior to opening. The first customer in line waited hours before opening, to be the first to try Corn'd Korean Corndogs.

Corn'd Korean Corndogs is located at 2677 Geer Rd., Turlock, CA. Be sure to check out this tasty business!



ATTRACTION EFFORTS

Industries Pursuing:

- Manufacturing
- Logistics
- Family Entertainment
- Trending Franchises/Restaurants/Retailers
- Technology Firms
- Workforce Development Organizations

Demographics

Within 20 miles

	Population	640,882
	Average HH Income	\$81,026

Traffic Counts

	HWY 99 -	75,000 CPD
	W Monte Vista -	36,386 CPD
	Coutryside Dr -	16,079 CPD



2400 Fulkerth Rd - 2400 Fulkerth Road

1.33 Acres of Commercial Land Offered at \$945,000 USD in Turlock, CA 95380





TRENDING ECONOMIC NEWS



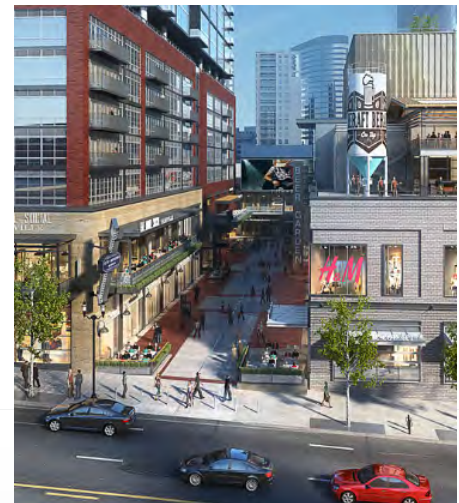
The Co-Workers of the Future?

Many distribution warehouses across the nation are experimenting with humanoid robots, called Digit, which is manufactured by Agility Robotics. The 2 legged robotic workforce can grasp and lift boxes, and will work alongside humans within warehouses and manufacturing companies.

Learn more about Digit:

<https://www.bloomberg.com/news/articles/2024-03-04/amazon-warehouses-provide-glimpse-of-workplace-humanoid-robots>

<https://agilityrobotics.com/>



Mixed-Use Spaces, the Future of Retail?

“Underutilized retail centers provide opportunities to reinvigorate communities.

Several converging trends are presenting an opportunity for developers to shape the future of retail environments. The first is the rise of online retail, which continues to significantly disrupt physical retail spaces, especially those serving middle-market communities. Additionally, there is skyrocketing demand for mixed-use spaces in which people can reside, work, and find recreational and entertainment options nearby. According to analysis from commercial real estate research firm Yardi Matrix, the number of apartments completed annually in “live-work-play” developments quadrupled between 2012 and 2021, rising from 10,000 to 43,700.

Read the full article here:

<https://www.naiop.org/research-and-publications/magazine/2023/winter-2023-2024/development-ownership/why-mixed-use-spaces-are-the-future-of-retail/>



WORKFORCE DEVELOPMENT TALENT DEVELOPMENT OPPORTUNITIES

STANISLAUS COUNTY OFFICE OF EDUCATION
PRESENTS
38th
OCCUPATIONAL OLYMPICS
AND CAREER EXPOSITION

Please Join Us

THURSDAY, MARCH 14, 2024
8:30 A.M. - 2:00 P.M.

STANISLAUS COUNTY FAIRGROUNDS
TURLOCK, CA

PLEASE RSVP TO
JOSIE GONZALES
(209) 238-1501
JGONZALES@STANCOE.ORG

38th Occupational Olympics and Career Exposition

Date: 3/14/2024 8:30am - 2pm

Location: Stanislaus County Fairgrounds, Turlock, CA

BRINGING TRAINING TO YOU!! →

NEW VOLT
On the Go

20 Hours * No Cost Training * SACA Certified Course

Register Now!

Turlock Adult Ed
209-226-6475

No Cost Training

Mechanical Drives 1

This course teaches an individual to install, adjust, align, tension, operate, and analyze basic mechanical power transmission drive systems, and more.

- Learn mechanical drive safety rules
- Mounting and leveling motors
- Testing and correcting for soft foot
- Installing components and shafts
- Aligning shafts using feeler gauges and straight edge method
- Calculating speed and torque from component size ratios
- Interpreting rotary power specifications
- Determining mechanical efficiency and more...

Feb. 26th through March 1st
5:00pm - 9:00pm
Turlock Adult School
1574 E. Canal Drive, Classroom 7

• 20 hours - 5 days - 4 hours per day
• SACA Certified Course
• Competitive advantage in today's job market

SACA

VOLTY instructor offers Industrial Maintenance Training for the 3m, Northern Valley Region.

209-226-9102
volt@tadecol.edu

OPPORTUNITY Stanislaus

VOLT

Stanislaus County Office of Education

Volt on the Go: No Cost Training

Dates: Feb. 26th - March 1st

Location: Turlock Adult School, 1574 E. Canal Drive, Classroom 7

For more information call:

209.226.6475



FEBRUARY 2024 BUSINESS WORKSHOPS

Free IN-PERSON Business Workshop

BUILD BRAND

PROMOTING YOUR BUSINESS

Presented by the Valley Sierra SBDC and the City of Turlock

This workshop is designed to help you learn how to utilize your brand and marketing materials to promote your business.

- We will cover everything from outreach to contests and give-a-ways!
- And More!

— Instructed by
BRYAN JUSTIN MARKS
SBDC DIGITAL MARKETING CONSULTANT & OWNER/CONSULTANT OF BJM CONSULTING

SCAN HERE TO REGISTER



Location: TEN PIN FUN CENTER
3700 Countryside Drive
Turlock, CA 95382

Date/Time: Wednesday, 2/14/2024
2:00 p.m. - 3:30 p.m.

REGISTRATION LINK
bit.ly/PromotingYourBusiness-TurlockBusinessWorkshop



Promoting Your Business

Date: 2/14/2024 from 2pm - 3:30pm

Location: Ten Pin Fun Center, 3700 Countryside Drive, Turlock, CA



UPCOMING 2024 BUSINESS WORKSHOPS



The poster for the Turlock Business Conference features the City of Turlock logo (INC. 1908) in the top left. The main title "TURLOCK BUSINESS CONFERENCE" is centered at the top. To the right, it says "Free to Attend". Below the title, a central image shows a network of glowing nodes and lines, with the text "A Business Forecast and the Current Economy" overlaid. The date and time are listed as "Thursday 3/14/2024" and "10:00 a.m. - 11:30 a.m.". The location is "The Grand Oak, 1450 N. Soderquist Rd., Turlock, CA 95380". A "Register here:" section includes a QR code. The "Speakers:" section lists: Dr. Gokce Soydemir Ph.D. (California State University Stanislaus, Professor of Business Economics), Somjita Mitra (California Department of Finance, Chief Economist), and a Guest Speaker (s) (Economic Analyst, Local Business Owner). The "Hosted By:" section identifies Mayor Amy Bublak of the City of Turlock. A "Questions?" section provides contact information for Anthony Sims, Economic Development Director (209.668.6031, ASims@turlock.ca.us).

The 2nd Annual Turlock Business Conference will take place on Thursday 3/14/2024 from 10am - 11:30am, at the Grand Oak event center in Turlock, CA. Three speakers with a background in economics and retail analytics will provide insight on the current economy, a business forecast, trends in consumer behavior, retail analytics, as well as strategies that businesses can implement during 2024 and 2025.

Register for this FREE event here: <https://www.eventbrite.com/e/2024-turlock-business-conference-tickets-825995553937?aff=oddtcreator>

Be on the look out for the following upcoming business workshops and events:

How to Get Your Business on the News

Date: Friday, 4/26/2024 from 10 a.m. - 11:30 a.m.

Location: Carnegie Arts Center - Turlock, CA

E-Commerce for Small Businesses (3 Part Series)

Date: April 2024 and May 2024

Location: Turlock City Hall and Carnegie Arts Center

COMMUNICATION UPDATES



City Council Meetings

WHEN:

The Turlock City Council meets the second and fourth Tuesday of each month at 6:00 p.m.

LOCATION:

156 S. Broadway, Turlock, CA, 95380

City Council Meeting Agendas can be viewed here:

<https://www.cityofturlock.org/government/turlockcitycouncil/councilmeetings.asp#2>

City Council Meetings can be viewed live on our Turlock City Hall YouTube Channel:

<https://www.youtube.com/channel/UCctmLzJYoM50m5IEp52k-CA>

City Council Meetings

As a reminder, City Council meets the second and fourth Tuesday of each month at 6:00 p.m.



City of Turlock Planning Commission Meetings

WHEN:

The Turlock Planning Commission holds regular scheduled meetings on the first Thursday of each month at 6:00 p.m.

LOCATION:

156 S. Broadway, Turlock, CA, 95380

Turlock Planning Commission Meeting Agendas can be viewed here:

<https://www.cityofturlock.org/government/commissionscommittees/planningcommission/planningcommissionmeetings.asp>

Turlock Planning Commission Meetings

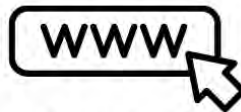
The Turlock Planning Commission holds regular scheduled meetings on the first Thursday of each month at 6:00 p.m.



COMMUNICATIONS UPDATE

Did you know?

You can stay up to date on City of Turlock announcements and information by visiting the following website and social media pages.



<https://www.cityofturlock.org/>

facebook

<https://www.facebook.com/CityofTurlockCityHall>

<https://www.facebook.com/CityofTurlockEconomicDevelopment>

Instagram

<https://www.instagram.com/city.of.turlock>

LinkedIn

<https://www.linkedin.com/company/city-of-turlock/>

**To stay up to date on FREE business workshops,
resources, and events visit:**

www.cityofturlock.org/businessresources



City Manager Approved Contracts Up To \$100,000					
Contract Number	Vendor Name	Description	Compensation Amount Not to Exceed	Effective Date	Department
<i>FEBRUARY 2024</i>					
2024-82	R3 Consulting Group, Inc	On-Call Solid Waste Consulting Services	\$82,500.00	1/1/2024	Muni
2024-94	Holt of California Inc	Repairs & Planned Maintenance Service for Emergency Generator	\$75,000.00	2/1/2024	PW-Rec, Parks & Maintenance
2024-118	Richard J. Hogue	Actuarial Consulting Services	\$7,500.00	2/22/2024	Finance
2024-74	Harris & Associates	Development Impact Fees Services	\$50,000.00	1/9/2024	Finance



We are Hiring!



Career Opportunities

JOB TITLE	SALARY	DEADLINE
Chief Building Official	\$9,820.00 - \$11,937.00 Monthly	Continuous
Development Services Director	\$12,534.00 - \$15,237.00 Monthly	Continuous
Emergency Services Dispatcher Trainee	\$4,864.00 - \$5,912.00 Monthly	Continuous
Instrument and Control Technician, Senior 	\$6,808.00 - \$8,276.00 Monthly	Continuous
Part-Time Environmental Compliance Inspector Assistant	\$16.00 - \$22.50 Hourly	Continuous
Plans Examiner I	\$5,771.00 - \$7,015.00 Monthly	Continuous
Plans Examiner, Senior	\$7,734.00 - \$9,401.00 Monthly	Continuous
Police Officer I/II 	\$5,782.00 - \$8,134.00 Monthly	Continuous
Police Officer Trainee 	\$4,454.00 - \$5,416.00 Monthly	Continuous
Water Treatment Plant Operator, Senior 	\$6,808.00 - \$8,276.00 Monthly	Continuous

For more information, please visit www.cityofturlock.org

Full-Time New Hires



Wastewater Plant Operator I
Municipal Services Department

Welcome to our Turlock team!

Promotions



Staff Services Analyst

Municipal Services Department



Utility Maintenance Worker II

Municipal Services Department

Congratulations to our recent promotions!

**We look forward to watching you grow and
succeed in your new role!**



Upcoming Events



Career & Internship Fair
Thursday, March 7th, 2024



UNIVERSITY OF CALIFORNIA
MERCED

Career & Internship Fair
Thursday, March 14th, 2024



We are very excited to meet with our fellow Warriors and Bobcats!



Please don't forget to stop by our table!

The High 5 Committee Update

THE HIGH FIVE CORNER

FEBRUARY 2024

INFORMATION TECHNOLOGY

The High Five Committee was established to celebrate our amazing departments and their hardworking staff. This month the High Five goes to the Information Technology (IT) department!

👏👏👏👏👏 -- HR Department

The IT staff is always so friendly and approachable!

They are always ready to help with any technological issues or questions you may have, Thank you, IT staff, for providing us all with great tech support!



👏👏👏👏👏 -- Accounting Division

A few months ago, Luis helped me out by building me some custom reports from New World needed to complete an audit request. He went above and beyond even helping me determine the third character in a transaction ID distinguished one type of payment from another. He came through again just yesterday and created another custom report for me. He's extremely intelligent and a huge value to our City.

👏👏👏👏👏 -- Recreation Division

George is great! In my time here I've had a plethora of computers in our office, and I manage to disconnect something or find something wrong everytime, i.e. mouse not scrolling, letters worn off on keyboards, computer speakers not working... and each time he has come out and replaced whatever it is with a smile. The IT department in general is full of great people!

👏👏👏👏👏 -- Public Works Department

As someone who has submitted over 150 IT requests in the last year, I can attest that IT staff are quick to respond to IT requests and have the customer service and technical skills to provide quick and effective customer service. I want to give particular shout outs to Janelle and Nick, who have fostered an attitude and culture of accessibility and communication that has improved the City's operations and effectiveness tenfold.



The High 5 Committee Update

THE HIGH FIVE CORNER

FEBRUARY 2024



-- Finance Department

We have the BEST IT Staff!

They are extremely dedicated and always there when we need them! They are helpful, friendly, knowledgeable, and can turn a bad day into a good day!



-- Development Services Department

Sam and Andrew went above and beyond to help us fix connection issues

on a night we had a Planning Commission meeting. Although the issue wasn't totally resolved, they both stayed after office hours to get us operational. Their help was so appreciated!



-- Municipal Services Department

A while back the main network switch that ties to WQC in to the City network died

and I called IT at 6am and Eddie was here before he even reported in to work. He got the network up and running and began the process of replacing the outdated network switches.



-- Recreation Division

I have several instances where different staff have helped me with various projects.

These range from connectivity issues in the council chambers, new equipment purchases, GIS projects, internet access troubleshooting, etc. There is always someone willing to help me out and help brainstorm ways to push the department forward.



-- Transit Division

I like that they are all so approachable with any issues we may have.

Even though they are the experts on what issues we may have, they are always willing to help us resolve the issues. They are a key component to the whole City! I know that they are all very busy keeping up with the City's technical issues, but they never show that they are overwhelmed yet instead they are all very helpful and reassuring that issues can always be resolved.



Projects List

Name of Project	Start Date	Completion Date	Current Status of Project
Compensation Study	June 2023	October 2023	Completed on October 2023
Classification Study	December 2023	On going	Employee orientations sessions were held in January and February. The study is on going and may be completed late summer or early fall of 2024.
Trainings	On going	On going	On going
Bi-Weekly Payroll	October 2023	On going	On going
Recruitments, Selection, and Onboarding and Offboarding	On going	On going	On going
Paperless and Onboarding and Offboarding	January 2024	On going	On going
Personnel Rules and Regulations	2022	On going	On going
Labor Negotiations & Contracts	On going	On going	Anticipate to begin Labor Negotiations soon
Employee Development, Succession Planning and Personnel guidance including Coaching	On going	On going	On going
Progressive Employee Discipline including investigations	On going	On going	On going
Personnel Administration; proper adherence of labor laws and City policies	On going	On going	On going
Benefits Administration	On going	On going	On going
Open Enrollment Benefits Fair	March 2024	May 2024	In progress
Workers Compensation (Industrial Injuries)	On going	On going	On going
Maintain security access to all City facilities	On going	On going	On going
Maintain all related records and reports	On going	On going	On going
Guided New Hire Bus Tour	Implemented 2022	On going	On going
The High 5 Committee	February 2024	On going	Established on February 2024

City Council Staff Update

March 12th, 2024



From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director

Agendized by: Reagan M. Wilson, City Manager

Subject: Web, Payment Processing, GIS and Aerial, Applications

For the month of February 2024, the Information Technology (IT) Department has the following to report:

Website and Online Payment Processing

In continuity to migrate to a hosted website, a new payment processing solution will need to be implemented. IT Staff and Finance Staff met with the City's current financial system vendor this month to review their online and in-person payment processing solutions that will upgrade and modernize the current payment processing system. IT is working with Finance staff to prepare the necessary documentation needed for the implementation of this system. IT Staff also thoroughly reviewed the Request for Proposal (RFP), Request for Bid (RFB), and Request for Quotation (RFQ) services on the website and how they are used internally so that a similar system is included within a hosted website.

Aerial Imagery

GIS and IT staff worked with Nearmap to schedule and capture aerial imagery that can be used by Departments and for GIS. The aerial imagery produces easy-to-access and up-to-date high-resolution imagery of the City. This data can be used for viewing City infrastructure, City assets, or route/pathway information for Public Safety.

GIS Strategic Plan Review with Departments

GIS and IT Staff met with divisions of Public Works to review an older draft of the GIS Strategic Plan and identify their current priorities as well as areas that can be updated.

Mobile Application

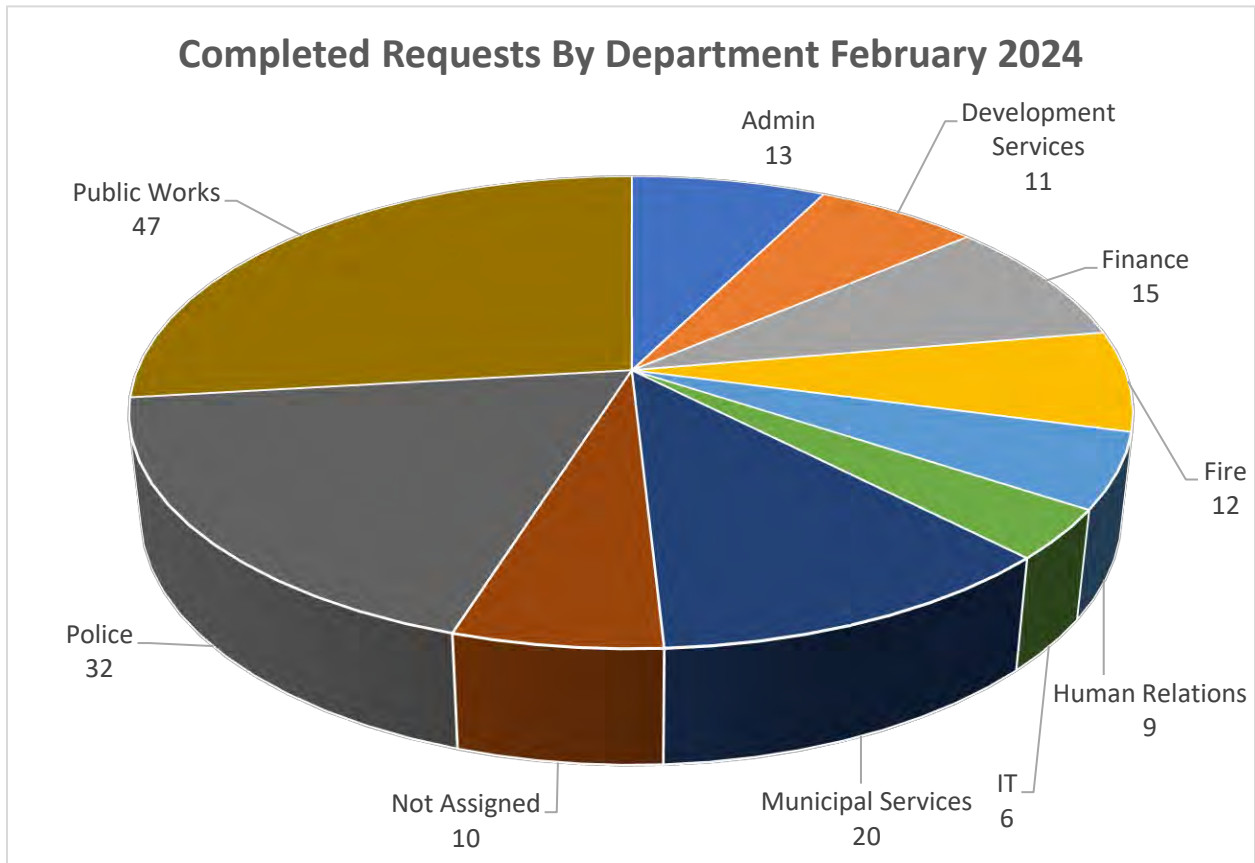
IT Staff assisted with the mobile application project implementation with GoGov. IT Staff reviewed current online request forms on the City's website and assisted GoGov with the placement and integration of forms and resources into the mobile app.

Microsoft 365 Project Planning

IT Staff met with consulting services to share updates regarding current testing that is being performed with the Microsoft 365 platform.

Completed IT Requests*

IT completed **175 requests** for service during February 2024.



*Resolved requests shown are estimated and do not include ad hoc phone and verbal requests or certain long-term projects.

MUNICIPAL SERVICES

MONTHLY REPORT



MARCH 2024



MONTH *at-a-glance*

16 WATER LEAKS

8 CATCH BASINS CLEANED

36 METERS REPLACED/
INSTALLED

6 SEWER PLUGS

24 METERS REPAIRED

1 CLEAN OUTS INSTALLED

3,067 MANUAL METER READS
FOR BILLING

0 SEWER MAIN REPAIRS

the big SHOUT OUT

Dear Madam,

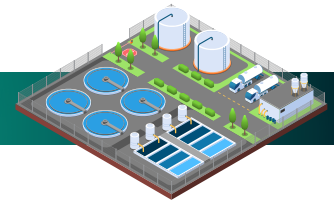
I am writing to express my sincere appreciation to two of your employees Raymond Gonzales and Daniel Camacho. They not only did what they were told from the office but done above and beyond.

On Friday, 1/19/24, I placed a home warranty service call for kitchen clog. The plumber came at 3:15pm and told me he was unable to perform the job because he was not allowed to snake to the storm drain by city code?! Whatever I was told by the plumber was beyond my expertise; he refused the service call and told me to contact the City of Turlock. So, I called the City of Turlock and tried to explain the issue the best I could. I was transferred to various departments and finally got a hold of the Storm Drain Department. They sent someone over to check outside our community if the storm drain got back up. I received a call from your worker Raymond Gonzales and told the storm drain outside our gate was fine. But he and his co-worker Daniel Camacho were so kind and came inside our community to double check the drains in front of my house. It was dark and rainy, they went above and beyond, checking the storm drain and ran the long hose to the sewer drain outside of my home to ensure no blockage.

I truly appreciated both gentlemen's kindness, thoughtfulness to the senior community; definitely an asset to the City of Turlock and they shall be recognized.

THANK
you for
THE FANTASTIC
job you do
EVERY DAY.





WQC TREATMENT PLANT

MONTHLY SAFETY TRAININGS

WEEK	OSHA SAFETY TOPIC	TRAINING VIDEO	CRAIG SAFETY HANDOUT
O2	Hazard Communication Pt. 2	https://www.youtube.com/watch?v=yWF-w3CwmU	Hazard Communication Pt. 2
O3	Floor & Ground Hole Safety	https://www.youtube.com/watch?v=o7LUcSE0zFY	Floor_Ground Holes
O4	Machine Guarding	https://www.youtube.com/watch?v=1ol6de7-YjA	Machine Guarding
O5	Forklifts	https://www.youtube.com/watch?v=Q4HRL1Kvo_g	Forklifts
O6	IIPPs	https://www.youtube.com/watch?v=WRb3yyshbsw	Injury & illness Prevention Plan

January Safety Inspection to be completed by: Operations and E/M
 Employee assigned to the inspection: _____

DIVISION UPDATES

LABORATORY HIGHLIGHTS

- WIMS/Rio – Staff continue to update variables, build reports, and enter data in 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. Staff have created Rio spreadsheets in order to utilize the software for tracking industrial data, and ECI staff will begin using WIMS once the Pretreatment facility is fully set up. Utilities staff have joined Rio and generated a variety of spreadsheets for data management 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.



Upcoming projects within WIMS and Rio: 1) Rio Sample Manager – this module will allow a sample schedule to be built into Rio. By having sample dates and times tied directly to the samples and by keeping due dates and field data entry in one place, this will enhance traceability and efficiency. 2) Pretreatment capacity evaluation reports – having these capacity evaluation reports generate automatically in WIMS will streamline workflow by minimizing hand calculations being performed by staff. These reports will provide informational updates to industrial users about current TSS loading, BOD loading, purchase capacity, and reserve capacity.

- Healthy Central Valley Together SARS-CoV-2 (COVID) wastewater testing – COVID wastewater surveillance testing continues (see attachments for local results from the past 3 months). 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. On January 31st, Lab Supervisor Jeanne White participated in a panel for a virtual workshop led by the Healthy Central Valley Together academic team. During the panel, Jeanne and several other representatives from wastewater treatment facilities fielded questions about their experience participating in the HCVT sampling program.
- Lab Audit/Assessment Response – Lab staff received their audit findings report from the IAS assessor who conducted the lab assessment on 12/20/23. This report details the specific areas the lab needs to address in their quality system in order to be compliant with the new TNI-2 Standard (effective 1/1/24) that ELAP adopted. Overall, the report was very favorable and the findings are mainly concerned with additional documentation practices that need to be implemented. No findings affected data integrity or results generated by the lab. Lab staff are currently working on a corrective action report (CAR) for each finding; the CAR process involves determining the root cause of the problem, determining an appropriate response or course of action, and updating any necessary documents, such as the lab quality manual, SOPs, worksheets, and/or other QA/QC logs. The lab's CARs must be submitted within 30 days of receiving the audit findings report.
- Staff Promotion – Sara Breuss was promoted to a Lab Analyst II. Congratulations Sara!

MONTHLY LAB ANALYSIS

TYPE	WASTEWATER		DRINKING WATER		NEW CONSTRUCTION		INDUSTRY		LIQUID WASTE HAULER	
	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses
O2	96	967	44	51	2	8	18	182	4	20
O3	102	1,104	39	55	2	8	18	186	2	10
O4	96	1,076	34	47	0	0	18	181	2	10
O5	103	1,067	21	28	0	0	18	186	0	0
O6	103	1,020	20	27	0	0	0	0	1	6
TOTALS	500	5,234	158	208	4	16	72	735	9	45
COMMENTS	<ul style="list-style-type: none"> • Industrial Sampling - Week O2, O3, O4, & O5 • Monthly Compliance WW Sampling - Week O3 & O4 • Monthly Well Total Coliform Sampling - Week O2 • WQP Sampling - Terminal Tank Pump Station Week O2, O4, O6; AS/BS sites Week O4 									

MONTHLY TRAININGS, WEBINARS, & MEETINGS

WEEK	TOPIC
O2	<ul style="list-style-type: none"> • Healthy Central Valley Together (HCVT) Wastewater Meeting • City of Modesto Proposal review for Far-field and CEC project
O3	<ul style="list-style-type: none"> • WastewaterSCAN Stakeholder Meeting
O4	<ul style="list-style-type: none"> • System Monitoring Update Discussion - Confluence meeting
O5	<ul style="list-style-type: none"> • Beneath the Surface: Ethical Perspectives in Wastewater Monitoring (Webinar) • SRWA lab training - Colilert (Idexx)
O6	<ul style="list-style-type: none"> • 2024 PFAS State of the Union (Webinar) • Expanding Wastewater-Based Epidemiology for Public Health Action & Equity (Virtual Focus Workshop) • Supervisor/Manager Classification Study Orientation Session Meeting



ENVIRONMENTAL COMPLIANCE

- ECI staff collected 72 SIU samples which were brought to the lab for analysis (pH, EC, TDS, TSS, & BOD). Sample information, including autosampler temperature and composite sample pH, was input into Rio.
- Staff collected 9 liquid waste hauler (LWH) samples which were brought to the lab for analysis (pH, EC, TDS, total solids, volatile solids). LWH data was tracked and input.
- Staff performed 2 annual SIU inspections and 1 annual non-SIU inspection, generating 2 inspection reports.

MONTHLY ENVIRONMENTAL COMPLIANCE TOTALS

TYPE	INSPECTIONS/ SITE VISITS	GREASE INTERCEPTORS	PH COMPLIANCE/ CALIBRATIONS	PRE- DEVELOPMENT/ PLANNING/ MEETINGS	DATA ENTRY/ REPORTS	MAINTENANCE/ CLEANING	ADMIN./MISC.
TOTALS	6	5	3	14	52	9	5





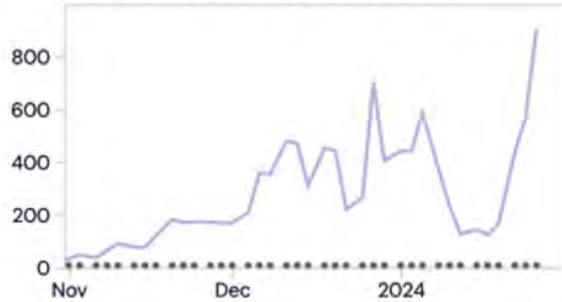
ATTACHMENTS

WastewaterSCAN Data - Last 3 Months

Data for last 3 months 10/31/2023 - 01/31/2024 (92 days)

SARS-CoV-2 High

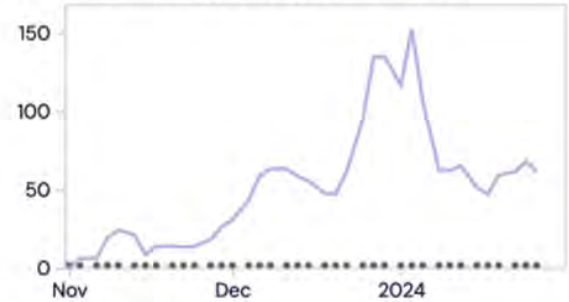
No trend in the last 21 days and high concentration



• Sample collected SARS-CoV-2

Respiratory syncytial virus (RSV) High

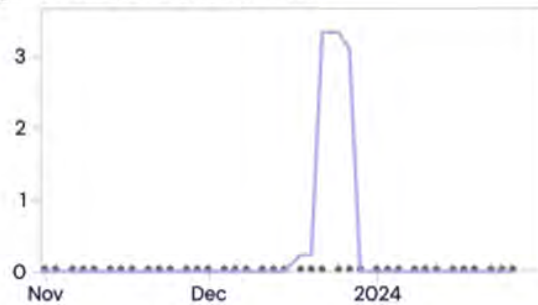
No trend in the last 21 days and high concentration



• Sample collected RSV

Influenza B Low

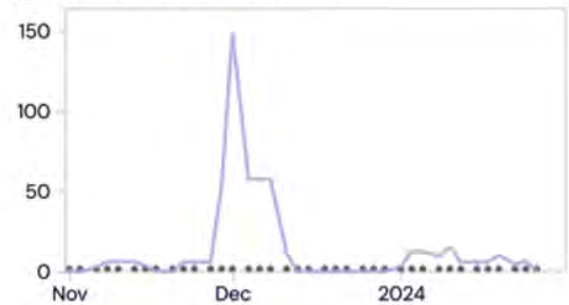
Pathogen is seasonal and not in onset



• Sample collected Influenza B

Human Metapneumovirus Low

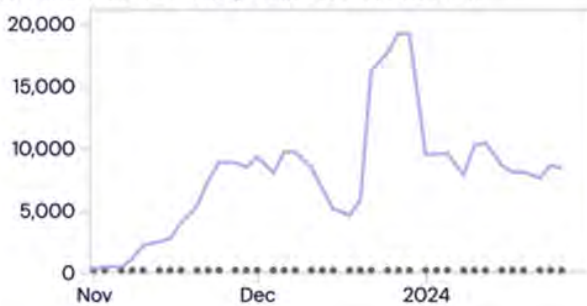
Pathogen is seasonal and not in onset



• Sample collected Human Metapneumovirus

Norovirus Low

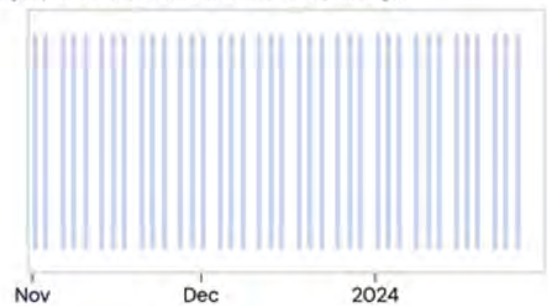
No trend in the last 21 days and low concentration



• Sample collected Norovirus

Candida auris Not Calculated

A category was not calculated for this pathogen

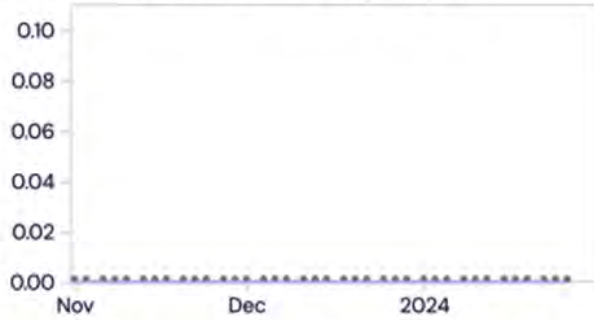


Level: ■ Not detected ■ Detected



EVD68 Not Calculated

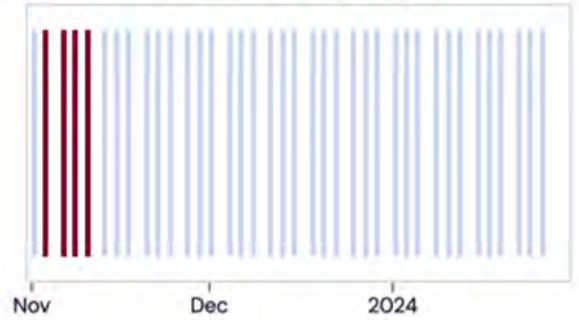
A category was not calculated for this pathogen



• Sample collected EVD68

Hepatitis A Not Calculated

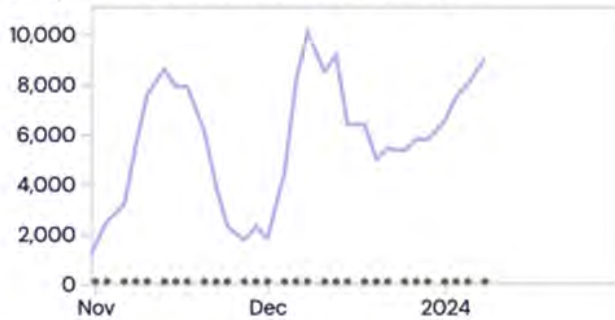
A category was not calculated for this pathogen



Level: ■ Not detected ■ Detected

Human Adenovirus Group F Not Calculated

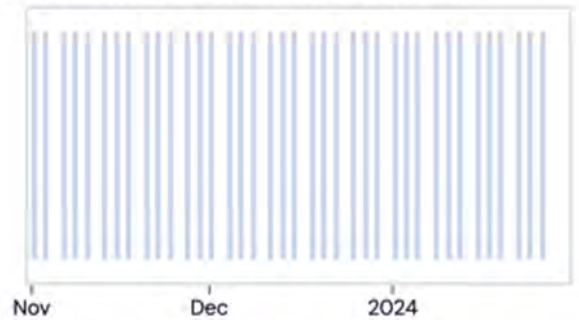
A category was not calculated for this pathogen



• Sample collected Human Adenovirus Group F

Mpox Low

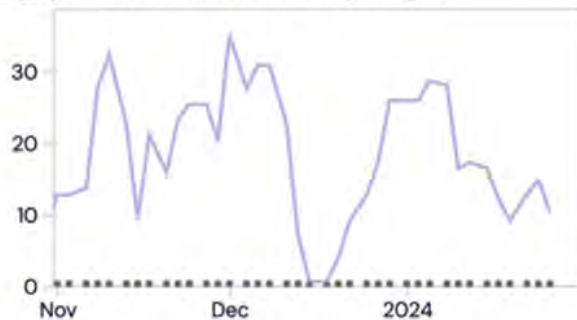
0 out of 5 samples in the past 10 days were positive



Level: ■ Not detected ■ Detected

Parainfluenza Not Calculated

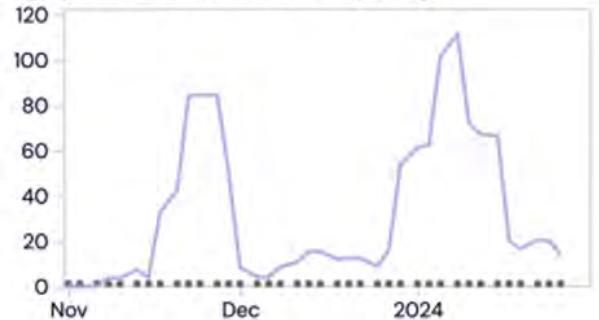
A category was not calculated for this pathogen



• Sample collected Parainfluenza

Rotavirus Not Calculated

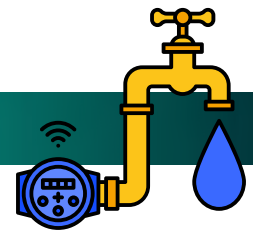
A category was not calculated for this pathogen



• Sample collected Rotavirus

All charts show quantity of nucleic-acids, PMMoV Normalized (x1 million)





UTILITIES

WATER	TOTAL
WATER SERVICE LEAKS	7
WATER MAIN LEAKS	1
WATER TAPS/NEW SERVICE	2
METER REPLACEMENTS/INSTALLS	22
METERS REPAIRED	15
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	110
MANUAL METER READS FOR FINANCE	2,559
CROSS CONNECTION/OCCUPANCY INSPECTIONS	18

STORM	TOTAL
CATCH BASINS CLEANED	19
STORM PUMPS CHECKED	24

SEWER	TOTAL
TOTAL SEWER FOOTAGE CLEANED	16,615 FT
SEWER PLUGS	11
SEWER LIFT STATIONS CLEANED	12
CLEAN OUTS INSTALLED	5
SEWER MAIN REPAIRS	0





A customer on S. Walnut Rd. was in need of a sewer cleanout, so staff jack hammered and used the Aquatech to excavate down to the sewer lateral. The customer had a crack down the top of their cast iron line, so as a courtesy, staff plugged the top of the pipe.



Staff arrived to a site on Vermont Ave. where the customer had their sewer lateral dug up about 50-feet from the curb into their driveway. They had their eel stuck in the line, and after customer removed it, staff televised the line to make sure everything was ok. Staff then determined that the customer has a belly a few feet back from the sidewalk to the main, and that they were needing a sewer cleanout on the city side.



REGULATORY AFFAIRS

Solid Waste

- Corrective Action Plan (CAP) - last task report submitted.
 - Waiting for Cal Recycle will start CAP closure process.
- SB 1383 Food Generators & Donators
 - Staff Working to comply by 12/2023 for Tier 1 & Tier 2 generators/donators.
 - R3 may be contracted to assist with compliance.
 - No update
 - RA team applied for SB 1383 Grant by November 15, 2023
 - Grant awarded and waiting for CalRecycle to distribute funds.
- Procurement/Purchasing Policy revision.
 - Provided comments to the Finance Department draft version.
 - No update.

Water

- 123 TCP Q3 Corrective Action Plan (CAP) – Revision(s) submitted to DDW
 - Well 8 – RA team submitted permit amendment to active well to system.
 - Operations team collecting Title 22 sampling.
 - Well 24 – Working to change permit status from Active to Inactive.
 - RA team working on permit amendment.
- 123 TCP Grant Application
 - DFA suggested COT submitted final 3 packages (good candidate) for grant.
 - Working with Provost and Prichard and West Yost to review scope of work.
- 123 TCP Plume Study Scope of Work Cost Review.
 - RA team working on contract/scope of work/memo for signatures.
 - Pending Chris Fisher’s approval and then route to CM
- Terminal Tank & System Improvements
 - Waiting for DDW to issue final permit to operate improvements.
 - Regulator is out until the end of February 2024.
- LSLi - Pending operations to identify the remaining on list.
 - RA will submit before August 2024
- LCR – RA team reaching out to City for participants.
 - RA team sending out result letters and working on DDW reports.
 - Due Q1 2024..

WQC

- MS4 Business Self Certification Letters for Annul EAR -
 - o Complete
- CASQA/SJVWQP - Working with Condor Earth to provide cost benefit analysis for Track 1 & Track 2
 - o (No update)
 - o SJVSSWQP - No update
- Downtown PCE Mitigation Project - Proposition 1 Grant
 - o DOF reduced contribution amount since budget was also lower than expected.
 - Waiting for funds to be disrupted.
 - o Reviewed with Finance Department for RFP process
 - Engineering team taking lead on the two new wells.
- Hazardous Waste - 90% disposed and posted “No batter collection” signs at fire stations.

SRWA

- Acceptance Testing/Commissioning coming to an end.
 - o Expected end date - March 2024.

OUTREACH

- RA team is campaigning to Turlock Unified School District for Go Green week.
 - o March 11 - 14, 2024
 - o Proclamation on Council Date 2/27/2024.
- Bill insert(s):
 - o RA team working on calendar schedule with topics.

TRAINING

- N/A





Municipal Services Current Project List March 2024



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project	Area	Category
Downtown Turlock PCE Project	Juan Tejeda	March 2024	Feb-26	Waiting for State funds to be released by SWRCB - DFA	Drinking Water	EH&S
123 TCP Well Assessment, Rehabilitation, Treatment, etc....	Juan Tejeda & Carlos Guerrero	Jul-23	Feb-26	Waiting for State funds to be released by SWRCB - DFA	Drinking Water	EH&S
123 TCP Plume Study	Juan Tejeda	Jul-23	Jul-24	Scope of Work Awarded (Carollo Engineering) Waiting for CM approval	Drinking Water	EH&S
SRWA Integration Campaign	Juan Tejeda	Jul-23	March 2024	Scheduling final stages of Commissioning	Drinking Water	Operations and Maintenance
City of Turlock Water System EAR	Juan Tejeda	Feb 24	April 24	Gathering Data for Report	Drinking Water	EH&S
SRWA EAR	Juan Tejeda	Feb-24	Apr-24	Gathering Data for Report	Drinking Water	EH&S
Storm Drain Trash Capture Device – MS4 Compliance	Juan Tejeda	Ongoing	Oct-30	Waiting for Sewer Rate Study and Master Plan	Storm and Sewer	EH&S
Water System Improvements and SRWA Source Permitting	Juan Tejeda	Jul-22	Mar-24	Permit submitting (Temporary Approval Letter) after acceptance testing and sampling, final permit will be issued by DDW.	Drinking Water	EH&S
City of Turlock Consumer Confidence Report	Juan Tejeda	Mar-24	Jul-24	Gathering Data for Report	Drinking Water	EH&S
Well 8 DDW Permitting	Juan Tejeda	Oct-22	Mar-24	Submitted to SWRCB - DDW for review. Title 22 sampling and analysis before approved by DDW.	Drinking Water	EH&S
Solid Waste CAP	Juan Tejeda	Jan-23	Mar-24	Calrecycle to start CAP closure.	Solid Waste	EH&S
SB 1383 Food Generators Compliance	Juan Tejeda	Jan-23	Mar-24	Waiting on outreach efforts for full compliance. submitted grant application with designee resolution. Waiting for grant award.	Solid Waste	EH&S
Lead Service Line Inventory	Juan Tejeda	Jan-24	Aug-24	Waiting for Operations team to inspect last few service lines.	Drinking Water	EH&S
LCR Survey	Juan Tejeda	Jan-24	Mar-24	Mailing out result letters to participants and data sheets to SWRCB -DDW	Drinking Water	EH&S
NPDES Self Certification Forms	Juan Tejeda	Jan-24	Feb-24	Send Out Certified Mail and track responses.	Solid Waste	EH&S
Expenditure for City/County Program	Juan Tejeda	Jan-24	Apr-24	Gathering Data for Report	Solid Waste	EH&S
Water and Energy Efficiency Grants - Meters	Juan Tejeda	Feb-24	Oct-24	Gathering Data for Grant Application	Drinking Water	CIP
Planning and Project Design Grants - WQC	Juan Tejeda	Feb-24	March 24	Gathering Data for Grant Application	WQC	CIP
Cooperative Watershed Managment Program - Phase1 - WQC	Juan Tejeda	Feb-24	Sept 24	Gathering Data for Grant Application	WQC	CIP
City Wide Chlorination	Carlos Guerrero	Jul-05	Feb-24	Telstar is finalizing communication setpoints. Also finalizing invoices and payments to complete the project.	Drinking Water	CIP



Municipal Services Current Project List March 2024



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project	Area	Category
Terminal Tank 2.38 million gals	Carlos Guerrero	Jul-05	ongoing	Working on the process of the Operational Period with MCI. Configuring SCADA controls, pump controls, and pressure set points within the distribution system.	Drinking Water	CIP
Water Master Plan	Carlos Guerrero	May-23	ongoing	The Hydraulic Model is still pending. Carollo staff still working on the master plan.	Drinking Water	Operations and Maintenance
Roads Program	Carlos Guerrero / Fred Pezeshk	Jul-05	ongoing	Ongoing with Fred Pezeshk, city crews televising sewer mains to inspect areas of concerns.	Storm and Sewer	Operations and Maintenance
Turlock GSP Dianne Pond - TID	Carlos Guerrero / Wes Miller - TID	Jul-23	ongoing	Groundwater recharge will resume in March as TID will start adding water in the 127.5-acre feet of the stormwater basin. The purpose of this project is to replenish water and have it ready and available to distribute into lateral 4.	Drinking Water	
Water Well #29 project	Carlos Guerrero	Jul-23	12/2023 – 1/2024	Project is still pending. Provost & Pritchard will be putting out a RFB.	Drinking Water	
Offsetting Water project - TID	Carlos Guerrero / Bill Penny - TID	Jul-23	ongoing / seasonal	Well, #28 has been completed and is ready to discharge to waste. Don Pedro assessed the pump at SRWA, maybe too expensive and now has well #35 ready to discharge to waste.	Drinking Water	
Well Rehabilitation on 5 wells	Carlos Guerrero / Juan Tejada	Aug-23	ongoing / 2026	Working with Wood Rodgers on wells that exceed the MCL limit of 123TCPs for rehab and to be out of compliance. Wells #4, #35, and #19 have been capped off and are no longer tied into the system. #36 and #24 will need further evaluation. CG 2-23-24	Drinking Water	
Surface & Groundwater Study	Carlos Guerrero	Dec-22	ongoing	Samples and water quality parameters are still being checked monthly by Confluence. As we enter the next commissioning phase.	Drinking Water	
Sewer System Management Plan (SSMP)	Carlos Guerrero	May-23	ongoing	Will need to budget next fiscal year to have Engineering update the GIS sewer system.	Storm and Sewer	
Hazardous Materials Business Plan (HMBP)	Carlos Guerrero	Jun-23	Feb-24	Condor Earth will conduct an onsite field inspection of Corp Yard and will have Public Works take on the responsibility of Corp Yard and Fleet Maintenance HMBP's.	Storm and Sewer	
5-year Capital Improvement Projects	Carlos Guerrero, Stephen Fremming	May-23	ongoing	Having monthly meetings with Engineering Dept on current CIP projects	Storm and Sewer	CIP
Biotower Distributor Rehabilitation Project	David Huff	Feb-23	COMPLETE	Project was a success and staff successfully maintained water quality through the project.	Storm and Sewer	
In-plant Drain Rehabilitation Project	David Huff	Apr-23	Jun-23	Project awarded to contractor at the November 12th council meeting. Waiting on better weather conditions to issue the Notice to Proceed.	Storm and Sewer	



Municipal Services Current Project List March 2024



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project	Area	Category
Chemical Storage Rehabilitation Project	David Huff	Jan-23	Apr-23	After several construction delays, the contractor is remobilizing to complete the project. Contractor is currently testing the instrument and controls and staff expects to start acceptance testing in march.	Storm and Sewer	
SCADA System Upgrade at Wastewater Treatment Facility	David Huff	Aug-23	Jun-24	The contractor has completed about 75% of the SCADA slides. Staff anticipates the remaining slides to be developed by the end of April.	Storm and Sewer	
Flotator Rehabilitation Project	David Huff	Jan-23	Dec-26	Design is at 95%. Developing finance strategy pending sewer rate evaluation.	Storm and Sewer	
Network Replacement at Wastewater Treatment Facility	David Huff	Sep-23	Complete		Storm and Sewer	
Update 5-year CIP for Sewer/Storm/Wastewater	David Huff, Carlos Guerrero	Jan-23	Complete		Storm and Sewer	
Sewer Rate Evaluation	Chris Fisher, David Huff, Carlos Guerrero	Jan-23	Jul-24	Sewer rate consultant to finalizing the sewer rate study and is preparing to present the information at an upcoming city council meeting/workshop.	Storm and Sewer	
Department Staffing Study	David Huff, Carlos Guerrero	Aug-23	Apr-24	Sewer staffing study is complete. Staff and consultant are currently working on the water division.	Storm and Sewer	
Secondary Clarifier No. 4 Recoating project	David Huff	Jan-23	Aug-24	Completed bid documents and staff anticipates the project will go out to bid in march.	Storm and Sewer	
Annual Performance Evaluation for Wastewater Treatment Facility	David Huff	Jul-23	Complete		Storm and Sewer	
Annual Operating Plan for the Wastewater Treatment Facility	David Huff	Aug-23	Complete		Storm and Sewer	
Develop Unit Process Operating Strategies for every major unit process	David Huff	Jul-23	Jul-24	Completed 3 UPOS. Project target is currently 1 per month.	Storm and Sewer	
Develop Instrumentation and Control Supervisor and Journal Level Position	David Huff	Jan-23	Jan-23	Job description complete. Pending HR/TCEA approval	Drinking Water	
SRWA Staffing	Salena Estrada	Jul-23	Jan-23	Advertisement campaign initiated	Drinking Water	Labor Force
SRWA Critical Spares	Salena Estrada	Nov-23	Feb-24	Currently working on a critical spare list with Jacobs Engineering to develop as material stocking strategy	Drinking Water	Operations and Maintenance
SRWA Asset Care Plans	Salena Estrada	Nov-23	Feb-24	Working with Jacobs on Equipment Taxonomy for CMMS and creating preventive maintenance schedule for assets.	Drinking Water	Operations and Maintenance
SRWA SOP Creation and Validation	Salena Estrada	Sep-23	Dec-23	Validating Standard operating Procedures are complete and accurate for Surface Water Treatment Plant	Drinking Water	Operations and Maintenance
SRWA Acceptance Testing	Salena Estrada	Nov-23	Dec-23	Working with Jacobs to fully test all equipment and processes for the Surface Water Treatment plant.	Drinking Water	Operations and Maintenance

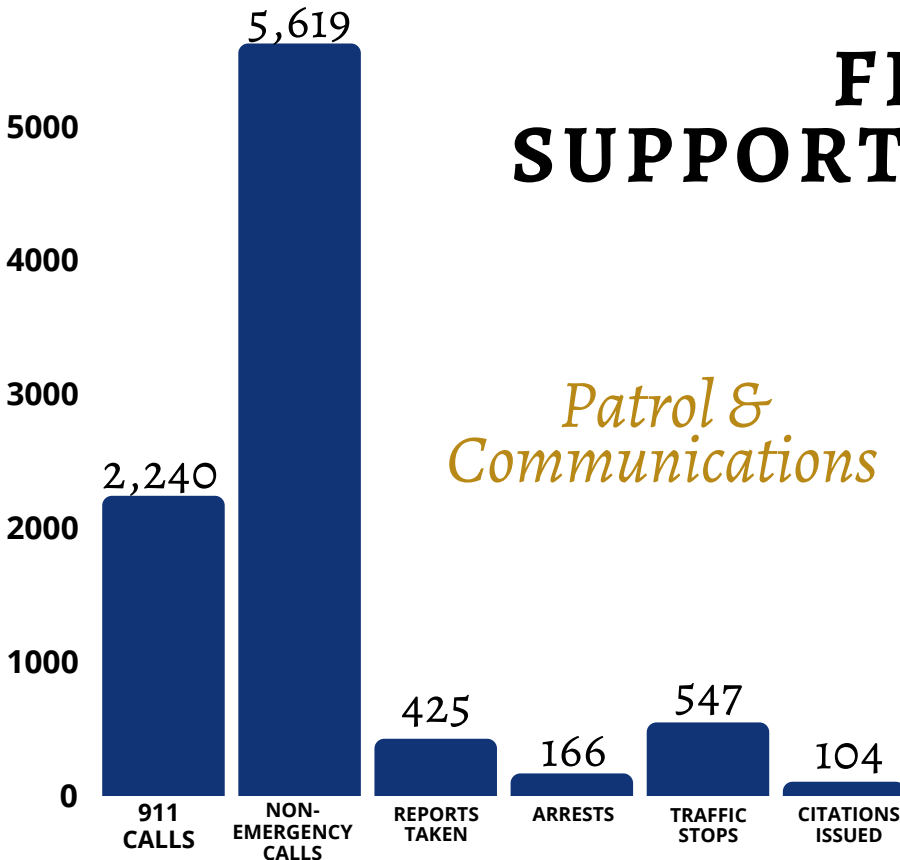
MONTHLY CITY MANAGER'S REPORT

February 2024



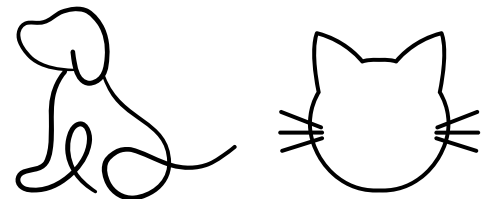
ADMINISTRATION

- TPD had three Police Officer Trainees graduate the Stanislaus Regional Training Academy. They were sworn in on Monday, **February 12, 2024**. We are happy to welcome, Ismael Macias, Joshua Ottis and Jose Becerra to the team!
- On **February 20, 2024**, the Veterans of Foreign Wars (VFW) recognized the Officer of the Year, Richard Fortado, the Employee of the Year, Melanie Suffecool and the Volunteer of the Year Scott McCaskill. Each year, the VFW serves the award recipients dinner and presents them with a plaque to recognize the hard work and honor their service. This year, the American Legion also recognized the Officer of the Year. Turlock Police Department appreciates these two organizations taking time honor of these three dedicated law enforcement professionals.
- TPD began its Community Academy on **February 21**. Over the next eight weeks, 13 members from the community will have an in-depth view into various areas and specialized units of law enforcement. It is an educational and informative program that gives citizens the opportunity to learn about the issues that affect law enforcement efforts in Turlock, and how to develop a partnership with the police department.



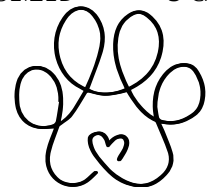
FIELD & SUPPORT OPERATIONS

Animal Services



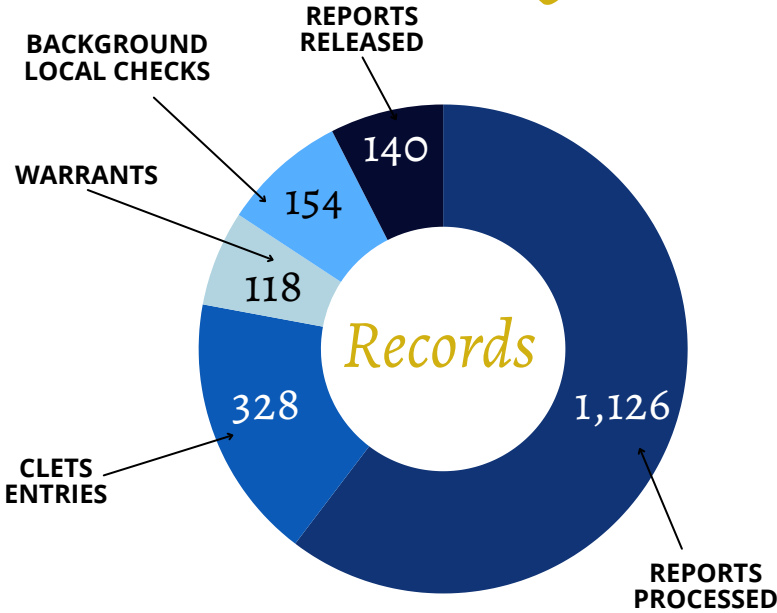
46 DOGS SEIZED

5 CATS SEIZED



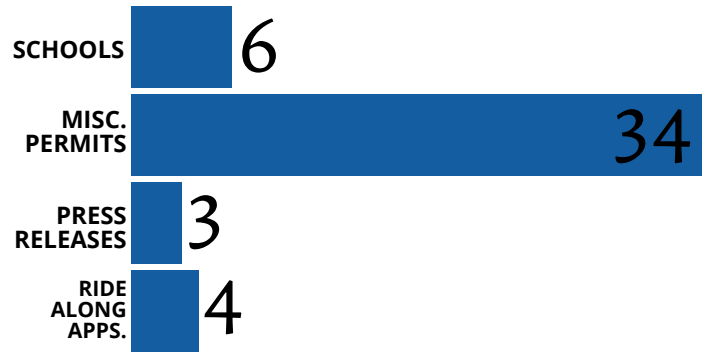
30 ANIMALS ADOPTED/RETURNED TO OWNER/TRANSPORTED TO RESCUE.

February 2024

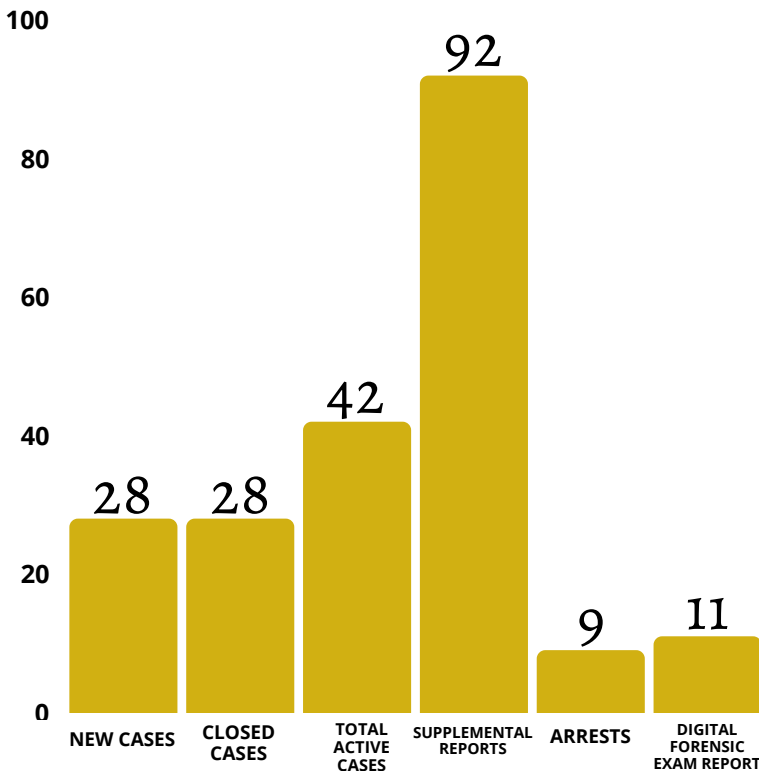


SPECIAL OPERATIONS

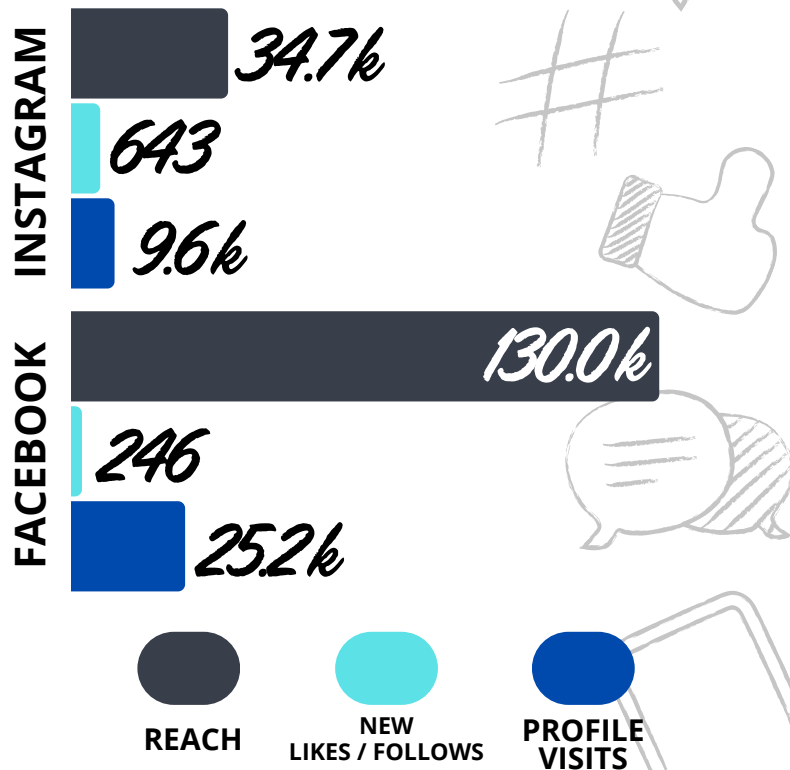
Professional Standards



Detectives



Social Media



Police Department

Current Project List



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
LPR Project	Special Operations	9/1/22	Completed	Cameras are installed and providing data
Sideshow Ordinance	Special Operations	1/1/23	Completed	Ordinance adopted in February of 2023
Axon Interview Rooms	Special Operations	7/1/22	Completed	Cameras Installed
Leeds Property Search Software	Special Operations	7/1/23	Completed	Program Running
Fusus Real Time Crime Software	Special Operations	8/16/23	Ongoing	Dashboard is running and some business cameras are on line. City sponsored funding has been approved and outreach is underway. Connect Site is active and messaging has been given to the community. Core staff will be trained in program use. Project will be ongoing as it is scalable.
Rapid DNA Agreement	Special Operations	8/1/23	Feasibility will be evaluated for 24/25 fiscal budget.	Formal agreement should be in place prior to allocating funding. The Sheriff's office has agreed to the use of technology if need arises prior.
Firearms Replacement	Special Operations	7/1/23	4/1/24	RFP approved. Vendor selected. Some equipment has arrived.
Clearview A.I. Recognition Software	Special Operations	7/1/23	Completed	Software has been purchased. Policy has been issued
Surveillance Camera Enhancements	Special Operations	7-1-23	Anticipated completing date March 15, 2024	System has been identified. Equipment has been received. Waiting for installation of SIMS cards.
New Ripa Reporting Requirements Implemented	Special Operations	3-1-23	Completed	Testing phase completed. Onboarding completed. Go live date of 1-1-24
Investigations Unit Analyst	Special Operations	11/10/23	Completed	Create New Position to assist with technology based Investigative support
New Camera Purchases	Special Operations	7/1/23	Completed	Purchase newly funded cameras to assist Investigations
Enhanced Property Room Monitoring	Special Operations	7/1/23	Completed	Install Monitoring System for refrigeration system in Property and Evidence
Ticket Writer – Crossroads	Field Operations	04/2023	03/2024	Project completed.
Reserve Program / Police Officer Extra Help – Part-time	Field Operations	04/2023	04/2024	Job description written and sent to HR for final review. Now sent to legal for final approval. Still waiting on final approval from Legal.
UAS Program – Drone Vehicle Purchase and Outfitting	Field Operations	08/2023	10/2024	Currently beginning the sourcing of the drone vehicle and its associated equipment. PO sent to the dealership. We will be purchasing a Ford transit van.
Social Host Ordinance	Field Operations	N/A	Completed	Project completed.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Radio Encryption	Field Operations	02/2023	07/2024	Final quote received. Discussion to be had on if we should move forward.
Department Wide Fleet Purchases	Field Operations	06/2023	06/2024	Purchasing of patrol and unmarked vehicles. Also responsible for outfitting all new vehicle with equipment. Purchased four patrol Durangos, one Durango for detectives, two Ford F150's and one Silverado. The Durango for detectives and Silverado for Code Enforcement have arrived. The Durango has been outfitted. Will be working on outfitting the Silverado next.
Animal Control Rescue Coordinator Recruitment and Appointment	Field Operations	06/2023	Completed 10/20/23	Completed – Candidate was hired 10/2023.
Community Academy	Field Operations	08/2023	02/2024	Topics of discussion have been approved. We will begin recruiting for this around the beginning of November 2023. On track and social media posts have begun to advertise it. This has been completed and ready for implementation.
Transit Patrol – TPD Code Enforcement Officer Allocation	Field Operations	03/2023	06/2023	Completed. Code Enforcement Officer has been allocated to work for transit related calls for service at 20 hours per week.
Drug Prevention/Education-Marijuana	Field Operations	09/2022	On-going	TPD staff is actively working with Public Works/Recreation staff to keep this program running.
Animal Control Officer -Recruitment and Appointment	Field Operations	06/2023	Completed	Completed – New ACO was appointed 09/2023.
TUSD Safety Plans	Field Operations	06/2023	12/2023	TPD staff is collaborating with TUSD staff to complete this project and mapping of the schools. Safety plan has been received from TUSD. This is has been completed.
Blue Santa	Field Operations	08/2023	12/2023	Program is in full implantation and is going well. This has been completed.
Weekly Homeless Encampment Cleanups	Field Operations	N/A	On-going	This project is on-going and is conducted on a weekly basis.
Military Use Policy	Field Operations	N/A	03/2024	Maintain data tracking. The plan is to bring the Annual Report to council in March of 2024. Annual Report is set to be presented at City Council on March 12, 2024.
TPD Job Fair	Field Operations	04/2023	Completed 06/2023	Completed. Hosted a job fair to recruit for various positions throughout the department.
SWAT Vest & Equipment Replacement	Field Operations	07/2023	12/2023	This went out for RFQ. Received winning bid. Safe is working with finance to ensure this purchase is successful. This has been completed.
TPD Recruitment Efforts	Field Operations	N/A	On-going	TPD recruitment team is working together to ensure we are attending academy and recruitment events that will increase our applicant pull.
Office of Traffic Safety Grant	Field Operations	10/2022	09/2024	Purchase of new DUI Enforcement Trailer and equipment. Purchasing will begin on 10/1/23.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Training Manual Update – CSO's & Cadets	Field Operations	07/2023	Completed 09/2023	Updating training manual for CSO's and Cadets. These both have been completed.
Probationary Training – Officers	Field Operations	07/2023	On-going	Putting together outline to provide more training to officers who are on probation. This is to assist with growth among those officers.
Revision of Sergeant Training Guide	Field Operations	07/2023	05/2024	Working on updating the sergeant's training guide.
TPD K9 – City Website Update	Field Operations	08/2023	11/2023	New language written and approved, editing photos. This has been completed.
Blood Borne Pathogens Control Plan - Update	Field Operations	06/2023	On-going	Document was updated and sent to Risk Management. Awaiting response.
Conduct Comprehensive Beat Assessment	Field Operations	05/2023	03/2024	Stats are gathered for the call volumes for each beat. Will be meeting with TPD staff to review information and determine course of action. This meeting with staff has been set for 12/04/23. This has been completed with final implementation being on 3/06/24.
TUSD Knox Box	Field Operations	06/2023	05/2024	Updating the location / access to the Knox box locations at all the schools to ensure they are easily accessible to PD. PD is working with TUSD staff to do an assessment.
CHAT Team Unit	Field Operations	11/2023	10/2024	Staff is working with county representatives to obtain funding to create a new CHAT Team, similar to what MPD is currently deploying. Staff is working toward obtaining a 3.5 million grant to hire a total of new 5 staff members to fill this unit. One supervisor and four staff members. Presentation to county representatives is set for 3/26/24 to determine if the funding is going to be approved.
IQ Search	Support Operations	February 2023	Date pending	Waiting for vendor to update data.
CAD Upgrade	Support Operations	April 2021	Pending Vendor	Last update complete. Working to upgrade to 23.1 which was released in December 2023.
Mobile UX Configuration	Support Operations	January 2024	March 2024	Field Ops, CSUS and Fire are configuring their side. Once complete, testing will begin
Next Gen 9-1-1	Support Operations	8/26/2019	On-going	Pending details of CSUS Site and upgrades to PD Site once approved by State.
DOJ Audit	Support Operations	6/2023	Completed 12/2023	Complete
NIBRS Project and Certification	Support Operations	May 2022	Completed 9/21/23	Certificate received
Records Retention Purge	Support Operations	August 2023	July 2024	The Records division has a 5-year backlog of retention that they are beginning to purge per the retention policy.
Citizen Reporting Module	Support Operations	June 2023	May 2024	Kick-off meeting scheduled for first week of February.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Non-Sworn Uniform Policy Update	Support Operations	January 2023	Completed September 2023	Policy Approved
Cadet Program Expansion	Support Operations	July 2023	On-going	Increasing program by 4 Cadets to begin a recruitment effort for PO Trainees
JAG Grant	Support Operations	August 2023	September 2024	Application accepted by JAG. Council approved and grant signed.
Officer Wellness Grant	Support Operations	July 2023	October 2025	Pending Project expenditure. Reporting annually until 2025.
ABC-OTS Grant	Support Operations	September 2023	August 31, 2024	Application approved. Council Approved. Pending Operations being scheduled.
Vehicle Outfitting RFP	Support Operations	January 2024	June 2024	RFP to replace Lehr as the vendor to outfit vehicles for PD fleet.
Radio Maintenance Agreement	Support Operations	October 2023	June 2024	Delta Wireless cancelled contract as of 10/31/23. Entered into agreement with Motorola. RFP likely to begin February 2024.



PUBLIC WORKS

ENGINEERING | MAINTENANCE
RECREATION | FLEET | TRANSIT

CITY MANAGER'S MONTHLY REPORT

February 2024

CONGRATULATIONS TO THE FOLLOWING EMPLOYEES WHO
WERE HIRED OR RECEIVED PROMOTIONS THIS MONTH:
JOSE SALGADO, MAINTENANCE WORKER I

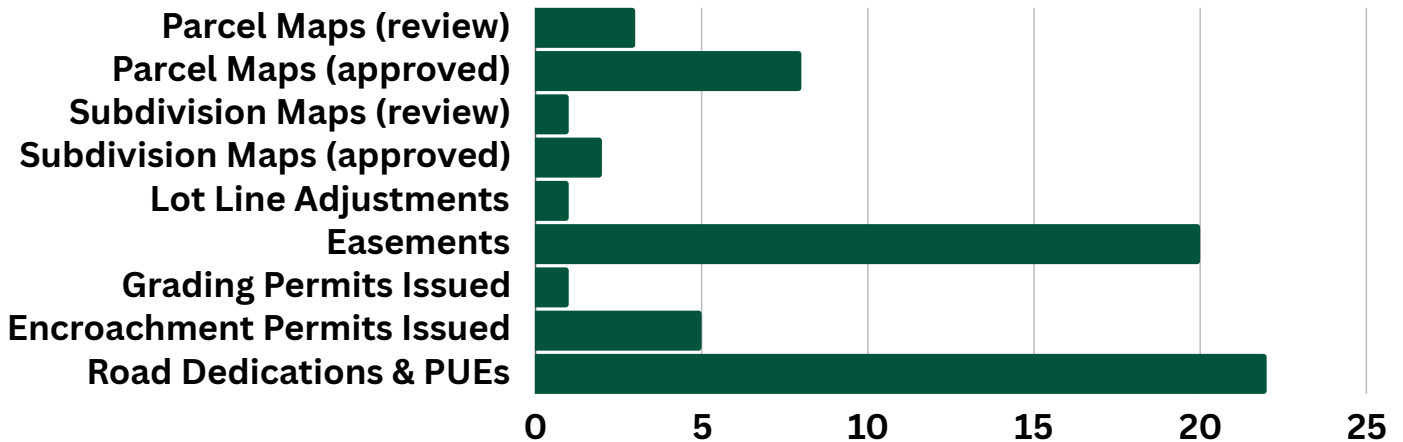
ENGINEERING

LAND DEVELOPMENT

DEVELOPMENT PROJECTS

Improvement Plans In Review: **16**
Approved, but pending other City
requirements: **32**

ACTIVE SUBMITTALS



CAPITAL PROJECTS

ROADS PROGRAM

Cal Valley Construction, Inc. has suspended paving operations due to weather. Once weather permits, Carrigan Street, Old Vineyard Road, East Avenue (except for area within the County right-of-way), Park Street and the remainder of Julian Street (from Grant Avenue to N. 1st Street) will be paved.

On February 27, 2024, the City Council approved Master Agreements for Construction Management and Inspection Services for Roads Program with three consulting firms: CCME, Inc.; Mark Thomas & Company, Inc.; and NV5, Inc.; and subsequently, approved task orders to each firm to begin their services on the twenty-two (22) streets segments that will go into construction this year.

During the same meeting, the City Council also approved task orders for the design of a multitude of street segment so that they could be designed and constructed through 2026. The Roads Program webpage is in the process of being amended to reflect all of these updates.

CP 18-67: WATER MAIN AND SEWER REPLACEMENT 2023

This project is currently under construction with the work being performed by Knife River Construction. The water main on Julian St. was completed in January 2024, and the contractor installed the majority of the water main on Park St. in February 2024. Work on Park St. will wrap up in March and the contractor will then continue on to Grant Ave.



CP 19-51: COLUMBIA POOL IMPROVEMENTS

Bobo Construction, Inc., the overseeing contractor, has initiated the site preparation, which include grading and demolition tasks. Adverse weather conditions like rain can impede construction progress; nevertheless, we remain hopeful that conducive weather conditions will prevail, facilitating a prompt project completion.

CAPITAL PROJECTS

CP 22-037: FIRE STATION NO. 32 & 33 REROOF

The enhancements for this project are substantially complete; staff kindly request that the Council authorize the City Engineer to file a Notice of Completion.



FLEET

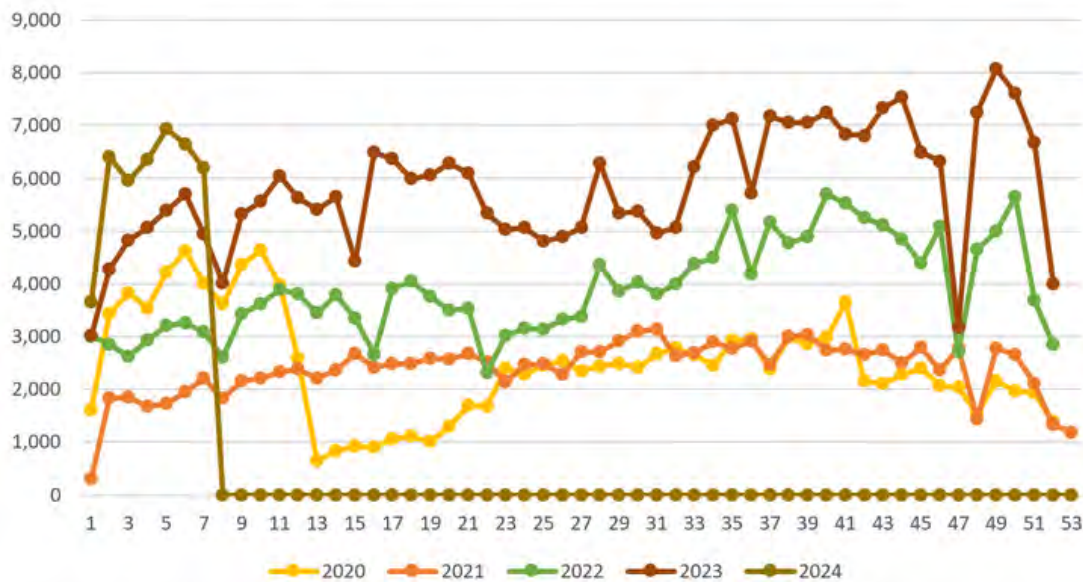
In February, the Fleet Division successfully processed 244 work orders for the maintenance and repair of city vehicles and equipment. Additional tasks accomplished during this period include clearing out obsolete items from the facility, decommissioning two outdated lifts to enhance safety, planning for the forthcoming fiscal year's budget, procuring new parts and equipment to enhance safety and productivity in the workshop, equipping new vehicles with necessary components for staff usage, readying decommissioned vehicles for auction, and installing two new sinks to facilitate post-job cleanup procedures.



TRANSIT

Turlock Transit is experiencing notable growth in ridership across its various modes, particularly evident in the Fixed Route service. In the week of 2/12/24, Turlock Transit facilitated 6,199 individual trips across its seven routes, indicating a 25% rise compared to the corresponding period in the previous year (4,946 trips). It is important to note that ridership levels may vary throughout the year, typically surging during promotional events and declining during holiday weeks when transit services are reduced.

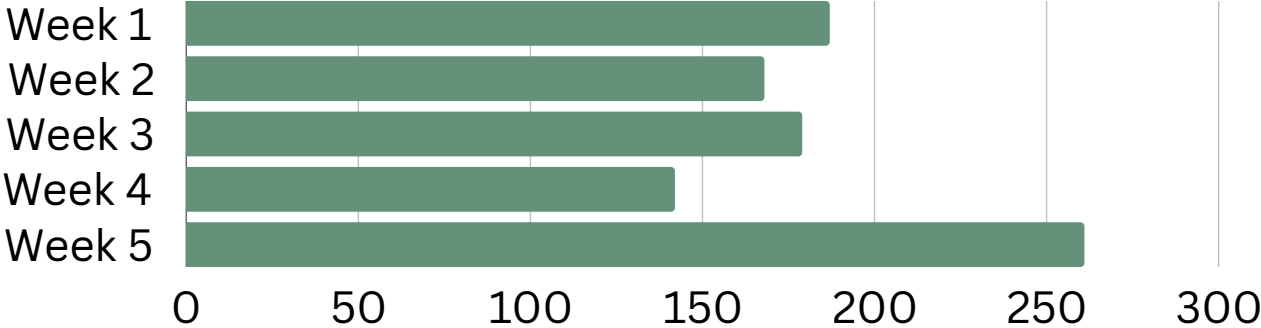
Annual Fixed Route Ridership Systemwide



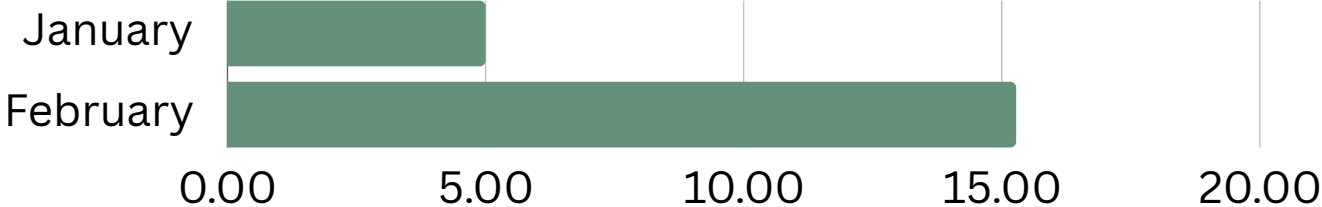
- Collaborating with other City departments, the transit staff has completed the compilation and submission of essential documents required by the Federal Transit Administration (FTA) for the City's Recipient Information Request (RIR). This submission marks the initial phase of a Triennial Review process, leading to an on-site review in mid-August 2024.
- Progress continues on preparations for Go Green Week, an initiative that will offer complimentary rides to fixed route and paratransit passengers. Additionally, transit staff will conduct on-site presentations at local schools during the event, promoting public transport to students.
- Transit staff members have secured attendance at the Turlock Unified School District's (TUSD) Festival on the Green event at Pitman High School on March 16, 2024. This event, scheduled at the culmination of Go Green Week, will enable outreach to high school students and their families, fostering awareness and encouraging the utilization of public transit.

MAINTENANCE STREETS

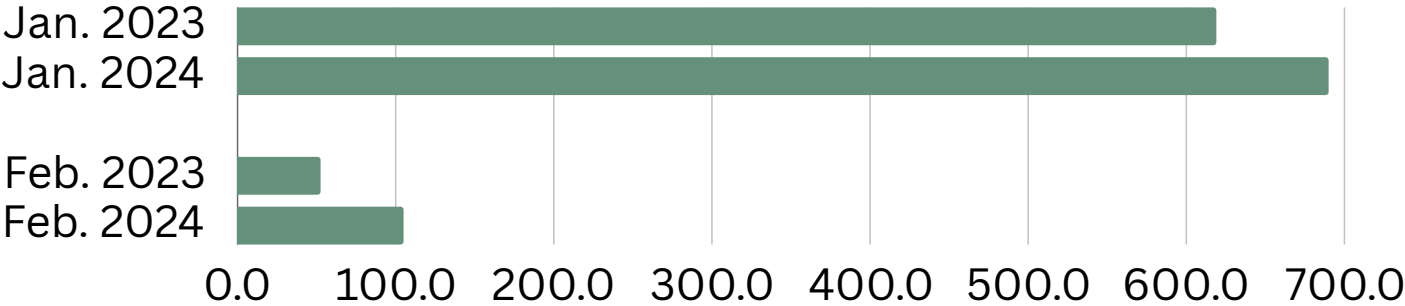
POTHOLES FILLED IN FEBRUARY



ENCAMPMENT REFUSE CLEANED UP, IN TONS



LEAVES PICKED UP, IN TONS*



*The Leaf Pick-Up Program ends in late January/early February.

Maintaining the Streets During the Rainy Season

Our Streets team has taken a proactive approach to street maintenance during the rainy season. By collaborating with customer service staff, we've compiled a list of areas to check regularly throughout the season. We urge all residents to report potholes by using the pothole reporting tool on the City's website or by contacting the Recreation office with the necessary information. Here are the contact details:

- Email: Recreation@turlock.ca.us
- Phone: 209-668-5594



MAINTENANCE STREETS



OTHER STREETS DUTIES

The Streets Team engaged in a diverse array of tasks, including fence repair at the intersection of W Main Ave and Soderquist Dr, crafting sandbags for inclement weather, installing fresh thermoplastic markings and signage at the junction of Colorado Ave and Yosemite Ave, tending to weed control on medians, and undertaking sign maintenance and replacement, among other associated duties.

Another notable achievement was their clean up and removal of 89.17 tons of downed trees that fell as a result of the wind storm at the beginning of February; this feat was accomplished by the entire maintenance team.

PARKS

The Parks team successfully completed the following tasks alongside their regular responsibilities:

- Pressure washed and painted the interior of restrooms at Broadway and Columbia Parks.
- Assisted in storm cleanup efforts, notably at Pedretti and Donnelly Parks, as well as Christofferson Storm Basin.



MAINTENANCE FACILITIES



The Facilities team completed a range of tasks in February, including:

- Addressing graffiti at the Yerby Center and Glenwood Pond
- Installing a new sink at Fleet
- Installing a new urinal at WQC
- Realigning a bus bench and concrete trash can at the bus stop #169 on S. Berkeley
- Replacing a door hinge at the Senior Center
- Repairing gates at City Hall
- Replacing a trash can downtown
- Repairing leaks at City Hall, Senior Center, and in the Police Department training room
- Fixing a torn net at the Public Safety Center
- Replacing an AED battery at City Hall
- Replacing an irrigation systems at the Senior Center and bike path on Knoxley Dr
- Fixing the door and toilet in the women's restroom at Transit
- Removing a fallen tree at Glenwood Pond
- Recycling the gas from the generator at the Public Safety Center
- Clearing and propping up sections of fencing and trees affected by storms

RECREATION

BEFORE/AFTER SCHOOL PROGRAMS

The programs continued operating at near-maximum capacity on a daily basis during February. To continue to have sufficient staff, ongoing recruitment efforts targeted the hiring of additional part-time staff for both the PLAY and ASES programs. Program sites strategically organized activities aligned with weekly themes such as Valentines, Presidents' Day, and Dr. Seuss. Inclement weather prompted sites to pivot towards indoor activities, fostering engagement and exploration among participants.

A diverse array of activities including arts and crafts, games, entertainment, homework assistance, physical activities, and recreational pursuits were made available to participants. Program closures were scheduled on February 15, 2024 and February 19, 2024, in observance of Turlock Unified School District holidays.

Through a recent partnership agreement with the Turlock Unified School District (TUSD), Expanded Learning Opportunity Programs (ELOP) were introduced at various elementary sites. These programs featured engaging hands-on lessons facilitated by the Great Valley Museum under the theme "Animal Adventures," offering students an interactive experience with live animals. The curriculum encompassed discussions on various species, their habitats, and the importance of wildlife conservation.

Effective January 8, 2024, all after-school and kindergarten Positive Leisurely Activities for Youth (P.L.A.Y.) programs received funding from T.U.S.D. and E.L.O.P. Registration and enrollment procedures were streamlined to accommodate an increased number of participants across all sites.



RECREATION, CONT'D

CLASSES, SPORTS, AND TOURNAMENTS

The Spring Self-Defense class registration is currently available, with classes scheduled to begin next month at the Turlock Senior Center. The program includes courses tailored for New Beginners, Yellow & Orange levels, as well as Purple and Above proficiency levels.

The dance registration commenced on January 4th and classes began on January 22nd, attracting a total of 99 participants spanning from the 2 Years Baby & Me category to Ballet 2 for 16-year-olds. These classes take place at the Turlock Community Theatre on Wednesdays and Thursdays, with the session concluding on Friday, April 12th, culminating in a dance recital.

Spring Adult Softball began the week of February 27th, with 73 teams enlisted for games scheduled from Tuesday through Friday evenings.

The LEGO Engineers program, featuring Cars and Sports classes, commenced on March 5th at the Turlock Senior Center. These classes occur on Tuesdays and Thursdays and will conclude on March 14th, with a total of 13 participants registered.

Hourly rentals are available at Turlock Regional Sports Complex and Pedretti Park, which hosted its inaugural tournament with NSA Softball on February 24th-25th.

Attachments:

- A. Roads Program Project List
- B. CIP Project List



Engineering Division - Roads Program

Current Project List



Only projects that have been before Council for a prior action are included (i.e. budget appropriation, professional services agreement, construction agreement, etc.)

Status Legend

In Planning = The project scope, budget, schedule, and design consultant agreement and fees are being developed.

In Design = Construction contract documents are in development.

Advertising/Bid Phase = The project has been advertised for construction bids, but has not yet been awarded.

Pre-Construction = The project has been awarded to a responsible and responsive contractor. The construction agreement, bonds, and insurance documents are in process of execution.

Construction = The project is under construction.

Project Closeout = The project is substantially complete. Minor corrective items, final quantities, and final change order negotiations and invoicing are being addressed. Completed = Notice of Completion has been recorded.

Project Name	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
CP 23-067 Task Order No. 3 - Mark Thomas (design)	Roads Program	February 2024	June 2026	In Design
CP 23-069 Task Order No. 2 - Siegfried (design)	Roads Program	February 2024	June 2026	In Design
CP 23-068 Task Order No. 2 - Provost & Pritchard (design)	Roads Program	February 2024	June 2026	In Design
CP 23-052 Geer Rd Rehabilitation (30% design)	Roads Program	August 2023	June 2024	In Design
CP 23-031 Task Order No. 1 - Mark Thomas (design)	Roads Program	April 2023	December 2024	In Design
CP 23-033 Task Order No. 1 - Siegfried (design)	Roads Program	April 2023	December 2024	In Design
CP 23-032 Task Order No. 1 - Provost & Pritchard (design)	Roads Program	April 2023	December 2024	In Design
CP 22-001 Package 1 - 13 Streets Rehabilitation	Roads Program	January 2022	June 2024	Construction
CP 22-005 Washington Rd Bridge Railing Repair	Roads Program	September 2022	June 2024	Project Closeout
CP 22-001 Package 3 - Fosberg Rd Rehabilitation	Roads Program	January 2022	May 2024	Project Closeout
CP 22-001 Package 2 - Wayside Dr Rehabilitation	Roads Program	January 2022	August 2023	Completed

Engineering Division (Capital) - Project List

Only projects that have been before Council for a prior action are included (i.e. budget appropriation, professional services agreement, construction agreement, etc.)

Work Area	Current Status of Project	CP #	Project Name	Project Start Date	Anticipated Completion Date
FD	07 - Project Closeout	22-037	Fire Station 32 Roof Repair	July 2022	December 2023
FD	07 - Project Closeout	22-037	Fire Station 33 Roof Repair	July 2022	December 2023
Muni	02 - In Design	19-48	Sewer Replacement in alley behind 147 S. Broadway	February 2024	July 2024
Muni	02 - In Design	23-040	Water Replacement for Roads Program 2024	July 2023	July 2025
Muni	06 - In Construction	18-67	Water Main Replacement Project #1	October 2018	June 2024
Muni	06 - In Construction	18-69	Surface Water Distribution System Improvements	July 2018	April 2024
Muni	07 - Project Closeout	20-013	Water and Sewer Main Extensions on Golden State Blvd	November 2020	March 2024
Muni	07 - Project Closeout	20-027	Citywide Chlorination	January 2020	December 2024
PFM	02 - In Design	23-042	Phase II Montana Park	May 2023	December 2025
PFM	06 - In Construction	19-51B	Columbia Pool Renovation	July 2021	December 2024
PFM	07 - In Construction	23-049	Senior Center Window Replacements		
PFM	08 - Project Closeout	21-044	Pedretti Park Lighting Replacement	February 2022	March 2024
PFM	08 - Project Closeout	22-022	HVAC Unit Replacement - Various Locations (12 units)	September 2022	December 2023
Streets	01 - In Planning	23-065	Traffic Signal Upgrades, Various Locations	December 2023	
Streets	02 - In Design	14-44	Main & Tegner signal	June 2022	June 2025
Streets	02 - In Design	20-023	Engineering and Traffic Survey (speed survey)	January 2020	July 2024
Streets	02 - In Design	21-003	Fulkerth Avenue Widening	July 2021	December 2024
Streets	02 - In Design	22-035	Intersection Improvements at Countryside Drive and Business Entrance	September 2023	June 2024
Streets	02 - In Design	23-034	Signal Coordination on Lander Ave from Glenwood to D Street	January 2024	June 2025
Streets	03 - Right-of-Way	14-79	Golden State / Berkeley / Golf Intersection Improvements	January 2014	July 2025
Streets	05 - Pre-Construction	21-021	Pedras Road Rehabilitation (Geer to GSB)	October 2022	August 2024
Streets	05 - Pre-Construction	21-033	Slurry Seals 2023 (Assessment Districts)	November 2022	June 2024
Streets	07 - In Construction	20-038	Signal Coordination on W. Monte Vista, Golden State, and Geer Rd	August 2022	December 2023
Streets	07 - In Construction	20-039	Signal Coordination on E. Monte Vista Ave	July 2022	December 2023
Streets	07 - Project Closeout	08-28	Fulkerth and Fwy 99 Interchange Improvements	January 2006	January 2024
Streets	07 - Project Closeout	17-58	SRTS ADA Improvements	June 2020	January 2024
Streets	08 - Project Closeout	20-002	SW Quadrant Road Rehabilitation	February 2022	December 2023
WQC	06 - In Construction	20-032	TRWQCF Chemical System Upgrades	January 2020	July 2024
WQC	06 - Pre-Construction	23-030	In Plant Drain Repair	February 2024	May 2024



Turlock Fire Department

February 2024



MONTHLY
CITY MANAGER'S
REPORT

CHIEF'S MESSAGE



As we step into March it's important to reflect on the remarkable progress and achievements we've accomplished together. Our administrative partnership with Modesto Fire Department, approved by the Turlock City Council in January 2022, has proven to be a catalyst for positive change.

Over the past two years, we've celebrated numerous successes. Four new fire engines are on their way, with the first two expected to arrive this fall. Through strategic promotions and hiring, we've successfully filled vacancies across all ranks, strengthening our team. We will continue to fill vacancies in the firefighter rank as we align those hiring with the MST Academy schedule.

Our commitment to training excellence is evident through the MST Training MOU, enhancing our skills and preparedness. Additionally, the Fleet Services MOU with the City of Modesto has brought about improvements, ensuring our apparatus and equipment are repaired in a timely manner.

Thanks to the support of the City Council and the passage of Measure A, we are making improvements to our fire stations that had been deferred for many years. These enhancements directly contribute to providing even better service to our community. While we celebrate these achievements, our journey doesn't end here. We're actively working on more initiatives to elevate our department and the services we provide. Your dedication and hard work are the driving forces behind our success.

I want to wish Division Chief Bill Becker all the best for his retirement after 37 years in the fire service.

Thank you for your continued commitment to excellence. Together, we look forward to achieving even greater milestones in the months ahead.

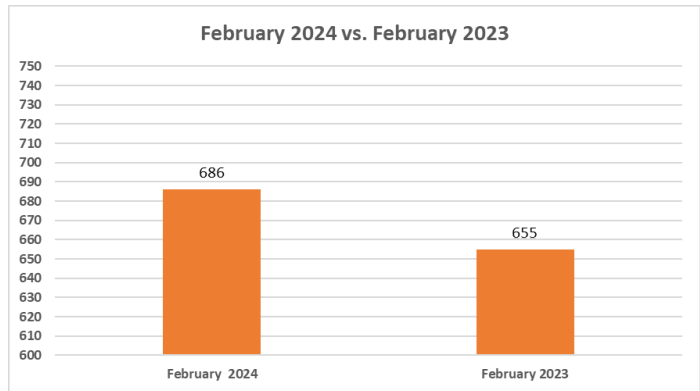
OPERATIONS DIVISION

Incident Summary by Incident Type

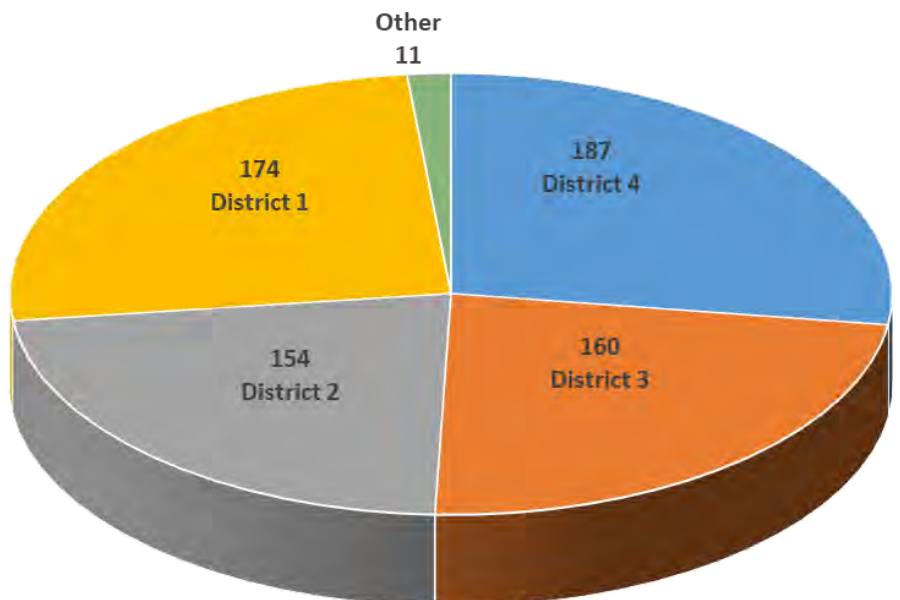
Date Range: From 2/1/2024 To 2/29/2024

Incident Type(s) Selected: All

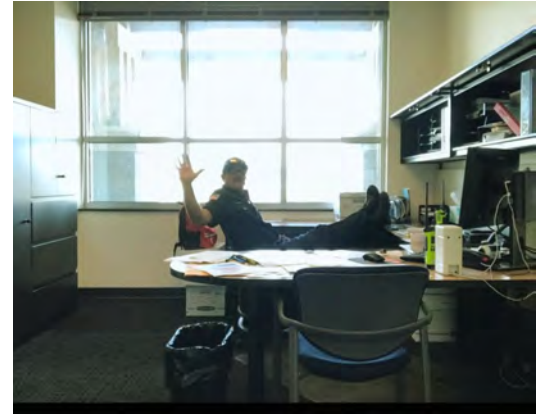
Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss
Fire	14	12	00:05:50
EMS/Rescue	460	333	00:05:01
Hazardous Condition	24	21	00:05:28
Service Call	73	59	00:06:33
Good Intert	76	19	00:05:12
False Call	33	32	00:05:52
Severe Weather	4	4	00:04:42
Other	2	2	00:06:08
Totals	686	482	



CALLS BY DISTRICT



— HAPPY — Retirement



Division Chief Bill Becker started his career in the fire service in 1987 with Ebbett's Pass Fire District as a firefighter. He worked there for five years then spent a year working for the US Forest Service. During this same time, Bill also worked for Cal-Sierra ambulance as an emergency medical technician. In 1990 Bill received his AS degree from Columbia Community College in fire science.

On May 3, 1993 Bill joined Turlock Fire Department as a firefighter/engineer with the opening of fire station 4. The opening of station 34 was motivated in part by the new Walmart on Fulkerth Road. He was part of a group of six hires, including Scott Wejmar, Matt Horn, Tom Marshall, Mark Patterson, and Kevin Wiese. Throughout the years Bill's dedication and skills were recognized leading to his promotion to captain in 1998. In 2012, Bill was promoted to battalion chief.



One of Bill's significant contributions was in the realm of committees. He played a pivotal role in the SCBA (Self-Contained Breathing Apparatus) program, overseeing maintenance, testing, and new purchases. He served as a member of the technical rescue team and contributed to the resource sharing committee in 2014. Bill was awarded firefighter of the year for Turlock in 1996 and 2000. In addition, he has been recognized for his outstanding customer service.



Chief Becker responded throughout the state as a strike team leader responding to over 22 large fires including the Rim Fire, Camp Fire, Ferguson Fire, Butte Fire, Cedar Fire, Wind, LNU Lighting Complex, and Thomas Fire.

Chief Becker's journey culminated in his latest achievement, as he was promoted to division chief on April 1, 2022 where he assisted the MST training division. His diverse experience, leadership roles, and involvement in crucial committees had a profound impact on Turlock Fire Department and the progression of the fire service in Stanislaus County.



We wish Bill all the best as he moves into the next chapter of his journey



FIRE PREVENTION DIVISION



While February is a short month it still remained busy for fire prevention. We completed several inspections related to new construction. These include a fire alarm at Costco, cell tower upgrades, and new construction. Approval of new EV charging stations and sprinkler inspections at the new We Care building. State mandated inspections continue to be worked on by both engine companies and the prevention division. State required inspections (STD 850) took place for additions at the Emmanuel Cancer Center and Sacred Heart School. Supporting all of these inspections is the work done in the office for records management, plan submittals and reviews to list a few.

We continue to work collaboratively with our MST partners in fire prevention. All inspectors attend a weekly meeting to discuss hot topics and provide training items.

Turlock is receiving assistance from Modesto to conduct hydrant flows which is the first step in designing fire sprinkler systems for both commercial and residential projects. The Divert project was one in particular, where we experienced issues with the water supply, it was a great benefit to have the help in order to provide timely results. Our fire inspector recently assisted with a state mandate fire inspection of the Modesto Courthouse jail. This was a step to get a sign-off for his Inspector 1 task book.

Our predevelopment group held its first meeting covering city wide municipal code violations. This was an approach to address problematic situations and work collaboratively on resolutions without bombarding customers with separate department notifications. We are removing communication silos to apply a comprehensive approach to resolution. We will continue to meet monthly.

FIRE PREVENTION DIVISION

Type of Inspection	Total
Re-inspections	14
Solar	8
Final Fire Alarm/Sprinklers	2
Building Finals - blue sheet	3
Hydro/Visuals	6
Misc./Other Inspections	8
Occupancy	2
Weld Inspections	1
Pre-Development Meetings	3
Plan Review	18
Hydrant Flows	2
DayCare/STD850	2
Food Vendors	4



STAN COUNTY FIU



Date	Station	Location	Cause	Dollar Loss *
2/3/2024	31	1241 Cahill Ave.	Accidental	\$75,000.00
2/7/2024	32	1426 Stallion Way	Unknown	\$300,000.00
2/12/2024	34	900 Zeering Rd. #58	Arson	\$2,000.00
2/27/2024	33	948 N Olive Ave. #18	Accidental	\$5,000.00

*Dollar loss is estimated and may not account for all aspects of the fire.

Agenda Item 9B

Columbia Pool Update