

City Council Meeting Agenda

August 22, 2023

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Amendment No. 1
08/21/2023



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 Ray Garcia – Retirement
- B. Proclamation Keith Humphries - Retirement
- C. Presentation Jeffrey Lewis – Mobile Medical Clinic Update
- D. Appointment Parks, Arts and Recreation Commission
- E. Briefing Qualifications for City Grant Recipients

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.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, AUGUST 22, 2023**

Next City Council Resolution: 2023-195

Next Ordinance: 1307-CS

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

5. CONSENT CALENDAR

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

- A. Motion: Accepting Weekly Demands of 08/03/2023 in the amount of \$650,912.50, 08/10/2023 in the amount of \$2,050,299.80, EFT Payments of March 2023 in the amount of \$6,666,009.64 and the Investment and Cash Report for July 2023
- B. Motion: Accepting Minutes of the 08/08/2023 Regular Meeting of the City of Turlock City Council
- C. Motion: Accepting improvements for City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project" and authorizing the City Engineer to file a Notice of Completion (*Schulze*)
- D. Motion: Approving the Final Map and Subdivision Improvement Agreement with SB Builders, LLC, conditioned upon construction of improvements for the Crowell subdivision (VTSM 2021-01, Development Project No. 22-028) 4510 Crowell Road (APN 071-002-012), developed by Modesto Roselle, LLC (*Schulze*)
- E. Motion: Approving the final map for Enterprise Park (Development Project No. 7061) located at 1100 West Glenwood Avenue (APN 044-017-080, 081, 082), developed by Julian Development Group (*Schulze*)
- F. Resolution 2023-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 and Issued on July 13, 2021 (*Eddy*)
- G. Resolution 2023-XXX: Approving the purchase of replacement Dell Servers and installation services from The REDESIGN Group under the National Association of State Procurement Officials (NASPO) Contract No. 7-15-70-34-004, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed \$335,191.13 paid from fund 242 "Computer Replacement" account 242-00-000-204.51015_002 - Network Servers and appropriate \$15,191.13 from Fund 242 unallocated reserves to account 242-00-000-204.51015_002 - Network Servers (*Showalter*)
- H. Resolution 2023-XXX: Adopting the City of Turlock Fiscal Year 2022-2023 Fund 450 "SRWA Operations" Budget in the amount of \$580,000 in Revenue and Expenses (*Moreno*)

6. FINAL READINGS

None

7. PUBLIC HEARINGS

- A. Finding that Perfect Union has complied in good faith with terms and conditions of the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Stanislaus County APN 088-007-025 (*Werner*)

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, AUGUST 22, 2023**

Next City Council Resolution: 2023-195

Next Ordinance: 1307-CS

Recommended Action: Resolution 2023-XXX: Finding that Perfect Union has complied in good faith with terms and conditions of the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Stanislaus County APN 088-007-025

- B. Finding that Fire House has complied in good faith with terms and conditions of the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Stanislaus County APN 089-015-006 (*Werner*)

Recommended Action: Resolution 2023-XXX: Finding that Fire House has complied in good faith with terms and conditions of the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Stanislaus County APN 089-015-006

8. ACTION ITEMS

- A. Approving Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (Sacramento, California office) in the amount of \$436,855.00 to be funded by Fund 115 "Measure A – Roads," account number 115-10-115.43366_001 "Design Roads" for Professional Services for the City of Turlock's Roads Initiative Program under City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program - Geer Road (30%)" (*Schulze*)

Recommended Action: Resolution 2023-XXX: Approving Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (Sacramento, California office) in the amount of \$436,855.00 to be funded by Fund 115 "Measure A – Roads," account number 115-10-115.43366_001 "Design Roads" for Professional Services for the City of Turlock's Roads Initiative Program under City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program - Geer Road (30%)"

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. We Care Program Update (*Maris Sturtevant*)
B. Upcoming Ad-Hoc Committee Meetings Update (*Wilson*)

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.

12. CLOSED SESSION

13. REPORTS FROM CLOSED SESSION

14. ADJOURNMENT

DECLARATION OF POSTING

I, Julie Christel, City Clerk for the City of Turlock, certify that I caused to be posted a copy of the City of Turlock City Council Agenda for the Regular Meeting of Tuesday, August 22, 2023 at City Hall, 156 S. Broadway, Turlock, California, 95380 on Thursday, August 17, 2023.

/s/ Julie Christel, City Clerk

Dated: August 17, 2023



IN HONOR OF
ASSISTANT PUBLIC FACILITIES MAINTENANCE SUPERVISOR
KEITH HUMPHRES
21 YEARS OF SERVICE

WHEREAS, Assistant Public Facilities Maintenance Supervisor Keith Humphres began his career with the City of Turlock as a Maintenance Worker I in March 2002; and

WHEREAS, in January 2005, Keith was promoted to Worker II; and

WHEREAS, in February 2007, Keith was promoted to Assistant Public Facilities Maintenance Supervisor; and

WHEREAS, Keith has been working out of class since October 2022 as Public Facilities Maintenance Supervisor; and

WHEREAS, Keith has managed and implemented numerous projects throughout his tenure with City of Turlock, including but not limited to: beautification projects at the buildings and parks; park projects including installation of park elements; construction of park arbors; building the skate parks; development of the career tech program; erection of John Mitchell statue at Central Park; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Assistant Public Facilities Maintenance Supervisor Keith Humphres for his 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, do hereby commend Assistant Public Facilities Maintenance Supervisor Keith Humphres 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 22nd day of August, 2023.

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





IN HONOR OF
PUBLIC FACILITIES MAINTENANCE SUPERINTENDENT
RAYMOND GARCIA, JR.
39 YEARS OF SERVICE

WHEREAS, Public Facilities Maintenance Superintendent Raymond Garcia, Jr. (Ray) began his career with the City of Turlock as a Building Custodian I in October 1984 and a Fire Reserve/Pump Operator for the Turlock Fire Department in December 1984; and

WHEREAS, in August 1986, Ray was promoted to Park Maintenance Worker I; and

WHEREAS, in February 1987, Ray was promoted to Maintenance Worker II; and

WHEREAS, in July 1996, Ray was promoted to Senior Maintenance Worker; and

WHEREAS, in November 2000, Ray was promoted to Assistant Public Facilities Maintenance Supervisor; and

WHEREAS, in May 2003, Ray was promoted to Public Facilities Maintenance Supervisor; and

WHEREAS, in August 2022, Ray was promoted to Public Facilities Maintenance Superintendent; and

WHEREAS, Ray has managed and implemented numerous projects and programs throughout his tenure with City of Turlock, including but not limited to: the Tree City USA program; obtaining funding and overseeing the construction of the two spray parks; overseeing the installation of nearly all of the playgrounds in Turlock including the wooden playground at Donnelly Park; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Public Facilities Maintenance Superintendent Raymond Garcia Jr. for his 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, do hereby commend Public Facilities Maintenance Superintendent Raymond Garcia Jr. 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 22nd day of August, 2023.

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



Agenda Item 2C

Presentation

**Mobile Medical Clinic Update
Jeffrey Lewis**

PARKS, ARTS & RECREATION COMMISSION

Number of Vacancies = 1

Appoint One (1) Commission to Term Expiring on 12/31/25

One (1) Applicant:

- John Snoke

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

MAYOR BUBLAK'S RECOMMENDED APPOINTMENTS:

Reappoint John Snoke to the Parks, Arts & Recreation Commission for a term expiring on 12/31/25.

Agenda Item 2E

Briefing

**Qualifications for City Grant
Recipients**

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
139243	08/01/2023	Open			Utility Management Refund	CABRALES, LUCY	\$184.20		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001087-002	MOVE OUT CREDIT	08/01/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$0.27			
	420 - WATER			420.11000 (Cash)		\$183.93			
139244	08/01/2023	Open			Utility Management Refund	JARDINE, RANDY	\$124.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		194409-004	MOVE OUT CREDIT	08/01/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$124.00			
139245	08/01/2023	Open			Utility Management Refund	KEARLEY, MICHAEL	\$142.62		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001033-002	MOVE OUT CREDIT	08/01/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$142.62			
139246	08/01/2023	Open			Utility Management Refund	MONJES, MELISSA	\$85.82		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001392-001	MOVE OUT REFUND	08/01/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$85.82			
139247	08/03/2023	Open			Accounts Payable	A-Z BUS SALES INC	\$2,787.08		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	INVSAC7898		06/30/2023	PARTS FOR BUSES		\$1,462.98			
	INVSAC8369		06/30/2023	PARTS FOR BUSES		\$16.89			
	INVSAC8370		06/30/2023	PARTS FOR BUSES		\$496.09			
	INVSAC9146		07/27/2023	BUS PARTS		\$623.16			
	INVSAC8717		07/11/2023	BUS PARTS		\$187.96			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	426 - Transit			426.11000 (Cash)		\$2,787.08			
139248	08/03/2023	Open			Accounts Payable	ALL STAR TROPHY & SIGN LLC	\$380.19		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	071323		07/20/2023	WINDOW DECALS		\$380.19			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$380.19			
139249	08/03/2023	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,568.24		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	INV26		07/12/2023	ALLEGIANCE - JANITORIAL SUPPLIES		\$1,088.03			
	INV14		07/11/2023	ALLEGIANCE - JANITORIAL SUPPLIES		\$70.61			
	INV13		07/11/2023	ALLEGIANCE - JANITORIAL SUPPLIES		\$409.60			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					450 - SRWA - Operations	450.11000 (Cash)	\$778.56		
139257	08/03/2023	Open			Accounts Payable	BRADY WORLDWIDE INC	\$3,889.37		
					Invoice	Date	Description	Amount	
					9353534092	06/30/2023	BBP37,QWERTY-NA DECAL MACHINE	\$3,889.37	
					Paying Fund		Cash Account	Amount	
					505 - Fleet		505.11000 (Cash)	\$3,889.37	
139258	08/03/2023	Open			Accounts Payable	CDW LLC	\$2,034.74		
					Invoice	Date	Description	Amount	
					KJ30605	06/30/2023	Surface for Fire Marshall	\$1,963.85	
					KG31655	06/30/2023	Vertical Mouse - IT	\$70.89	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$1,963.85	
					501 - Information Technology		501.11000 (Cash)	\$70.89	
139259	08/03/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$335.09		
					Invoice	Date	Description	Amount	
					1238873072223	07/22/2023	SENIOR CENTER WIFI	\$154.91	
					0461088071823	07/18/2023	8203 13 001 0461088 / City Hall	\$180.18	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$154.91	
					501 - Information Technology		501.11000 (Cash)	\$180.18	
139260	08/03/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$17,775.52		
					Invoice	Date	Description	Amount	
					67873	07/02/2023	Unarmed Private Security Services for Transit-7/1/23 - 7/2/23	\$1,088.64	
					67891	07/05/2023	Unarmed Private Security Services for Transit-7/3/23 - 7/5/23	\$4,082.40	
					67892	07/09/2023	Unarmed Private Security Services for Transit-7/7/23 - 7/9/23	\$1,624.00	
					67917	07/23/2023	Unarmed Private Security Services for Transit-7/10/23 - 7/23/23	\$7,620.48	
					67918	07/16/2023	Unarmed Private Security Services for Transit-7/10/23 - 7/16/23	\$3,360.00	
					Paying Fund		Cash Account	Amount	
					426 - Transit		426.11000 (Cash)	\$17,775.52	
139261	08/03/2023	Open			Accounts Payable	CULLIGAN INC	\$37.25		
					Invoice	Date	Description	Amount	
					Transit 06/30/23	07/01/2023	FY23-24 Water Softener Services for Transit-7/1/23 - 7/31/23	\$37.25	
					Paying Fund		Cash Account	Amount	
					426 - Transit		426.11000 (Cash)	\$37.25	
139262	08/03/2023	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$1,610.77		
					Invoice	Date	Description	Amount	
					0000047798	07/25/2023	LOCKSMITH SERVICES	\$1,610.77	
					Paying Fund		Cash Account	Amount	
					410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,610.77	

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139263	08/03/2023	Open			Accounts Payable	DF ENGINEERING INC	\$31,722.00		
	Invoice		Date	Description		Amount			
	24112		06/30/2023	SR05, 0828 Fulkerth Rd and Freway 99 Interchange		\$31,722.00			
	Paying Fund			Improv-6/30/23		Amount			
	305 - Capital Facility Fees			Cash Account		Amount			
				305.11000 (Cash)		\$31,722.00			
139264	08/03/2023	Open			Accounts Payable	DOCUSCRIPT, LLC	\$695.88		
	Invoice		Date	Description		Amount			
	2297		06/30/2023	TRANSCRIPTION SERVICES FOR JUNE 2023		\$695.88			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$695.88			
139265	08/03/2023	Open			Accounts Payable	DUKE'S ROOT CONTROL INC.	\$16,425.44		
	Invoice		Date	Description		Amount			
	11635		05/31/2023	SEWER LINE CHEMICAL ROOT CONTROL		\$16,425.44			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$16,425.44			
139266	08/03/2023	Open			Accounts Payable	ECONOMIC & PLANNING INC	\$1,300.00		
	Invoice		Date	Description		Amount			
	222062-8		06/30/2023	Turlock Maintenance Services - CFD June 2023		\$1,300.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,300.00			
139267	08/03/2023	Open			Accounts Payable	Evolution Heating and Cooling	\$221.00		
	Invoice		Date	Description		Amount			
	8204		07/06/2023	A/C repair at 831 Vermont Ave, Turlock		\$221.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$221.00			
139268	08/03/2023	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$675.50		
	Invoice		Date	Description		Amount			
	28901		06/30/2023	CAR WASH SERVICES - JUNE 2023		\$675.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$556.50			
	255 - CDBG			255.11000 (Cash)		\$7.00			
	405 - Building			405.11000 (Cash)		\$24.50			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$45.50			
	420 - WATER			420.11000 (Cash)		\$7.00			
	426 - Transit			426.11000 (Cash)		\$7.00			
	501 - Information Technology			501.11000 (Cash)		\$3.50			
	502 - Engineering			502.11000 (Cash)		\$24.50			
139269	08/03/2023	Open			Accounts Payable	GANT/LINE-X OF TURLOCK, WADE, ALLEN	\$712.68		
	Invoice		Date	Description		Amount			
	25773		07/25/2023	LINE X FOR 2023 F250		\$712.68			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$712.68			
139270	08/03/2023	Open			Accounts Payable	GILLIG LLC	\$1,312.66		
	Invoice		Date	Description		Amount			
	41061801		07/11/2023	Transit - PARTS		\$858.27			

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	41062604		07/13/2023		Transit - PARTS		\$454.39		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$1,312.66		
139271	08/03/2023	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$1,323.32		
	Invoice		Date		Description		Amount		
	68005		07/25/2023		DEEP WELL OIL		\$1,323.32		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$1,323.32		
139272	08/03/2023	Open			Accounts Payable	GRAINGER INC, W W	\$2,946.33		
	Invoice		Date		Description		Amount		
	9775633697		07/19/2023		SRWA Supplies - Tool Bag		\$52.76		
	9776850936		07/20/2023		SRWA Supplies - Tool Bag & Scissor Lift Carts		\$2,893.57		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$2,946.33		
139273	08/03/2023	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	\$4,794.13		
	Invoice		Date		Description		Amount		
	INV00049494		06/20/2023		STOCK # 351025		\$281.29		
	INV00057068		06/27/2023		STOCK #36810		\$799.05		
	292362		03/08/2023		Credit for Inv 276115		(\$625.43)		
	298027		03/14/2023		Credit for Inv 281027		(\$830.46)		
	INV00036636		06/08/2023		STOCK #351025		\$311.00		
	INV00036528		06/08/2023		STOCK #28236		\$307.90		
	INV00036367		06/08/2023		STOCK #15596		\$610.51		
	INV00032692		06/06/2023		STOCK #85427		\$111.83		
	INV00043342		06/14/2023		STOCK #96744		\$194.39		
	INV00042780		06/13/2023		STOCK 50401		\$251.80		
	INV00043232		06/14/2023		STOCK 85415		\$54.19		
	INV00072618		07/14/2023		STOCK #300127		\$427.31		
	INV00078468		07/20/2023		STOCK #205014		\$497.72		
	INV00026532		05/31/2023		SRWA Misc. Safety Equipment		\$4,714.33		
	SCN002412		05/31/2023		SRWA Misc. Safety Equipment - CREDIT Safety Flex Jacket		(\$104.61)		
	SCN004404		05/31/2023		SRWA Misc. Safety Equipment - CREDIT nitrile gloves		(\$45.20)		
	FTI_CN001411		05/31/2023		SRWA Misc. Safety Equipment - CREDIT price adj		(\$2.37)		
	SCN003361		05/31/2023		SRWA supplies - Open Purchase Order CREDIT Gas Meters		(\$2,159.12)		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$758.31		
	420 - WATER				420.11000 (Cash)		\$1,632.79		
	450 - SRWA - Operations				450.11000 (Cash)		\$2,403.03		
139274	08/03/2023	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$162.95		
	Invoice		Date		Description		Amount		
	K5814501		06/29/2023		DOCUMENT FEE		\$162.95		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$162.95		

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139275	08/03/2023	Open			Accounts Payable	INDEPENDENT ELECTRIC INC	\$30.31		
	Invoice		Date	Description			Amount		
	S106088568.001		07/19/2023	Contact cleaner			\$30.31		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$30.31		
139276	08/03/2023	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$1,158.49		
	Invoice		Date	Description			Amount		
	39686826		07/18/2023	MARTIN MARIETTA - ASPHALT			\$87.81		
	39231402		06/30/2023	MARTIN MARIETTA - ASPHALT			\$130.10		
	39249509		06/30/2023	MARTIN MARIETTA - ASPHALT			\$102.92		
	39280005		06/30/2023	MARTIN MARIETTA - ASPHALT			\$90.08		
	39294246		06/30/2023	MARTIN MARIETTA - ASPHALT			\$102.92		
	39314038		06/30/2023	MARTIN MARIETTA - ASPHALT			\$124.81		
	39344223		06/30/2023	MARTIN MARIETTA - ASPHALT			\$123.30		
	39651985		07/14/2023	MARTIN MARIETTA - ASPHALT			\$92.34		
	39636183		07/13/2023	MARTIN MARIETTA - ASPHALT			\$129.34		
	39619072		07/12/2023	MARTIN MARIETTA - ASPHALT			\$88.57		
	39794193		07/26/2023	MARTIN MARIETTA - ASPHALT			\$86.30		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$1,158.49		
139277	08/03/2023	Open			Accounts Payable	MME	\$969.22		
	Invoice		Date	Description			Amount		
	011169		07/14/2023	WASHDOWN GUN			\$509.22		
	011076		07/11/2023	PARTS			\$460.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$969.22		
139278	08/03/2023	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	\$2,527.81		
	Invoice		Date	Description			Amount		
	CINV-204078		06/30/2023	SRWA - Phase III Environmental Work for 2022-23 for June 2023			\$2,527.81		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$2,527.81		
139279	08/03/2023	Open			Accounts Payable	NAPA AUTO PARTS	\$190.74		
	Invoice		Date	Description			Amount		
	806034		07/13/2023	NAPA - PARTS			\$138.64		
	806100		07/14/2023	NAPA - PARTS			\$52.10		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$138.64		
	246 - Landscape Assessment			246.11000 (Cash)			\$52.10		
139280	08/03/2023	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$5,503.75		
	Invoice		Date	Description			Amount		
	202307-2435		06/30/2023	PROFESSIONAL SERVICES THROUGH JUNE 30, 2023			\$5,503.75		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,503.75		

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139281	08/03/2023	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$6,739.16		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
			8577-404559	06/30/2023	ENG08-339		\$186.35		
			8577-404560	06/30/2023	REF 678008		\$88.39		
			677692	06/30/2023	Ref 677692		\$206.33		
			8577-404444	06/30/2023	Ref 677783		\$81.73		
			8577-404445	06/30/2023	WT04-517		\$25.48		
			677749	06/30/2023	FR17-292		\$714.89		
			8577-405128	07/10/2023	POL19-1342		\$178.72		
			8577-404724	06/30/2023	REF 678310		\$48.31		
			8577-404562	06/30/2023	REF 678011		\$7.15		
			8577-405217	07/11/2023	WT07-584		\$186.35		
			8577-405220	07/11/2023	CAR QUEST - PARTS		\$1,725.07		
			8577-405216	07/11/2023	POL18-1322		\$3.79		
			8577-405218	07/11/2023	CAR QUEST - PARTS		\$745.39		
			8577-405369	07/12/2023	CAR QUEST - PARTS		\$69.09		
			8577-405410	07/13/2023	AD17-4508 PARTS		\$11.34		
			8577-405414	07/13/2023	CAR QUEST - PARTS		\$20.67		
			8577-405513	07/14/2023	CAR QUEST - PARTS		\$92.58		
			8577-405507	07/14/2023	CAR QUEST - PARTS		\$396.74		
			8577-405624	07/17/2023	CAR QUEST - PARTS		\$7.78		
			8577-405622	07/17/2023	CAR QUEST - PARTS		\$136.04		
			8577-405512	07/14/2023	CAR QUEST - PARTS		\$820.27		
			8577-405486	07/14/2023	CAR QUEST - PARTS		\$372.70		
			8577-405494	07/14/2023	POL16-1302 PARTS		\$88.39		
			8577-405539	07/14/2023	CAR QUEST - PARTS		\$186.35		
			8577-405554	07/14/2023	CAR QUEST - PARTS		\$328.33		
			8577-405433	07/13/2023	CAR PARTS		\$10.93		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$3,971.49		
			246 - Landscape Assessment		246.11000 (Cash)		\$66.80		
			420 - WATER		420.11000 (Cash)		\$211.83		
			426 - Transit		426.11000 (Cash)		\$2,210.11		
			502 - Engineering		502.11000 (Cash)		\$278.93		
139282	08/03/2023	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$15,665.50		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
			3751218	06/30/2023	19-51 Design Services for Columbia Pool Improv- 6/5/23 - 6/30/23		\$15,665.50		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			301 - Capital Improvements		301.11000 (Cash)		\$15,665.50		
139283	08/03/2023	Open			Accounts Payable	ON THE SPOT DESIGN	\$27.16		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
			3593	06/21/2023	AD23-4868		\$27.16		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			246 - Landscape Assessment		246.11000 (Cash)		\$27.16		
139284	08/03/2023	Open			Accounts Payable	OREILLY AUTO PARTS	\$1,342.80		
			<u>Date</u>	<u>Description</u>			<u>Amount</u>		
			2800-335923	07/03/2023	Vehicle # 584		\$124.44		
			2800-334326	06/30/2023	WT04-517		\$4.74		

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2800-333764		06/30/2023		TRA- PARTS		\$200.90		
	2800-336386		07/05/2023		Vehicle # 575		\$149.24		
	2800-335101		06/30/2023		VEHICLE 4416		\$50.77		
	2800-339483		07/14/2023		OREILLY - PARTS		\$95.56		
	2800-339381		07/14/2023		OREILLY - PARTS		\$32.55		
	2800-338997		07/13/2023		OREILLY - PARTS		\$211.13		
	2592-302929		07/15/2023		Vehicle # 1051PP		\$21.48		
	2800-340301		07/17/2023		OREILLY - PARTS		\$42.09		
	2800-339482		07/14/2023		OREILLY - PARTS		\$78.12		
	2800-340251		07/17/2023		OREILLY - PARTS		\$78.12		
	2800-338970		07/13/2023		OREILLY - PARTS		\$84.53		
	2800-337909		07/10/2023		POL19-1342		\$54.01		
	2800-338240		07/11/2023		OREILLY - PARTS		\$20.63		
	2800-335024		06/30/2023		BLOWER MOTOR		\$87.99		
	2800-338299		07/11/2023		OREILLY - CAR PARTS		\$6.50		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$348.23		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$78.12		
	246 - Landscape Assessment				246.11000 (Cash)		\$50.77		
	420 - WATER				420.11000 (Cash)		\$278.42		
	426 - Transit				426.11000 (Cash)		\$587.26		
139285	08/03/2023	Open			Accounts Payable	P G & E		\$8.65	
	Invoice		Date		Description		Amount		
	REC 7/26/23		07/26/2023		2749172768-4 / 144 S Broadway		\$8.65		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$8.65		
139286	08/03/2023	Open			Accounts Payable	PAUL'S PAINT COMPANY		\$429.72	
	Invoice		Date		Description		Amount		
	102902		07/26/2023		PAUL'S PAINT - GENERAL PAINT/SUPPLIES		\$349.34		
					PURCHASES				
	102565		07/10/2023		PAUL'S PAINT - GENERAL PAINT/SUPPLIES		\$80.38		
					PURCHASES				
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$429.72		
139287	08/03/2023	Open			Accounts Payable	Petrolakis Law & Advocacy, APC		\$33,410.00	
	Invoice		Date		Description		Amount		
	1825		10/31/2022		Matter 2021-10793 City of Turlock Roads Program		\$2,880.00		
	1826		10/31/2022		Matter 2021-10762 City of Turlock Meetings City Council		\$990.00		
	1844		10/31/2022		Matter 2022-10824 City of Turlock Claim Jammu Petro Food Inc		\$145.00		
	1845		10/31/2022		Matter 2022-10857 City of Turlock Cannabis Evergreen		\$775.00		
	1846		10/31/2022		Matter 2021-10755 City of Turlock SRWA		\$480.00		
	1847		10/31/2022		Matter 2021-10821 City of Turlock Lit - Anhar v. PRA		\$4,185.00		
	1848		10/31/2022		Matter 2021-10754 City of Turlock Div. - Housing		\$150.00		
	1849		10/31/2022		Matter 2021-10743 City of Turlock Homelessness Policy		\$6,390.00		
	1850		10/31/2022		Matter 2022-10838 City of Turlock Cannabis NHC		\$1,237.50		

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	1851		10/31/2022		Matter 2021-10742 City of Turlock General Municipal		\$16,177.50		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$33,410.00		
139288	08/03/2023	Open			Accounts Payable	Platt Electric Supply	\$518.44		
	Invoice		Date		Description		Amount		
	4E79085		07/07/2023		MUNI SERVICES DEPARTMENT SUPPLIES		\$360.08		
	4F61784		07/19/2023		Conduit		\$69.94		
	4F64565		07/19/2023		MUNI SERVICES DEPARTMENT SUPPLIES		\$74.52		
	4F93639		07/25/2023		Flute		\$13.90		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$88.42		
	420 - WATER				420.11000 (Cash)		\$430.02		
139289	08/03/2023	Open			Accounts Payable	REED INC, GEORGE	\$244.38		
	Invoice		Date		Description		Amount		
	100304334		07/10/2023		REED - ASPHALT FOR STREETS		\$114.69		
	100303796		07/03/2023		REED - ASPHALT FOR STREETS		\$129.69		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$244.38		
139290	08/03/2023	Open			Accounts Payable	River City Geoprof. dba Universal Eng. Sciences	\$16,734.00		
	Invoice		Date		Description		Amount		
	00696760		02/20/2023		SR 09, 20-013 Water and Sewer Main Extensions- GSB-2/20/23		\$10,041.00		
	00701664		03/27/2023		SR 09, 20-013 Water and Sewer Main Extensions - GSB-3/27/23		\$6,693.00		
	Paying Fund				Cash Account		Amount		
	421 - Water Line Construction				421.11000 (Cash)		\$16,734.00		
139291	08/03/2023	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$7,183.75		
	Invoice		Date		Description		Amount		
	15653.1		06/30/2023		NPDES PERMIT COMPLIANCE SERVICES THROUGH 6.15.23		\$7,183.75		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$7,183.75		
139292	08/03/2023	Open			Accounts Payable	ROLFE CONSTRUCTION, INC.	\$250,806.36		
	Invoice		Date		Description		Amount		
	PP6/CP 20-13		06/30/2023		20-013 Water and Sewer Main Extensions -GSB- 6/1/23-6/30/23		\$250,806.36		
	Paying Fund				Cash Account		Amount		
	412 - Sewer Construction				412.11000 (Cash)		\$125,403.18		
	421 - Water Line Construction				421.11000 (Cash)		\$125,403.18		
139293	08/03/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$1,537.57		
	Invoice		Date		Description		Amount		
	3033165601		06/30/2023		VEHICLE 1601		\$622.31		
	3033135525		06/30/2023		VEHICLE 1294		\$281.06		
	3033305288		07/13/2023		RUSH - PARTS		\$317.10		
	3033330520		07/13/2023		POL18-1333		\$317.10		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
							\$1,537.57		
139294	08/03/2023	Open			Accounts Payable	S-I INTERMEDIATE HOLDINGS, INC SEMITORR GROUP LLC	\$56,504.81		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5548635		05/12/2023		DIGESTER EQUIPMENT		\$8,671.50		
	5548842		05/15/2023		DIGESTER EQUIPMENT		\$27,023.59		
	5560438		07/19/2023		DIGESTER REPAIRS AND PREVENTATIVE MAINTENANCE		\$20,809.72		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$56,504.81		
139295	08/03/2023	Open			Accounts Payable	SHARPENING SHOP	\$674.26		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	402511		07/14/2023		SHARPENING SHOP - VARIOUS EQUIPMENT		\$204.23		
	403191		07/26/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$165.89		
	402032		07/06/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$304.14		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$304.14		
	246 - Landscape Assessment				246.11000 (Cash)		\$370.12		
139296	08/03/2023	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$41,396.35		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	45693		06/30/2023		23-033 Engineering Design Services Task Order 1- 6/1/23 -6/30/23		\$41,396.35		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	115 - Measure A - Roads				115.11000 (Cash)		\$41,396.35		
139297	08/03/2023	Open			Accounts Payable	Sloan Sakai Yeung & Wong LLP	\$11,380.05		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	52402		06/30/2023		June 2023 Services, Matter # 3207/002		\$7,827.55		
	52211		05/31/2023		May 2023 Services, Matter # 3207/002		\$2,930.00		
	51879		04/30/2023		April 2023 Services, Matter # 3207/002		\$622.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$11,380.05		
139298	08/03/2023	Open			Accounts Payable	SOUTHERN TIRE MART	\$9,685.22		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7320006485		07/12/2023		INSTALL NEW LOADER TIRES		\$7,883.38		
	7320006296		06/30/2023		TIRES		\$1,801.84		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$7,883.38		
	426 - Transit				426.11000 (Cash)		\$1,801.84		
139299	08/03/2023	Open			Accounts Payable	STANISLAUS COUNCIL OF GOV	\$5,191.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	FY 2023/24		07/05/2023		FY 2023/24 StanCOG Dues		\$5,191.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$5,191.00		
139300	08/03/2023	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$404.96		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SI89034		06/30/2023		PARTS		\$404.96		

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$404.96		
139301	08/03/2023	Open			Accounts Payable	TID	\$18,900.00		
	Invoice			Date	Description		Amount		
	29384		06/22/2023		Gomes Lake O&M 7/1/23 - 6/30/24		\$18,900.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$18,900.00		
139302	08/03/2023	Open			Accounts Payable	TOLAR MANUFACTURING CO	\$1,677.22		
	Invoice			Date	Description		Amount		
	14757		06/30/2023		Transit Center-Map Case		\$1,677.22		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$1,677.22		
139303	08/03/2023	Open			Accounts Payable	TOTLCOM - VOICE & DATA SYSTEMS	\$447.00		
	Invoice			Date	Description		Amount		
	321955		05/03/2023		Enhanced Mitel Reports		\$149.00		
	322063		05/31/2023		Enhanced Mitel Reports		\$149.00		
	322474		06/30/2023		Enhanced Mitel Reports		\$149.00		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$447.00		
139304	08/03/2023	Open			Accounts Payable	TURF STAR	\$659.57		
	Invoice			Date	Description		Amount		
	7286200-00		06/30/2023		V Belt		\$400.15		
	7289338-00		07/13/2023		TURFSTAR PARTS		\$259.42		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$400.15		
	205 - Sports Facilities			205.11000 (Cash)			\$259.42		
139305	08/03/2023	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$26,608.00		
	Invoice			Date	Description		Amount		
	06-2023		06/30/2023		June 2023 Street Sweeping		\$26,608.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$26,608.00		
139306	08/03/2023	Open			Accounts Payable	TURLOCK UMPIRE GROUP	\$5,443.00		
	Invoice			Date	Description		Amount		
	2023-04		07/28/2023		Adult Softball Umpires - June 2023		\$5,443.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,443.00		
139307	08/03/2023	Open			Accounts Payable	UNDERGROUND SERVICE ALERT	\$1,066.10		
	Invoice			Date	Description		Amount		
	23USB131228		07/24/2023		California State Fee for Regulatory Costs 7/1/23-6/30/24		\$1,066.10		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,066.10		
139308	08/03/2023	Open			Accounts Payable	UNITED RENTAL INC	\$399.74		
	Invoice			Date	Description		Amount		
	221718726-001		07/06/2023		UNITED RENTAL - SCISSOR LIFT		\$174.89		
	221731338-001		07/06/2023		BLADE, DI, MSNRY GEN		\$224.85		

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$174.89		
	420 - WATER				420.11000 (Cash)		\$224.85		
139309	08/03/2023	Open			Accounts Payable	VERIZON WIRELESS	\$473.20		
	Invoice			Date	Description		Amount		
	9939940211			07/18/2023	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE(6/19-7/18/23)		\$473.20		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$473.20		
139310	08/03/2023	Open			Accounts Payable	Victor M. Rivera DBA V. Rivera Concrete, Inc.	\$4,080.00		
	Invoice			Date	Description		Amount		
	1391			06/30/2023	SIDEWALK REPAIR 2490 CROWELL RD		\$4,080.00		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$4,080.00		
139311	08/03/2023	Open			Accounts Payable	WILLEY PRINTING CO	\$2,346.26		
	Invoice			Date	Description		Amount		
	147581			06/23/2023	Transit-Brochures Printing		\$1,831.28		
	147600			07/19/2023	Miranda Warning Scratch Pads		\$514.98		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$514.98		
	426 - Transit				426.11000 (Cash)		\$1,831.28		
139312	08/03/2023	Open			Accounts Payable	WOOD RODGERS INC	\$6,129.51		
	Invoice			Date	Description		Amount		
	171474			06/30/2023	Wellhead Treatment Through June 2023		\$6,129.51		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$6,129.51		
139313	08/03/2023	Open			Accounts Payable	AMERISOURCEBERGEN, MWI ANIMAL HEALTH	\$123.29		
	Invoice			Date	Description		Amount		
	48927067			07/21/2023	TZED INJ FOR AC		\$123.29		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$123.29		
139314	08/03/2023	Open			Accounts Payable	AMERISOURCEBERGEN, MWI ANIMAL HEALTH	\$54.31		
	Invoice			Date	Description		Amount		
	48927100			07/21/2023	ROMPUN INJ FOR AC		\$54.31		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$54.31		
139315	08/03/2023	Open			Accounts Payable	HERNANDEZ, LUZ	\$120.00		
	Invoice			Date	Description		Amount		
	2023-00234771			07/27/2023	A/C REFUND		\$120.00		
	Paying Fund				Cash Account		Amount		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$120.00		
139316	08/03/2023	Open			Accounts Payable	IBARRA, MICHAEL, YADEGAR	\$65.00		
	Invoice			Date	Description		Amount		
	IBARRA			03/20/2023	REIMBURSMET FOR T2		\$65.00		

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$65.00		
139317	08/03/2023	Open			Accounts Payable	MORGAN, MELANIE	\$1,105.00		
	Invoice		Date	Description			Amount		
	13906859		07/26/2023	PLAY REFUND			\$1,105.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,105.00		
139318	08/03/2023	Open			Accounts Payable	NAVARRO, FRANCISCO	\$340.00		
	Invoice		Date	Description			Amount		
	TR#4841-PER DIEM		07/28/2023	CACC CONFERENCE, DALLAS, TX, 8/6/23-8/11/23			\$340.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$340.00		
139319	08/03/2023	Open			Accounts Payable	Padilla, Arturo	\$80.00		
	Invoice		Date	Description			Amount		
	388706		06/07/2023	Reimbursement for Certificate Renewal - 6/7/23			\$80.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$80.00		
139320	08/03/2023	Open			Accounts Payable	Pages Editorial Services	\$275.00		
	Invoice		Date	Description			Amount		
	turlock2023		07/24/2023	Good News Health & Safety Newsletter			\$275.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$275.00		
139321	08/03/2023	Open			Accounts Payable	PEREZ, DEVIN	\$185.00		
	Invoice		Date	Description			Amount		
	PEREZ		03/13/2023	REIMBURSMET FOR COLLECTION GRADE 1			\$185.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$185.00		

Type Check Totals:
AP - Accounts Payable Totals

79 Transactions

\$650,912.50

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$650,912.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$650,912.50	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$650,912.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 7/28/2023 - To Payment Date: 8/3/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		79	\$650,912.50	\$0.00
Checks				Status	Count	Transaction Amount	Reconciled Amount		
				Open	79	\$650,912.50	\$0.00	\$0.00	
				Reconciled	0	\$0.00	\$0.00	\$0.00	
				Voided	0	\$0.00	\$0.00	\$0.00	
				Stopped	0	\$0.00	\$0.00	\$0.00	
				Total	79	\$650,912.50	\$0.00	\$0.00	
All				Status	Count	Transaction Amount	Reconciled Amount		
				Open	79	\$650,912.50	\$0.00	\$0.00	
				Reconciled	0	\$0.00	\$0.00	\$0.00	
				Voided	0	\$0.00	\$0.00	\$0.00	
				Stopped	0	\$0.00	\$0.00	\$0.00	
				Total	79	\$650,912.50	\$0.00	\$0.00	

Payment Register

From Payment Date: 8/4/2023 - To Payment Date: 8/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
139322	08/10/2023	Open			Accounts Payable	AT&T MOBILITY	\$4,189.54		
	Invoice		Date	Description			Amount		
	5728X07272023		07/19/2023	287262975728 / IT & WQC			\$204.60		
	5677X07272023		07/19/2023	287262975677 / WQC/Utilities Phones/Data			\$994.29		
	4412X07272023		07/19/2023	995824412 / Aircards			\$2,990.65		
	Paying Fund		Cash Account				Amount		
	110 - General Fund		110.11000 (Cash)				\$2,680.26		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				\$1,009.10		
	420 - WATER		420.11000 (Cash)				\$479.73		
	501 - Information Technology		501.11000 (Cash)				\$20.45		
139323	08/10/2023	Open			Accounts Payable	AT&T/SBC	\$65.82		
	Invoice		Date	Description			Amount		
	RELAY 8/1/23		08/01/2023	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			\$4.28		
	FIRE 8/1/23		08/01/2023	Acct# 233 841-5391 333 1/ Fire Dept			\$61.54		
	Paying Fund		Cash Account				Amount		
	110 - General Fund		110.11000 (Cash)				\$65.82		
139324	08/10/2023	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$26,276.25		
	Invoice		Date	Description			Amount		
	686159		06/30/2023	Legal Services June 2023			\$26,276.25		
	Paying Fund		Cash Account				Amount		
	110 - General Fund		110.11000 (Cash)				\$24,586.93		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				\$1,039.08		
	420 - WATER		420.11000 (Cash)				\$650.24		
139325	08/10/2023	Open			Accounts Payable	CA-NV SECTION AWWA	\$848.00		
	Invoice		Date	Description			Amount		
	Timothy P Hartt		08/01/2023	SRWA AWWA Membership - Tim Hartt			\$106.00		
	Michael K Powell		08/01/2023	SRWA AWWA Membership - Michael Powell			\$106.00		
	Richard Quaresma		08/01/2023	SRWA AWWA Membership - Richard Quaresma			\$106.00		
	Alex Montez		08/01/2023	SRWA AWWA Membership - Alex Montez			\$106.00		
	Matthew Waggoner		08/01/2023	SRWA AWWA Membership - Matt Waggoner			\$106.00		
	Eric Heaslett		08/02/2023	SRWA AWWA Membership - Eric Heaslett			\$106.00		
	Ismael Contreras		08/02/2023	SRWA AWWA Membership - Ismael Contreras			\$106.00		
	Rene Gutierrez		08/08/2023	SRWA AWWA Membership - Rene Gutierrez			\$106.00		
	Paying Fund		Cash Account				Amount		
	450 - SRWA - Operations		450.11000 (Cash)				\$848.00		
139326	08/10/2023	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$419.50		
	Invoice		Date	Description			Amount		
	4008899587		08/04/2023	JULY 2023 PREMIUMS			\$419.50		
	Paying Fund		Cash Account				Amount		
	104 - Payroll Clearing Fund		104.11000 (Cash)				\$419.50		
139327	08/10/2023	Open			Accounts Payable	COGDILL AND ASSOCIATES INC	\$5,000.00		
	Invoice		Date	Description			Amount		
	June 26, 2023		06/28/2023	Appraisal Services - 506 S. Kilroy & 501 S. Walnut			\$5,000.00		
	Paying Fund		Cash Account				Amount		
	110 - General Fund		110.11000 (Cash)				\$5,000.00		

Payment Register

From Payment Date: 8/4/2023 - To Payment Date: 8/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139328	08/10/2023	Open			Accounts Payable	CSG CONSULTANTS INC	\$720.00		
	Invoice		Date		Description		Amount		
	B231080		06/01/2023		PLAN CHECK SERVICES FOR BP#20-0526		\$720.00		
	Paying Fund				Cash Account		Amount		
	405 - Building				405.11000 (Cash)		\$720.00		
139329	08/10/2023	Open			Accounts Payable	CSJVRMA	\$516,648.00		
	Invoice		Date		Description		Amount		
	RMA 2024-0050		07/24/2023		2023/2024 1st Quarter Deposits		\$516,648.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$525.00		
	205 - Sports Facilities				205.11000 (Cash)		\$13.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$96.00		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$2.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$45.00		
	255 - CDBG				255.11000 (Cash)		\$5.00		
	405 - Building				405.11000 (Cash)		\$18.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$209.00		
	420 - WATER				420.11000 (Cash)		\$108.00		
	426 - Transit				426.11000 (Cash)		\$44.00		
	501 - Information Technology				501.11000 (Cash)		\$3.00		
	502 - Engineering				502.11000 (Cash)		\$57.00		
	505 - Fleet				505.11000 (Cash)		\$5.00		
	512 - Casualty Insurance				512.11000 (Cash)		\$515,518.00		
139330	08/10/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$98.18		
	Invoice		Date		Description		Amount		
	8-213-49170		08/04/2023		SHIPPING CHARGES FOR 8/4/23		\$98.18		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$85.77		
	420 - WATER				420.11000 (Cash)		\$12.41		
139331	08/10/2023	Open			Accounts Payable	FRANCHISE TAX BOARD	\$2,059.76		
	Invoice		Date		Description		Amount		
	07312023WILSON		08/04/2023		7-15-23 PAYROLL WITHHOLDING		\$2,059.76		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$2,059.76		
139332	08/10/2023	Open			Accounts Payable	FRANCHISE TAX BOARD	\$256.11		
	Invoice		Date		Description		Amount		
	07312023GONZALEZ		08/04/2023		7-31-23 PAYROLL WITHHOLDING		\$256.11		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$256.11		
139333	08/10/2023	Open			Accounts Payable	GDR ENGINEERING INC	\$15,463.00		
	Invoice		Date		Description		Amount		
	28321		05/31/2023		SR09, 21-018 Lander Ave Rehabilitation-5/1/23 - 5/31/23		\$5,480.00		
	28367		07/31/2023		SR12, 20-002 SW Quadrant Road Rehabilitation- 7/31/23		\$8,150.00		
	28322		05/31/2023		SR01, 19-40 On Call Land Surveying Services-5/1/23 - 5/31/23		\$1,050.00		

Payment Register

From Payment Date: 8/4/2023 - To Payment Date: 8/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	28246		04/30/2023	SR01, 19-40 On Call Land Surveying Services-4/1/23-4/30/23			\$783.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	218 - Measure L			218.11000 (Cash)			\$13,630.00		
	502 - Engineering			502.11000 (Cash)			\$1,833.00		
139334	08/10/2023	Open			Accounts Payable	GOMES & SONS INC, JOE M		\$36,534.28	
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	68437		07/31/2023	CUST #24090 - Fuel Expense for 7/16/23-7/31/23			\$34,393.36		
	68055		07/28/2023	Fuel for Fire #3			\$2,436.30		
	68436		07/28/2023	Fuel for Fire #3			\$2,140.92		
	68435C		07/28/2023	Fuel for Fire #3 - CREDIT FOR INV#68055			(\$2,436.30)		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$17,836.48		
	205 - Sports Facilities			205.11000 (Cash)			\$405.45		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$1,789.60		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,595.33		
	255 - CDBG			255.11000 (Cash)			\$133.02		
	405 - Building			405.11000 (Cash)			\$144.17		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,933.73		
	420 - WATER			420.11000 (Cash)			\$3,276.45		
	426 - Transit			426.11000 (Cash)			\$6,876.39		
	450 - SRWA - Operations			450.11000 (Cash)			\$237.37		
	502 - Engineering			502.11000 (Cash)			\$306.29		
139335	08/10/2023	Open			Accounts Payable	Granberg & Associates		\$20,125.00	
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	62		06/30/2023	SRWA Contract General Manager for 2022-23 for June 2023			\$20,125.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	950 - SRWA - JPA			950.11000 (Cash)			\$20,125.00		
139336	08/10/2023	Open			Accounts Payable	GREEN HORIZON INC		\$760.00	
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	38964		08/01/2023	Landscape Maintenance Services-829/831 Vermont July 2023			\$100.00		
	38965		08/01/2023	Landscape Maintenance Services- 570 JasonDr July 2023			\$80.00		
	38967		08/01/2023	Landscape Maintenance Services-1205 Lambert July 2023			\$120.00		
	38970		08/01/2023	Landscape Maintenance Services-573 Birchwood July 2023			\$120.00		
	38969		08/01/2023	Landscape Maintenance Services-901 High St July 2023			\$120.00		
	38968		08/01/2023	Landscape Maintenance Services-2065 Cody Dr July 2023			\$120.00		
	38966		08/01/2023	Landscape Maintenance Services-1827 Shadow Pk- July 2023			\$100.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	255 - CDBG			255.11000 (Cash)			\$640.00		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$120.00		

Payment Register

From Payment Date: 8/4/2023 - To Payment Date: 8/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139337	08/10/2023	Open			Accounts Payable	HCI SYSTEMS INC	\$1,475.00		
	Invoice		Date	Description		Amount			
	I0037122		04/28/2023	Service Order SV2302170043		\$1,475.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,475.00			
139338	08/10/2023	Open			Accounts Payable	Inferrera Construction Mgmt Group, Inc	\$37,082.29		
	Invoice		Date	Description		Amount			
	23076		06/30/2023	SRWA - Construction Management 2022-23 for June 2023		\$37,082.29			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$37,082.29			
139339	08/10/2023	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$63,668.02		
	Invoice		Date	Description		Amount			
	47995R		06/30/2023	22-001 CM for Projects for 2022 Construction Rds Program-6/30/23		\$63,668.02			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$63,668.02			
139340	08/10/2023	Open			Accounts Payable	Mountain Cascade, Inc.	\$407,522.23		
	Invoice		Date	Description		Amount			
	020		06/30/2023	18-69 Surface Water Distribution System Improv 6/1/23-6/30/23		\$407,522.23			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$407,522.23			
139341	08/10/2023	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$4,314.00		
	Invoice		Date	Description		Amount			
	3751301		06/30/2023	19-51 Design Services for Columbia Pool Improv- 6/5/23-6/30/23		\$4,314.00			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$4,314.00			
139342	08/10/2023	Open			Accounts Payable	OLIVER THOMAS & HOLLIS INVESTIGATIONS, INC	\$9,504.00		
	Invoice		Date	Description		Amount			
	22535		06/30/2023	Oliver, Thomas, & Hollis Services 2.8.2023		\$4,686.00			
	22607		06/30/2023	Oliver, Thomas, & Hollis Services 5.19.2023		\$4,818.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$9,504.00			
139343	08/10/2023	Open			Accounts Payable	P G & E	\$37.38		
	Invoice		Date	Description		Amount			
	COLUMBIA 8/2/23		08/02/2023	6180280303-3 / 600 Columbia St		\$8.65			
	HIGH 8/2/23		08/02/2023	0221941093-9 / 595 High St		\$8.38			
	R.BOESCH 8/2/23		08/02/2023	4388605407-1 / 275 N Orange		\$20.35			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$37.38			
139344	08/10/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$35,693.64		
	Invoice		Date	Description		Amount			
	102308		07/24/2023	City Wide Chlorination Project June 1 - June 30th 2023		\$8,527.95			

Payment Register

From Payment Date: 8/4/2023 - To Payment Date: 8/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	101966		06/30/2023	23-032 Engineering Design Services Task Order 1- 6/1/23 - 6/30/23			\$27,165.69		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$27,165.69		
	420 - WATER			420.11000 (Cash)			\$8,527.95		
139345	08/10/2023	Open			Accounts Payable	SEEGERS PRINTING INC		\$1,715.19	
	Invoice		Date	Description			Amount		
	0141758-IN		07/24/2023	Chlorination Bill Insert - August			\$1,715.19		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,715.19		
139346	08/10/2023	Open			Accounts Payable	T I D		\$19.49	
	Invoice		Date	Description			Amount		
	07/26/23 ShadowP		07/26/2023	Acct 5637003297 for 1827 Shadow Park			\$19.49		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$19.49		
139347	08/10/2023	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC		\$4,363.25	
	Invoice		Date	Description			Amount		
	438353		07/02/2023	Utilities Maintenance Worker I 7/2/23-7/5/23			\$539.00		
	438358		07/02/2023	Utilities Maintenance Worker I 7/2/23-7/5/23			\$803.50		
	444687		07/16/2023	City Engineer 7/16/23-7/23/23			\$861.50		
	415512		06/30/2023	Information Technology Technician 4/30/23-5/3/23			\$533.00		
	415515		06/30/2023	Information Technology Technician 4/30/23-5/3/23			\$774.50		
	417675		05/07/2023	Housing Program Manager 5.7.23-5.14.2023			\$851.75		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$851.75		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$671.25		
	420 - WATER			420.11000 (Cash)			\$671.25		
	501 - Information Technology			501.11000 (Cash)			\$1,307.50		
	502 - Engineering			502.11000 (Cash)			\$861.50		
139348	08/10/2023	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.		\$766.25	
	Invoice		Date	Description			Amount		
	1138491		07/31/2023	901 High St- labor for HVAC issue			\$337.50		
	1138509		07/31/2023	901 High St- HVAC work -clean out			\$428.75		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$766.25		
139349	08/10/2023	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC		\$5,000.00	
	Invoice		Date	Description			Amount		
	20213		07/31/2023	Consulting Services for July 2023			\$5,000.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,500.00		
	420 - WATER			420.11000 (Cash)			\$2,500.00		
139350	08/10/2023	Open			Accounts Payable	TURLOCK CITY TOW INC		\$40.00	
	Invoice		Date	Description			Amount		
	128790		06/23/2023	TOWING SERVICE FOR PD ON 6/23/23			\$40.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$40.00		

Payment Register

From Payment Date: 8/4/2023 - To Payment Date: 8/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139351	08/10/2023	Open			Accounts Payable	TURLOCK JOURNAL	\$165.00		
	Invoice		Date	Description		Amount			
	344303		08/02/2023	Public Notice for 7/6/23 Planning Commission Meeting		\$165.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$165.00			
139352	08/10/2023	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$741,565.77		
	Invoice		Date	Description		Amount			
	JUN 2023 TRUP UP		08/10/2023	JUNE 2023 TRUP UP		\$390,068.97			
	JUL 2023 TRUP UP		08/10/2023	JULY 2023 JULY TRUP UP		\$351,496.80			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$741,565.77			
139353	08/10/2023	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,323.93		
	Invoice		Date	Description		Amount			
	0128444230801		08/01/2023	Acct #128444 - Public Safety internet service		\$733.71			
	0131803230801		08/01/2023	Acct #131803 - Transit Center telephone		\$590.22			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$733.71			
	426 - Transit			426.11000 (Cash)		\$590.22			
139354	08/10/2023	Open			Accounts Payable	Viking Shred, LLC	\$296.00		
	Invoice		Date	Description		Amount			
	51130994		07/11/2023	CITY WIDE SHREDDING - JULY 2023		\$296.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$266.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$30.00			
139355	08/10/2023	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$3,072.00		
	Invoice		Date	Description		Amount			
	970001		08/01/2023	Add: WT23-875 2023 Ford F250		\$113.00			
	962902		07/10/2023	Add Police & SRWA Vehicles, Inc Buses		\$2,959.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,135.00			
	420 - WATER			420.11000 (Cash)		\$113.00			
	426 - Transit			426.11000 (Cash)		\$361.00			
	450 - SRWA - Operations			450.11000 (Cash)		\$463.00			
139356	08/10/2023	Open			Accounts Payable	BLANC, KEVIN	\$216.00		
	Invoice		Date	Description		Amount			
	TR 4829 PER DIEM		07/14/2023	CHIA, LAS VEGAS, 8/15/23 - 8/18/23 - BLANC		\$216.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$216.00			
139357	08/10/2023	Open			Accounts Payable	D.A. WOOD CONSTRUCTION	\$2,246.57		
	Invoice		Date	Description		Amount			
	METER #14759390		06/30/2023	HYDRANT METER #14759390 PERMIT REFUND		\$2,246.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,471.00			
	420 - WATER			420.11000 (Cash)		(\$224.43)			

Payment Register

From Payment Date: 8/4/2023 - To Payment Date: 8/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139358	08/10/2023	Open			Accounts Payable	DUSEL, JOSEPH	\$350.00		
	Invoice		Date	Description			Amount		
	TR 4847 PER DIEM		08/08/2023	POST MGMT. COURSE #24-2 MODULE A, SANTA CRUZ, 8/20/23-8/25/23			\$350.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$350.00		
139359	08/10/2023	Open			Accounts Payable	Garcia, Raymond	\$445.35		
	Invoice		Date	Description			Amount		
	Prof Dev FY23/24		08/01/2023	PROFESSIONAL DEVELOPMENT FY 23/24			\$445.35		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$222.67		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$222.68		
139360	08/10/2023	Open			Accounts Payable	IBARRA, MICHAEL	\$65.00		
	Invoice		Date	Description			Amount		
	IBARRA		08/08/2023	REIMBURSEMENT FOR T2			\$65.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$65.00		
139361	08/10/2023	Open			Accounts Payable	IBARRA, MICHAEL	\$320.00		
	Invoice		Date	Description			Amount		
	PER DIEM 4845		08/04/2023	MITCH'S BACKFLOW CLASS, SACRAMENTO CA, 08/20/23-08/25/23			\$320.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$320.00		
139362	08/10/2023	Open			Accounts Payable	NAVARRO , FRANCISCO	\$216.00		
	Invoice		Date	Description			Amount		
	TR 4829 PER DIEM		07/14/2023	CHIA, LAS VEGAS, 8/15/23 - 8/18/23 - NAVARRO			\$216.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$216.00		
139363	08/10/2023	Open			Accounts Payable	RUCKER, GREG	\$320.00		
	Invoice		Date	Description			Amount		
	PER DIEM 4845		08/04/2023	MITCH'S BACKFLOW CLASS, SACRAMENTO CA, 08/20/23-08/25/23			\$320.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$320.00		
139364	08/10/2023	Open			Accounts Payable	SINGH, JAGDEV	\$99,000.00		
	Invoice		Date	Description			Amount		
	EP23-094E		08/05/2023	IMPROVEMENT SECURITY 905 FLOWER STREET			\$99,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$99,000.00		
139365	08/10/2023	Open			Accounts Payable	SLIFERT, LYDIA	\$34.00		
	Invoice		Date	Description			Amount		
	BL #502503		08/08/2023	REFUND BL OVERPAYMENT			\$34.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$34.00		

Type Check Totals:
AP - Accounts Payable Totals

44 Transactions

\$2,050,299.80

Checks Status Count Transaction Amount Reconciled Amount

Payment Register

From Payment Date: 8/4/2023 - To Payment Date: 8/10/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	44	\$2,050,299.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	44	\$2,050,299.80	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	44	\$2,050,299.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	44	\$2,050,299.80	\$0.00	
Grand Totals:					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	44	\$2,050,299.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	44	\$2,050,299.80	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	44	\$2,050,299.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	44	\$2,050,299.80	\$0.00	

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
4962	03/02/2023	Open			Accounts Payable	Cypress Title Corporation	\$373,159.60		
	Invoice		Date		Description		Amount		
	573Birchwood-Pur		03/02/2023		Purchase of 573 Birchwood Way, Turlock CA		\$373,159.60		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$93,159.60		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$280,000.00		
4963	03/02/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$438,088.63		
	Invoice		Date		Description		Amount		
	1827 Shadow Park		03/02/2023		Purchase of 1827 Shadow Park Dr		\$438,088.63		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$158,088.63		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$280,000.00		
5028	03/21/2023	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$3,316,765.09		
	Invoice		Date		Description		Amount		
	31 Rev 00		03/09/2023		SRWA - Design Build Contract 2022-23 for February 2023		\$3,316,765.09		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$3,316,765.09		
5029	03/24/2023	Open			Accounts Payable	COHNREZNICK LLP	\$50,000.00		
	Invoice		Date		Description		Amount		
	03/17/23		03/23/2023		Housing Services - Retainer		\$50,000.00		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$20,000.00		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$20,000.00		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$10,000.00		
5130	03/24/2023	Open			Accounts Payable	US BANK-VISA	\$103,072.04		
	Invoice		Date		Description		Amount		
	3/22/2023X9452		03/24/2023		Procurement Card Charges - 3/22/23 Statement		\$103,072.04		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$103,072.04		
5307	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$40.00		
	Invoice		Date		Description		Amount		
	817327431		03/13/2023		CLAIMS FEBRUARY 2023 - RETIREE		\$40.00		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$40.00		
5308	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,524.97		
	Invoice		Date		Description		Amount		
	817327430		03/13/2023		CLAIMS FEBRUARY 2023 - TAPO		\$1,524.97		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$1,524.97		
5309	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$712.57		
	Invoice		Date		Description		Amount		
	817327425		03/13/2023		CLAIMS FEBRUARY 2023 - FIRE		\$712.57		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$712.57		

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5310	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,112.40		
	Invoice		Date	Description		Amount			
	817327423		03/13/2023	CLAIMS FEBRUARY 2023 - TCEA		\$1,112.40			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$1,112.40			
5311	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$241.35		
	Invoice		Date	Description		Amount			
	817327420		03/13/2023	CLAIMS FEBRUARY 2023 - MGMT		\$241.35			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$241.35			
5312	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$74.50		
	Invoice		Date	Description		Amount			
	817330529		03/13/2023	CLAIMS FEBRUARY 2023 - CITY OF TURLOCK		\$74.50			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$74.50			
5313	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	817293386		03/13/2023	PREMIUMS MARCH 2023 - CITY OF TURLOCK		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			
5314	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description		Amount			
	817305422		03/13/2023	PREMIUMS MARCH 2023 - RETIREES		\$81.76			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$81.76			
5315	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
	Invoice		Date	Description		Amount			
	817305423		03/13/2023	PREMIUMS MARCH 2023 - TMAPS		\$10.22			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$10.22			
5316	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$189.07		
	Invoice		Date	Description		Amount			
	817305425		03/13/2023	PREMIUMS MARCH 2023 - FIRE		\$189.07			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$189.07			
5317	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$51.10		
	Invoice		Date	Description		Amount			
	817305426		03/13/2023	PREMIUMS MARCH 2023 - CONFIDENTIAL		\$51.10			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$51.10			
5318	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$66.43		
	Invoice		Date	Description		Amount			
	817305427		03/13/2023	PREMIUMS MARCH 2023 - MGMT		\$66.43			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$66.43			

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5319	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$771.61		
	Invoice		Date	Description		Amount			
	817305428		03/13/2023	PREMIUMS MARCH 2023 - TCEA		\$771.61			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$771.61			
5320	03/13/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$434.35		
	Invoice		Date	Description		Amount			
	817305424		03/13/2023	PREMIUMS MARCH 2023 - TAPO		\$434.35			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$434.35			
5321	03/07/2023	Open			Accounts Payable	CalPERS	\$285,717.78		
	Invoice		Date	Description		Amount			
	2/28/23PR		03/07/2023	2/28/23PR-CALPERS		\$285,717.78			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$285,717.94			
	110 - General Fund			110.11000 (Cash)		(\$0.16)			
5322	03/23/2023	Open			Accounts Payable	CalPERS	\$279,316.73		
	Invoice		Date	Description		Amount			
	3/15/23PR		03/23/2023	3/15/23PR-CALPERS		\$279,316.73			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$279,316.75			
	110 - General Fund			110.11000 (Cash)		(\$0.02)			
5323	03/01/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,263.02		
	Invoice		Date	Description		Amount			
	BE005405948		03/31/2023	DELTA DENTAL CLAIMS FOR 2/17/23-2/23/23		\$6,263.02			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$6,263.02			
5324	03/01/2023	Open			Accounts Payable	UMR	\$103,065.51		
	Invoice		Date	Description		Amount			
	2/21/23-2/27/23		03/31/2023	UMR CLAIMS FOR 2/21/23-2/27/23		\$103,065.51			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$103,065.51			
5325	03/03/2023	Open			Accounts Payable	CA SDU	\$2,649.50		
	Invoice		Date	Description		Amount			
	2/28/23PR		03/03/2023	2/28/23PR-CHILD SUPPORT PAYMENT		\$2,649.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,649.50			
5326	03/03/2023	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$5,574.31		
	Invoice		Date	Description		Amount			
	2/28/23PR		03/03/2023	2/28/23PR-GOLDEN 1 CU		\$5,574.31			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$5,574.31			
5327	03/03/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$190,974.59		
	Invoice		Date	Description		Amount			
	2/28/23PR		03/03/2023	2/28/23PR-FEDERAL TAXES		\$190,974.59			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$190,974.59			

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5328	03/06/2023	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$56,967.99		
	Invoice		Date			Description	Amount		
	2/2/23PR		03/06/2023			2/28/23PR-STATE TAXES	\$56,967.99		
	Paying Fund					Cash Account	Amount		
	104 - Payroll Clearing Fund					104.11000 (Cash)	\$56,967.99		
5329	03/03/2023	Open			Accounts Payable	T A P O	\$5,203.60		
	Invoice		Date			Description	Amount		
	2/28/23PR		03/03/2023			2/28/23PR-TAPO DUES	\$5,203.60		
	Paying Fund					Cash Account	Amount		
	104 - Payroll Clearing Fund					104.11000 (Cash)	\$5,203.60		
5330	03/03/2023	Open			Accounts Payable	T C E A	\$2,875.50		
	Invoice		Date			Description	Amount		
	2/28/23PR		03/03/2023			2/28/23PR-TCEA DUES	\$2,875.50		
	Paying Fund					Cash Account	Amount		
	104 - Payroll Clearing Fund					104.11000 (Cash)	\$2,875.50		
5331	03/03/2023	Open			Accounts Payable	TMAPS	\$250.00		
	Invoice		Date			Description	Amount		
	2/28/23PR		03/03/2023			2/28/23PR-TMAPS DUES	\$250.00		
	Paying Fund					Cash Account	Amount		
	104 - Payroll Clearing Fund					104.11000 (Cash)	\$250.00		
5332	03/03/2023	Open			Accounts Payable	T C E A	\$71.00		
	Invoice		Date			Description	Amount		
	2/28/23PR-BENEVO		03/03/2023			2/28/23PR-TCEA BENEVOLENCE DUES	\$71.00		
	Paying Fund					Cash Account	Amount		
	104 - Payroll Clearing Fund					104.11000 (Cash)	\$71.00		
5333	03/06/2023	Open			Accounts Payable	CalPERS	\$1,903.99		
	Invoice		Date			Description	Amount		
	8/31/22PR-CORR		03/06/2023			8/31/22PR-D ANTHIENY & M DIAZ RETRO CANINE	\$1,903.99		
	Paying Fund					Cash Account	Amount		
	104 - Payroll Clearing Fund					104.11000 (Cash)	\$1,885.41		
	110 - General Fund					110.11000 (Cash)	\$18.58		
5334	03/06/2023	Open			Accounts Payable	ICMA-RC	\$156.17		
	Invoice		Date			Description	Amount		
	8/31/22PR-CORR		03/06/2023			8/31/22PR-R GARCIA	\$156.17		
	Paying Fund					Cash Account	Amount		
	104 - Payroll Clearing Fund					104.11000 (Cash)	\$156.17		
5335	03/06/2023	Open			Accounts Payable	ICMA-RC	\$88,050.80		
	Invoice		Date			Description	Amount		
	2/28/23PR		03/06/2023			2/28/23PR-ICMA	\$88,050.80		
	Paying Fund					Cash Account	Amount		
	104 - Payroll Clearing Fund					104.11000 (Cash)	\$88,050.80		
5336	03/08/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$10,747.21		
	Invoice		Date			Description	Amount		
	BE005415350		03/08/2023			DELTA DENTAL CLAIMS FOR 2/24/23-3/2/23	\$10,747.21		
	Paying Fund					Cash Account	Amount		
	511 - Health Care					511.11000 (Cash)	\$10,747.21		

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5337	03/08/2023	Open			Accounts Payable	T A P O	\$14,850.44		
	Invoice		Date		Description		Amount		
	2/28/23PR-RHS		03/08/2023		2/28/23PR-TAPO RHS DUES		\$14,850.44		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$14,850.44		
5338	03/08/2023	Open			Accounts Payable	TFRA	\$8,554.97		
	Invoice		Date		Description		Amount		
	2/28/23PR-RHS		03/08/2023		2/28/23PR-TFRA RHS DUES		\$8,554.97		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$8,554.97		
5339	03/08/2023	Open			Accounts Payable	UMR	\$151,310.27		
	Invoice		Date		Description		Amount		
	2/28/23-3/6/23		03/08/2023		UMR CLAIMS FOR 2/28/23-3/6/23		\$151,310.27		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$151,310.27		
5340	03/09/2023	Open			Accounts Payable	CalPERS	\$183.00		
	Invoice		Date		Description		Amount		
	1/31/22PR-CORR 5		03/09/2023		1/31/22PR-CALPERS CORRECTION TO UNDERPAYMENT ON 2/11/22		\$183.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$183.01		
	110 - General Fund				110.11000 (Cash)		(\$0.01)		
5341	03/15/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$7,838.12		
	Invoice		Date		Description		Amount		
	BE005418263		03/15/2023		DELTA DENTAL CLAIMS FOR 3/3/23-3/9/23		\$7,838.12		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$7,838.12		
5342	03/14/2023	Open			Accounts Payable	ICMA-RC	\$11,819.78		
	Invoice		Date		Description		Amount		
	1/15/23PR-GROSSM		03/14/2023		1/15/23PR-C GROSSMAN RHS		\$11,819.78		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$11,819.78		
5343	03/15/2023	Open			Accounts Payable	UMR	\$121,479.29		
	Invoice		Date		Description		Amount		
	3/7/23-3/13/23		03/15/2023		UMR CLAIMS FOR 3/7/23-3/13/23		\$121,479.29		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$121,479.29		
5344	03/16/2023	Open			Accounts Payable	UMR	(\$972.34)		
	Invoice		Date		Description		Amount		
	FEB23 COBRA REF		03/16/2023		UMR FEBRUARY COBRA REFUND		(\$972.34)		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		(\$972.34)		
5345	03/16/2023	Open			Accounts Payable	UMR	(\$5,892.00)		
	Invoice		Date		Description		Amount		
	FEB23 RET REFUND		03/16/2023		UMR FEBRUARY 2023 RETIREE REFUND		(\$5,892.00)		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		(\$5,892.00)		

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5346	03/20/2023	Open			Accounts Payable	CA SDU	\$2,555.00		
	Invoice		Date	Description			Amount		
	3/15/23PR		03/20/2023	3/15/23PR-CHILD SUPPORT PAYMENT			\$2,555.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,555.00		
5347	03/20/2023	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$5,574.31		
	Invoice		Date	Description			Amount		
	3/15/23PR		03/20/2023	3/15/23PR-GOLDEN 1 CU			\$5,574.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,574.31		
5348	03/21/2023	Open			Accounts Payable	ICMA-RC	\$88,503.40		
	Invoice		Date	Description			Amount		
	3/15/23PR		03/21/2023	3/15/23PR-ICMA			\$88,503.40		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$88,503.40		
5349	03/20/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$170,894.54		
	Invoice		Date	Description			Amount		
	3/15/23PR		03/20/2023	3/15/23PR-FEDERAL TAXES			\$170,894.54		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$170,894.54		
5350	03/20/2023	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$50,525.14		
	Invoice		Date	Description			Amount		
	3/15/23PR		03/20/2023	3/15/23PR-STATE TAXES			\$50,525.14		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$50,525.14		
5351	03/20/2023	Open			Accounts Payable	T A P O	\$5,133.60		
	Invoice		Date	Description			Amount		
	3/15/23PR		03/20/2023	3/15/23PR-TAPO DUES			\$5,133.60		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,133.60		
5352	03/20/2023	Open			Accounts Payable	T C E A	\$2,956.50		
	Invoice		Date	Description			Amount		
	3/15/23PR		03/20/2023	3/15/23PR-TCEA DUES			\$2,956.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,956.50		
5353	03/20/2023	Open			Accounts Payable	TFRA	\$5,331.48		
	Invoice		Date	Description			Amount		
	3/15/23PR		03/20/2023	3/15/23PR-TFRA DUES			\$5,331.48		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,331.48		
5354	03/20/2023	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$420.00		
	Invoice		Date	Description			Amount		
	3/15/23PR		03/20/2023	3/15/23PR-FIRE INC DUES			\$420.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$420.00		

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5355	03/20/2023	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$215.00		
	Invoice		Date		Description		Amount		
	3/15/23PR		03/20/2023		3/15/23PR-TURLOCK HEALTH CLUB		\$215.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$215.00		
5356	03/20/2023	Open			Accounts Payable	T C E A	\$73.00		
	Invoice		Date		Description		Amount		
	3/15/23PR-BENEVO		03/20/2023		3/15/23PR-TCEA BENEVOLENCE DUES		\$73.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$73.00		
5357	03/21/2023	Open			Accounts Payable	T A P O	\$14,857.77		
	Invoice		Date		Description		Amount		
	3/15/23PR-RHS		03/21/2023		3/15/23PR-TAPO RHS DUES		\$14,857.77		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$14,857.77		
5358	03/21/2023	Open			Accounts Payable	TFRA	\$8,561.39		
	Invoice		Date		Description		Amount		
	3/15/23PR-RHS		03/21/2023		3/15/23PR-TFRA RHS DUES		\$8,561.39		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$8,561.39		
5359	03/22/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$7,889.40		
	Invoice		Date		Description		Amount		
	BE005422954		03/22/2023		DELTA DENTAL CLAIMS FOR 3/10/23-3/16/23		\$7,889.40		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$7,889.40		
5360	03/22/2023	Open			Accounts Payable	UMR	\$418.78		
	Invoice		Date		Description		Amount		
	APR 23 CUSTODIAL		03/22/2023		UMR APRIL 2023 CUSTODIAL AND BANKING FEE		\$418.78		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$418.78		
5361	03/22/2023	Open			Accounts Payable	UMR	\$115,974.24		
	Invoice		Date		Description		Amount		
	APR 23 PREM		03/22/2023		UMR APRIL 2023 HEALTH PREMIUMS		\$115,974.24		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$115,974.24		
5362	03/22/2023	Open			Accounts Payable	UMR	\$176,581.63		
	Invoice		Date		Description		Amount		
	3/14/23-3/20/23		03/22/2023		UMR CLAIMS FOR 3/14/23-3/20/23		\$176,581.63		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$176,581.63		
5363	03/23/2023	Open			Accounts Payable	CalPERS	\$136.96		
	Invoice		Date		Description		Amount		
	9/30 & 10/15/22		03/23/2023		9/30/22 & 10/15/22PR-CALPERS-V MOSHI		\$136.96		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$136.93		

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			\$0.03		
5364	03/24/2023	Open			Accounts Payable	CalPERS	\$45,987.14		
	Invoice		Date	Description			Amount		
	11/30/22PR-HOL		03/24/2023	11/30/22PR-CALPERS-PD HOLIDAY CASH OUTS			\$45,987.14		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$45,986.98		
	110 - General Fund			110.11000 (Cash)			\$0.16		
5365	03/24/2023	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$21,089.65		
	Invoice		Date	Description			Amount		
	APRIL 2023		03/24/2023	UNUM LTD AND LIFE INSURANCE FOR APRIL 2023			\$21,089.65		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$21,089.65		
5366	03/29/2023	Open			Accounts Payable	UMR	\$103,369.21		
	Invoice		Date	Description			Amount		
	3/21/23-3/27/23		03/29/2023	UMR CLAIMS FOR 3/21/23-3/27/23			\$103,369.21		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$103,369.21		
5367	03/31/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$181,857.17		
	Invoice		Date	Description			Amount		
	3/31/23PR		03/31/2023	3/31/23PR-FEDERAL TAXES			\$181,857.17		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$181,857.17		
5368	03/20/2023	Open			Accounts Payable	CalPERS	\$425.24		
	Invoice		Date	Description			Amount		
	2/28/23PR-RETRO		03/20/2023	2/28/23PR-CALPERS-RETRO CORRECTION-DHAMI			\$425.24		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$425.24		
5369	03/06/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$97.92		
	Invoice		Date	Description			Amount		
	2/28/23PR-DURAN		03/06/2023	2/28/23PR-FEDERAL TAXES-DURAN			\$97.92		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$97.92		
5370	03/31/2023	Open			Accounts Payable	Optum Bank, Inc.	\$21,210.92		
	Invoice		Date	Description			Amount		
	2/28/23PR		03/03/2023	2/28/23PR-HSA EE & ER			\$10,631.50		
	3/15/23PR		03/20/2023	3/15/23PR-HSA EE & ER			\$10,579.42		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$21,210.92		

Type EFT Totals:
AP - Accounts Payable Totals

69 Transactions

\$6,666,009.64

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	\$6,666,009.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	69	\$6,666,009.64	\$0.00

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	69	\$6,666,009.64	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	69	\$6,666,009.64	\$0.00	
Grand Totals:									
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	69	\$6,666,009.64	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	69	\$6,666,009.64	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	69	\$6,666,009.64	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	69	\$6,666,009.64	\$0.00	



***INVESTMENT AND CASH REPORT
FOR JULY 31, 2023***

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of JULY 31, 2023 totaled the following:

Invested Cash	\$	182,385,936.61
Demand Deposits (excludes outstanding items)	\$	61,757,219.77
Total Cash and Investments	\$	<u>244,143,156.38</u>

See the attached *Schedule of Investments* for detail regarding individual investments.

In compliance with the California Government Code, The City of Turlock has adequate resources to meet its expenditure requirements for the next six months.

COMPLIANCE WITH INVESTMENT POLICY

As of JULY 31, 2023, the investment portfolio was in compliance with all elements of the City's Investment Policy.

Prepared by: Jamie Gomes, Accountant II

Jamie Gomes
Signature

08/15/2023
Date Signed

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

Diana Lewis
Signature

08/15/2023
Date Signed

Updated: August 14, 2023

CITY OF TURLOCK
Schedule of Investments - As of 7-23

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Local Agency Investment Fund (LAIF)	\$ 75,000,000.00	\$ 75,000,000.00	3.305%	3.305%	n/a	n/a	\$ 75,000,000.00	Quarterly
Total LAIF	75,000,000.00	75,000,000.00					75,000,000.00	
DEMAND DEPOSITS:								
West America Bank Daily Receipts (unreconciled)	61,747,299.77	61,747,299.77	0.08%	0.08%	n/a	n/a	61,747,299.77	monthly
Petty Cash	9,920.00	9,920.00	n/a	n/a	n/a	n/a	9,920.00	n/a
Total Demand Deposits	61,757,219.77	61,757,219.77					61,757,219.77	
CERTIFICATES OF DEPOSIT:								
Oak Valley Community Bank	2,042,649.96	2,042,649.96	0.350%	0.350%	9/2/21	9/2/23	2,042,649.96	Maturity
Oak Valley Community Bank	3,042,509.06	3,042,509.06	0.200%	0.200%	9/2/22	9/2/23	3,042,509.06	Maturity
Bank of Stockton	2,160,696.93	2,160,696.93	0.200%	0.200%	10/16/22	10/16/23	2,160,696.93	Maturity
Bank of Stockton	1,190,683.22	1,190,683.22	0.200%	0.200%	10/23/22	10/23/23	1,190,683.22	Maturity
Enerbank USA	247,000.00	247,000.00	1.800%	1.800%	11/22/19	11/22/23	244,431.90	Monthly
Farmers & Merchants Bank	2,337,302.33	2,337,302.33	3.550%	3.550%	2/2/23	2/2/24	2,337,302.33	Maturity
Farmers & Merchants Bank	1,177,344.14	1,177,344.14	3.550%	3.550%	2/4/23	2/4/24	1,177,344.14	Maturity
Flagstar Bank FSB	249,000.00	249,000.00	0.500%	0.500%	7/31/20	7/31/24	236,915.95	Jan & Jul
Bank of Stockton	1,179,037.41	1,179,037.41	0.200%	0.200%	4/13/23	10/13/24	1,179,037.41	Maturity
Raymond James Bank NA	247,000.00	247,000.00	1.850%	1.850%	11/26/19	11/26/24	235,695.98	May & Nov
State Bank of India	247,000.00	247,000.00	2.050%	2.050%	11/27/19	11/27/24	236,298.96	May & Nov
Merrick Bank	247,000.00	247,000.00	1.800%	1.800%	11/29/19	11/29/24	235,401.94	Monthly
East Boston Savings Bank	249,000.00	249,000.00	0.500%	0.500%	8/14/20	8/14/25	225,521.06	Monthly
Enterprise Bank/PA	249,000.00	249,000.00	0.500%	0.500%	8/14/20	8/14/25	225,521.06	Monthly
Pony Express Bank	249,000.00	249,000.00	0.450%	0.450%	8/14/20	8/14/25	225,281.20	Monthly
First Carolina Bank	249,000.00	249,000.00	0.450%	0.450%	8/20/20	8/20/25	225,109.52	Monthly
Total Certificates of Deposit	15,363,223.05	15,363,223.05					15,220,400.62	
MONEY MARKET AND MUTUAL FUNDS								
Oak Valley Community Bank-MM	5,039,718.47	5,039,718.47	0.100%	0.100%	9/2/15	open	5,039,718.47	monthly
	5,039,718.47	5,039,718.47					5,039,718.47	
U.S. TREASURIES:								
US Treasury Note	MATURED	MATURED	1.250%	0.243%	6/30/21	7/31/23	MATURED	Jan & July
US Treasury Note	2,049,375.00	2,000,000.00	1.375%	0.274%	6/30/21	9/30/23	1,986,953.12	March & Sept
US Treasury Note	1,992,500.00	2,000,000.00	0.125%	0.289%	6/30/21	10/15/23	1,978,593.76	Apr & Oct
US Treasury Note	1,950,312.50	2,000,000.00	2.500%	4.702%	11/29/22	1/31/24	1,971,406.24	Jan & July
US Treasury Note	1,954,375.00	2,000,000.00	2.750%	4.705%	11/29/22	2/15/24	1,971,875.00	Feb & Aug
US Treasury Note	1,961,250.00	2,000,000.00	2.250%	3.373%	6/16/22	3/31/24	1,959,648.44	March & Sept
US Treasury Note	1,990,234.38	2,000,000.00	0.250%	0.421%	6/30/21	5/15/24	1,920,859.38	May & Nov
US Treasury Note	1,988,515.63	2,000,000.00	0.250%	0.446%	6/30/21	6/15/24	1,913,906.24	Jun & Dec
US Treasury Note	2,048,125.00	2,000,000.00	1.250%	0.484%	6/30/21	8/31/24	1,913,906.24	Feb & Aug
US Treasury Note	2,092,500.00	2,000,000.00	1.500%	0.228%	2/3/21	9/30/24	1,914,296.88	March & Sept
US Treasury Note	1,032,343.75	1,000,000.00	1.500%	0.520%	6/30/21	10/31/24	1,908,906.24	Apr & Oct
US Treasury Note	1,023,476.56	1,000,000.00	1.500%	0.701%	11/10/21	10/31/24		Apr & Oct
US Treasury Note	2,036,875.00	2,000,000.00	2.000%	1.377%	2/3/22	2/15/25	1,907,187.50	Feb & Aug
US Treasury Note	1,980,000.00	2,000,000.00	0.500%	0.800%	11/10/21	3/31/25	1,855,234.38	March & Sept
US Treasury Note	1,955,625.00	2,000,000.00	2.750%	3.558%	6/16/22	5/15/25	1,922,968.76	May & Nov
US Treasury Note	1,965,703.13	2,000,000.00	0.250%	0.685%	6/30/21	6/30/25	1,830,859.38	Jun & Dec
US Treasury Note	1,963,750.00	2,000,000.00	0.250%	0.701%	6/30/21	7/31/25	1,824,921.88	Jan & July
US Treasury Note	1,961,171.88	2,000,000.00	0.250%	0.724%	6/30/21	8/31/25	1,819,375.00	Feb & Aug
US Treasury Note	1,955,000.00	2,000,000.00	0.375%	0.942%	11/10/21	11/30/25	1,809,921.88	May & Nov
US Treasury Note	1,977,734.38	2,000,000.00	0.750%	1.010%	11/10/21	3/31/26	1,811,015.62	March & Sept
US Treasury Note	1,791,406.25	2,000,000.00	0.750%	3.602%	6/16/22	5/31/26	1,799,531.24	May & Nov
US Treasury Note	970,781.25	1,000,000.00	0.875%	1.564%	2/3/22	6/30/26	902,148.44	Jun & Dec
US Treasury Note	1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,784,765.62	Jan & July

CITY OF TURLOCK
Schedule of Investments - As of 7-23

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
US Treasury Note	1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,833,671.88	March & Sept
US Treasury Note	1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,800,781.24	Apr & Oct
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,922,265.62	Jun & Dec
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	942,382.81	Jan & July
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,148,515.62	Feb & Aug
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	1,985,703.12	March & Sept
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	1,986,093.76	Apr & Oct
Total U.S. Treasuries	53,353,164.09	54,000,000.00					51,327,695.29	
U.S. AGENCY SECURITIES:								
FHLMC (Freddie Mac)	2,005,616.00	2,000,000.00	0.250%	0.140%	2/3/21	8/24/23	1,993,637.84	Feb & Aug
FNMA (Fannie Mae)	2,004,982.00	2,000,000.00	0.250%	0.161%	2/3/21	11/27/23	1,967,263.72	May & Nov
FFCB (Federal Farm Credit Bank)	2,000,000.00	2,000,000.00	1.200%	1.200%	2/3/22	4/3/24	1,942,228.88	Apr & Oct
FNMA (Fannie Mae)	2,104,000.00	2,000,000.00	1.750%	0.220%	2/3/21	7/2/24	1,933,613.48	Jan & July
FFCB (Federal Farm Credit Bank)	2,013,840.00	2,000,000.00	4.875%	4.529%	11/30/22	1/10/25	1,988,883.32	Jan & July
FHLB (Federal Home Loan Bank)	2,062,460.00	2,000,000.00	1.750%	0.920%	11/10/21	9/12/25	1,871,906.88	March & Sept
FFCB (Federal Farm Credit Bank)	1,992,294.00	2,000,000.00	1.440%	1.540%	2/3/22	1/27/26	1,842,246.96	Jan & July
FFCB (Federal Farm Credit Bank)	2,000,000.00	2,000,000.00	1.560%	1.560%	2/3/22	2/3/26	1,848,144.98	Feb & Aug
FFCB (Federal Farm Credit Bank)	957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	884,345.57	Feb & Aug
FHLB (Federal Home Loan Bank)	1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/11/26	935,984.49	June & Dec
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	897,726.49	June & Dec
FNMA (Fannie Mae)	1,837,800.00	2,000,000.00	0.500%	4.124%	2/3/23	6/17/25	1,840,391.04	June & Dec
FFCB (Federal Farm Credit Bank)	2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,912,779.32	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,888,332.22	Apr & Oct
FHLB (Federal Home Loan Bank)	1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/11/27	1,979,585.70	June & Dec
Total U.S. Agencies	27,885,879.00	28,000,000.00					26,727,070.89	
CORPORATE NOTES/BONDS								
Tennessee Valley Authority	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,887,958.40	Feb & Aug
Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,917,886.06	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,883,568.02	May & Nov
Total Corporate Notes/Bonds	5,743,952.00	6,000,000.00					5,689,412.48	
TOTAL INVESTMENTS	\$ 182,385,936.61	\$ 129,402,941.52					\$ 179,004,297.75	
TOTAL INVESTMENTS AND DEMAND DEPOSITS	244,143,156.38	191,160,161.29					240,761,517.52	

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

City Council Meeting Minutes

August 8, 2023

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL AND DECLARATION OF CONFLICTS

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

Absent: None

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
None	None	None	8B	8A

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda as posted as motioned by Councilmember Monez, seconded by Vice Mayor Franco and carried 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 Certificate of Appreciation – Golden Valley Health Centers (*Bublak*)

Mayor Bublak presented a certificate of appreciation to Golden Valley Health Centers.

B. Presentation Certificate of Achievement – Turlock Little League

Mayor Bublak presented a certificate of achievement to members of the Turlock Little League Teams – Turlock American Little League 11U All Stars and Turlock American Little League 10Y All Stars.

C. Presentation We Care Program Update (*Maris Sturtevant*)

This item was pulled.

D. Appointment Measure A Citizen Oversight Committee

Mayor Bublak recommended the appointment of **Linda Gatton** to the Measure A Citizen's Oversight Committee.

Action: *Motion* by Mayor Bublak, seconded by Councilmember Monez, appointing Linda Gatton to the Measure A Citizen's Oversight Committee. Motion 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
REGULAR MEETING MINUTES
TUESDAY, AUGUST 8, 2023**

3. PUBLIC PARTICIPATION

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

Curtis (no last name given)
John Gebelein
Milt Trieweiler
Lori Smith
Ron Bridegroom
Ron Puffer
Debra Koftinow
Becky Arellano
Kathy Russell
Mary Jackson

With no further comment, Mayor Bublak closed public participation.

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 Abram 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 Item 5D, 5G, 5H would be pulled for separate consideration.

- A. Resolution 2023-184: Accepting Weekly Demands of 07/20/2023 in the amount of \$1,507,678.47, 07/27/2023 in the amount of \$1,797,869.11 and the EFT Payment Register for February 2023 in the amount of \$7,299,855.99
- B. Motion: Accepting Minutes of the 07/25/2023 Regular Meeting of the City of Turlock City Council
- C. Resolution 2023-185: Approving an agreement with Chemtrade Chemicals Corporation under Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 01-2023 "For Supply and Delivery of Aluminum Sulfate," for a period of one (1) year, in an amount not to exceed an annual compensation of \$200,000, funded in the Stanislaus Regional Water Authority (SRWA) operations budget fund 450 "SRWA Operations" account number 450-53-550.44005 "Chemicals" (Goodman)
- D. Item pulled for separate consideration
- E. Resolution 2023-186: Authorizing the investment of monies in the Local Agency Investment Fund (LAIF) (Moreno)

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

- F. Resolution 2023-187: Approving a Memorandum of Understanding (MOU) between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District authorizing the acceptance of an allocation of funds and execution of a grant MOU to implement the After-School Education and Safety (ASES) Program for the 2023-2024 school year (*Schulze*)
- G. Item pulled for separate consideration
- H. Item pulled for separate consideration
- I. Resolution 2023-190: Authorizing the City Manager to execute applications and contracts, along with any other documents necessary to apply for and accept grant funds administered by the San Joaquin Valley Air Pollution Control District for the Public Benefit Grants Program (*Hedden*)

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

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

- 5D. Rejecting all bids submitted for City Project No. 21-044 "Pedretti Park Lighting Improvements" (*Schulze*)

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

Ron Bridegroom
Ron Puffer
Milt Triewailer

With no further comment, Mayor Bublak closed public comment.

Director Schulze responded to questions from the public.

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

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

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

Milt Triewailer
Ron Puffer

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

Ron Bridegroom

With no further comment, Mayor Bublak closed public comment.

Director Moreno responded to questions from the public and from the City Council.

Action: Resolution 2023-188: Approving Amendment No. 3 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment, increase the annual compensation amount to \$1,000,000, and in a total amount not to exceed \$5,400,000, if all renewal periods are exercised, to City account(s) 46031 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

5H. Approving the Tentative Agreement updating the Memorandum of Understanding (“MOU”) between the City of Turlock and Turlock Firefighters, Local # 2434 (FIRE) covering the period of July 1, 2022 through June 30, 2024 with no appropriation needed for \$255,362 in Fund 110 for Fiscal Year 2022-2023 due to salary savings; appropriating \$26,693 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2022-2023 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts; appropriating \$485,331 from unassigned reserve in Fund 110 “General Fund” for Fiscal Year 2023-2024 to 110-30-300 “Fire Operations” to various salary and benefit accounts; appropriating \$49,147 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2023-2024 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts (*Dhami*)

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

Ron Puffer
Milt Trieweiler

With no further comment, Mayor Bublak closed public comment.

Director Dhami and Director Moreno responded to questions from the public and from the City Council.

Action: Resolution 2023-189: Approving the Tentative Agreement updating the Memorandum of Understanding (“MOU”) between the City of Turlock and Turlock Firefighters, Local # 2434 (FIRE) covering the period of July 1, 2022 through June 30, 2024 with no appropriation needed for \$255,362 in Fund 110 for Fiscal Year 2022-2023 due to salary savings; appropriating \$26,693 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2022-2023 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts; appropriating \$485,331 from unassigned reserve in Fund 110 “General Fund” for Fiscal Year 2023-2024 to 110-30-300 “Fire Operations” to various salary and benefit accounts; appropriating \$49,147 from unassigned reserve in Fund 118 “Measure A” for Fiscal Year 2023-2024 to 118-30-300 “Measure A Fire Operations” to various salary and benefit accounts as motioned by Councilmember Abram, 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
REGULAR MEETING MINUTES
TUESDAY, AUGUST 8, 2023**

6. FINAL READINGS

None

Mayor called a five (5) minute recess at 7:13 p.m. and called the meeting back to order at 7:18 p.m.

7. PUBLIC HEARINGS

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

Director Schulze provided a staff report regarding a request to approve the Engineer’s Report for FY 23-24 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock and confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock and explained that this report allows the City to levy all the assessments for the following year.

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

Ron Puffer

With no further comments, Mayor Bublak closed the public comment portion of the meeting.

Action:

Resolution 2023-191: Approving the Engineer’s Report for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock and Resolution 2023-192: Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2023-2024 for all Landscaping and Lighting Assessment Districts (Exhibit A) and all Street Maintenance Benefit Assessment Areas (Exhibit B) in the City of Turlock pursuant to Resolution No. 97-128 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

8. ACTION ITEMS

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

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

Mayor Bublak stated she had a conflict of interest on this item and recused herself from the dais.

Economic Development Director Sims provided a staff report on a request to approve payment of annual investor invoice for year three of the Memorandum of Understanding with Opportunity Stanislaus. He introduced Dave White, President and CEO of Opportunity Stanislaus, who updated the City Council on current programs, projects and events for his agency.

Vice Mayor Franco opened the item for public comment and with no comments received, closed public comment.

Action: *Motion:* Approving payment of annual investor invoice of \$50,000 for year three of a five-year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager approve annual payment as motioned by Councilmember Monez, seconded by Councilmember Abram, and carried 4/0 by the following vote:

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

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

There was a green sheet for this item.

Councilmember Monez stated she had a conflict of interest on this item and recused herself from the dais.

Economic Development Director Sims provided a staff report regarding a request to approve a resolution of intent to renew the Downtown Turlock Property and Business Improvement District (DTPBID).

Director Sims and Director Moreno responded to questions from the City Council.

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

Travis Regalo
Ron Puffer

With no further comments, Mayor Bublak closed public comment.

Director Moreno responded to questions from the public.

There was discussion regarding tree maintenance and the proposed cost of tree trimming services. Director Schulze provided additional information regarding what services may be

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

necessary for the first few years of the contract. Mayor Bublak suggested working with Turlock Irrigation District to see if there could be some cost savings there.

City Attorney Petrulakis stated the City Council could take time to consider the City's obligations in the draft contract and provide direction as to items they would like to change. Councilmember Abram would like to see the costs spread out a little more so it's not such a big ask in the budget. Mayor Bublak stated she would prefer to use that money to invest in a shared video type security system such as Fusus. Police Chief Hedden provided information on this type of system.

Mayor Bublak also spoke to Helping Hands and stated that the City should not be the direct provider for their services. Vice Mayor Franco agreed and expressed concerned for the amount of money the City is being asked for.

City Attorney Petrulakis clarified that the action requested is to do the notice of intention to create the district and approving the plan and did not see anything in the report obligating the City to any specifics. He suggested inviting Mr. Regalo up to speak to provide additional clarification. Mr. Regalo confirmed that the request for tonight was for the intent for renewal of the Management District Plan. He also stated that the current contract does not expire until December 31st so there was still time to negotiate on the contract.

Action: Resolution 2023-193: Approving a Resolution of Intent to renew the Downtown Turlock Property and Business Improvement District (DTPBID), approving the Management District Plan and reviewing the draft PBID Agreement between the City of Turlock and the Turlock Downtown Property Owner's Association (TDPOA) and provide feedback as motioned by Vice Mayor Franco, seconded by Councilmember Abram and carried 4/0 by the following vote:

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

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

City Manager Wilson provided information on the Cannabis Ad-Hoc Committee's findings and recommendations to the City Council for the Cannabis Business Pilot Program. He explained a consensus was reached on four (4) of the six (6) policy issues and that the remaining two (2) policy matters partly relied on the City Council providing direction on the preliminary four (4) issues. City Manager Wilson stated the four (4) policy issues brought for Council deliberation and direction were:

1. Status of the pilot program. The committee is recommending the program be continued permanently with appropriate amendments to the ordinance, including removing references to a "pilot" program.
2. Should the City allow new business types to operate? The committee felt the existing ordinance covering retail, cultivation, manufacturing, distribution and laboratory testing was adequate and new business types such as consumption lounges and cannabis special events should not be considered at this time.

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

3. Should the City maintain, increase, or decrease the number of retail licenses? The Committee recommends the number of retail licenses should remain at four (4).
4. Should the City set a cap on the number of non-retail licenses? The Committee feels the existing market approach is adequate and no cap is required on non-retail licenses for uses such as cultivation and manufacturing.

City Manager Wilson stated the two policy matters that would require additional deliberations were detailed in the memorandum and involved the advantages and disadvantages of utilizing development agreements, whether a cannabis tax measure should be pursued, and zoning and ordinance changes necessary to improve the program.

The City Council discussed the proposed policies

Councilmember Monez expressed concern about not requiring a cap on non-retail licenses and felt that the constituents in her district would be negatively impacted by this and, as such, did not agree with not having a cap.

Vice Mayor Franco agreed and would like additional review of the rules and regulations in the development agreements to add language that if any of the current business go out, any new business would go into a district that does not currently have a cannabis business. She felt there needs to be a cap on retail and expressed concern regarding the potential of the cannabis industry's impact on the Turlock's Westside Industrial Specific Plan.

There was discussion regarding cannabis sales tax revenue.

Councilmember Abram explained the intent of Committee was to bring forth the four ideas to set some parameters before they spend time figuring out items related to zoning, taxation, regulatory issues, etc.

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

Milt Trieweiler
Travis Regalo

With no further comment, Mayor Bublak closed public comment.

Mayor Bublak spoke about the Westside Industrial Specific Plan, keeping the cap at four, and sales tax revenue from cannabis.

The City Council responded to questions from the public and discussed this item further. City staff responded to additional questions from the City Council.

Action: There was a 4/1 consensus from the City Council (Abram, Bixel, Monez, Franco in favor, Mayor Bublak not in favor) on policies numbers 1, 2 and 3. Regarding policy number 4, the Cannabis Ad-Hoc Committee will review this item further and bring it back to City Council at a later date.

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

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

Police Chief Hedden provided a staff report regarding a request to purchase new vehicles for the Police Department and responded to questions from the City Council.

Mayor Bublak opened the item for public comment and comment was received from the following individuals:

Ron Puffer

With no further comment, Mayor Bublak closed public comment.

Chief Hedden responded to questions from the public.

Action: Resolution 2023-194: Approving the purchase of a sprinter van, property and evidence truck and two (2) unmarked vehicles with a purchase price not to exceed \$295,000 and appropriate funds from Fund 118 “Measure A” unassigned reserves to account number 118-20-210.48001_090 “Transfers Out Vehicle & Equip Replacement” and Fund 506 “Equipment Replacement” account number 506-00-000-213.38001_090 “Transfers In Vehicle & Equip Replacement” to be expensed from account 506-00-000-213.51020 “Equipment Replacement” 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

9. CITY MANAGER REPORTS/UPDATES

- A. City Manager’s Monthly Reports

This item was included in the agenda packet.

- B. Homeless Ad-Hoc Committee – Future Meeting

City Manager Wilson announced the Homeless Ad-Hoc Committee will be meeting on August 31, 2023 at 5:00 p.m. He also spoke on the surveys that were sent out to the mobile home parks.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Vice Mayor Franco stated she is still waiting for information on the Housing meetings and workshop dates and when Jeffery Lewis can provide an update to the City Council. She would like a tracking system for their votes.

Mayor Bublak requested additional information on Fusus and, in regards to the Homeless Ad-Hoc Committee, requested they look into the number of food providers and reduce and refine any

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

duplications. She wants to make sure other services are not being impacted due to excessiveness in one area.

11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmember Abram thanked everyone who was involved in National Night Out.

Councilmember Bixel also thanked everyone for their efforts in National Night Out.

Vice Mayor Franco echoed Councilmember Bixel's comments and welcomed Fire Chief Hunter. She also congratulated Mayor Bublak on earning two gold medals in shot put and javelin at the 2023 World Police and Fire Games. She also spoke on the number of homeless in Empire.

Councilmember Monez also congratulated the Mayor and spoke about the Police Department's need for the sprinter van. She talked about the Police Department's drone and the drone team.

12. CLOSED SESSION

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

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

13. REPORTS FROM CLOSED SESSION

Mayor Bublak announced there was no reportable action.

14. ADJOURNMENT

Mayor Bublak adjourned the meeting at 9:04 p.m.

Respectfully submitted

Julie Christel, City Clerk

City Council Staff Report

August 22, 2023



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:

Motion: Accepting improvements for City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project" and authorizing the City Engineer to file a Notice of Completion

2. SYNOPSIS:

This action accepts the project improvements, and authorizes the City Engineer to file a Notice of Completion for City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project."

3. DISCUSSION OF ISSUE:

On September 13, 2022, the City Council approved an agreement with D. A. Wood Construction Inc., of Oakdale, California, in the amount of \$2,088,783.00 for the construction of City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project."

City Project No. 22-017 provided for the sanitary sewer replacement between Geer Road and Denair Avenue. This project was identified in the 2013 Sewer System Master Plan. The work consisted, in general of: excavation, shoring, demolition, removal of existing 15-inch sewer main and construction of new 18-inch sewer main, manholes and laterals, backfill, compaction placement and compaction of new aggregate base and cold mix temporary resurfacing, removal and reconstruction of existing concrete curb, gutter, and sidewalk as necessary for the construction of new sewer laterals, utility potholing, traffic control and other associated work. Project costs are entirely funded through Water Quality Control funds.

City Project No. 22-001 provided for the roadway reconstruction between Geer Road and Pioneer Avenue. The work consisted, in general, of removal of existing pavement and base, paving a new Hot Mix Asphalt pavement section, curb and sidewalk modifications, ADA ramp construction, adjustment of valve and manhole covers to grade, in-kind replacement of traffic loop detectors, striping, and traffic control. Project costs are entirely funded through Measure A funds.

Subsequent to the approval of the agreement, Contract Change Order (CCO) No. 1 and CCO No. 2 were approved in accordance with Resolution 2009-246 which authorized the City Engineer and City Manager to jointly approve change orders up to 5% of the original contract value, up to a maximum amount of \$100,000. Adjusted contract amounts are as shown below:

	Amount	% of Original Contract	Approval Date
Original Contract	\$ 2,088,783.00	-	September 13, 2022
CCO No. 1	\$ 47,462.45	2.3	March 17, 2023
CCO No. 2 (Final)	\$ 38,431.55	1.8	August 2, 2023
CCO Total	\$ 85,894.00	4.1	
Adjusted Total Contract	\$ 2,174,677.00		

Construction has been completed per the approved project plans and specifications. Staff requests City Council approval to authorize the City Engineer to file a Notice of Completion. The Notice of Completion will establish August 22, 2023, as the official date of project completion and effectively limit the contractor’s statutory time to file a claim on the project.

4. BASIS FOR RECOMMENDATION:

- A. Improvements for City Project Nos. 22-001 and 22-017 have been completed.
- B. 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:

The final cost impact of the construction contract with D. A. Wood Construction Inc. is \$2,174,677.00 and will be funded by Fund 115 “Measure A – Roads”, account number 115-10-115-51270 “Construction Project” and in Fund 410 “Water Quality Control”, account number 410-51-534.51424. Break-down by fund is as follows:

	22-001	22-017
	Road Reconst.	Sewer Repl.
	Fund 115	Fund 410
Original Construction Contract	\$2,088,783.00	
Original Amount per Fund	\$1,195,844.98	\$892,938.02
CCO No. 1	\$ 2,239.26	\$ 45,223.19
CCO No. 2 (Final)	\$ 36,273.26	\$ 2,158.29
Final Amount per Fund	\$1,234,357.50	\$940,319.50
Total Construction Contract Cost	\$2,174,677.00	

Sufficient funds are available in both funds.

A portion of the pavement reconstruction, between N. Mitchell Avenue and Kenwood Avenue, is within the Stanislaus County Right-of-Way (ROW). The County has committed to reimburse the City for cost of improvements within its ROW in accordance with Amendment No. 1 to the Memorandum of Understanding between Stanislaus County and the City of Turlock as approved by the City Council on November 15, 2022. The City is in the process of invoicing the County for \$31,934.97. This reimbursement amount will be credited to Fund 115 "Measure A – Roads."

6. STAFF RECOMMENDATION:

Staff recommends authorizing the City Engineer to file the Notice of Completion.

7. CITY MANAGER'S COMMENTS:

Recommends approval.

8. ENVIRONMENTAL DETERMINATION:

On September 13, 2022, the City Council determined this project is exempt CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this section exempts projects that involve negligible expansion of use of the existing facility. The proposed action does not modify that determination; therefore, no additional determination is needed.

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.

B. Provide staff with direction on how to proceed.

10. ATTACHMENTS:

A. Draft Notice of Completion (NOC)

B. Contract Change Order No.1

C. Contract Change Order No.2 (Final) with Final Quantities

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 NOS. 22-001 and 22-017
Wayside Drive Reconstruction and Sewer Replacement Project**

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 August 22, 2023. The contractor of work is D. A. Wood Construction Inc., 963 Shepard Court, Oakdale, California, 95361 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly, refer to said Project Numbers on all communications relating to this work.

Date: _____

(Signature - William D. Morris, PE, PLS; 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., PLS
CITY ENGINEER
OWNER'S AGENT

Executed on _____, 2023 at Turlock, California, Stanislaus County



PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 156 S. BROADWAY, SUITE 150
 TURLOCK, CA 95380

PHONE: (209) 668-5520
 FAX: (209) 668-5563
 TDD: (800) 735-2929
 engineering@turlock.ca.us

Memorandum No. 1

To: Nanda K. Gottiparthi, P.E.; Contract City Engineer
 Reagan M. Wilson, City Manager

From: Fred Pezeshk, Roads Program Manager

Date: March 14, 2023

Re: Request for Approval of Contract Change Order No. 1 for City Project Nos. 22-001 & 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project"

Your approval of Contract Change Order No. 1, in the amount of \$47,462.45, is requested.

On September 13, 2022, the City Council awarded the bid and approved a contingency amount of \$208,878.30; therefore, sufficient funds are available for this Contract Change Order.

Resolution 2009-246 outlines the City's process for change order approval. The City Engineer is authorized to approve change orders up to 2% of the original contract and the City Manager and City Engineer may jointly approve change orders up to 5% of the original contract value, up to a maximum amount of \$100,000. All other change orders must be approved by the City Council. Change Order No. 1 is \$47,462.45 and is 2.3% of the original contract and may be jointly approved by the City Engineer and City Manager.

Change Order No. 1 includes the following items:

1.1 Reimbursement for the Stanislaus County Permit: \$7,515.25

Addendum No. 2 states that the Encroachment Permit fee, required by Stanislaus County for work within the County island, is to be paid by the Contractor and that the City will reimburse the Contractor by Change Order. This item is for the reimbursement of the Contractor for the permit cost.

1.2 PG&E Gas Line Conflict: \$8,117.69

The new sanitary sewer manhole near STA 10+15 at the intersection of Wayside Drive and Geer Road was modified due to the location of the PG&E gas line on Geer Road. The gas line was found in a different location than indicated on the plans. The cost to modify the new sanitary sewer manhole and protect the PG&E gas line was tracked using Force Account.

1.3 Sanitary Sewer Lateral Extensions: \$2,964.00

The sanitary sewer lateral cleanouts at six (6) locations were extended approximately five (5) feet each, to the back of the sidewalk, per City Std. S-7. At these six locations, Plans showed these cleanouts at the back of the curb. This work was performed at negotiated price of \$494.00 EA.

1.4 Modified Sanitary Sewer Lateral Cleanouts: \$3,890.80

The new sanitary sewer lateral cleanouts at three (3) locations were modified due to differing field conditions. The connection to the existing laterals required modification from the Plans to set the cleanouts per City Std. S-7. The cost was tracked using Force Account.

1.5 Demo Existing Sanitary Sewer Lateral: \$1,520.90

An existing sanitary sewer lateral at STA 24+10 (at 303 Wayside Drive) was discovered during the removal of the existing sanitary sewer main. This sewer lateral was not shown on the Plans and was removed using Force Account.

1.6 Modified Existing Sanitary Sewer Manhole: \$1,164.19

The existing sanitary sewer manhole near STA 10+15 at the intersection of Wayside Drive and Geer Road was modified due to the location of the PG&E gas line on Geer Road. The location of the existing PG&E gas line prevented the removal of the existing sanitary sewer manhole as shown on the Plans; instead, the existing sanitary sewer manhole was modified to remain in-place. The cost was tracked using Force Account due to differing site conditions.

1.7 Decrease Quantity for the Removal of Existing Sanitary Sewer Manhole: <\$2,100.00> Credit

The bid item quantity to remove the existing sewer manhole was decreased. The existing sanitary sewer manhole near STA 10+15 at the intersection of Wayside Drive and Geer Road was not removed. This work is related to Item 1.6 Modify Existing SSMH. Decreases the Bid Item at Bid Item Price.

1.8 Increase Class 2 AB Quantity: \$8,800.00

The bid item quantity for the Class 2 AB was increased at bid item prices to include the sewer laterals and account for differing field conditions. The increased quantity is based on the Inspector's field measurements of the quantity placed.

1.9 Protect Storm Drain at Palm St.: \$1,668.68

At the intersection of Wayside Drive and Palm Street, the Contractor needed to implement certain protections, per RFI-004 and provide slurry backfill due to differing site conditions. The cost was tracked using Force Account.

1.10 Decrease 24-inch Storm Drain Pipe Quantity: <\$12,350.00> Credit

The bid item quantity for the 24-inch storm drain pipe was decreased. The storm drain pipe had been intended to replace the existing pipe but was not needed due to the protections implemented in RFI-004. Decreases the Bid Item at Bid Item Price.

1.11 Water Valve Replacement: \$20,066.50

The Contractor provided the labor and equipment to replace five (5) water valves on Wayside Drive, per direction from Municipal Services. During the course of work on Wayside Drive, several water valves were found to be in poor condition or non-functional. Municipal Services requested that these valves be replaced prior to the paving. Work was performed at negotiated price.

1.12 Water Valve Replacement (Overtime): \$799.11

During the replacement of the water valve work, certain modifications were required by Municipal Services to suit the field conditions. These modifications required additional time to complete. The work was performed at overtime to avoid extending the work beyond the negotiated three (3) day period. The cost of the overtime was tracked using Force Account.

1.13 Drainage Work at Noda St. (CCD-002): \$3,200.00

A new drainage inlet was added at the corner of Wayside Drive and Noda Street to improve the drainage at that location. This work was not shown on the plans but was added based on site

conditions. The drainage work was performed at a combination of negotiated price, bid item quantity changes at bid item prices, and Force Account.

This work is related to the work for the storm drain at Noda Street (CCD-002). The Contractor provided temporary traffic control, potholed the existing utilities and delivered the materials for the new connection to the storm drain system. This work was performed at negotiated price.

1.14 Upgrade Storm Drain Pipe and Slurry Backfill: \$2,805.33

This work is related to the work for the storm drain at Noda Street (CCD-002). The new storm drain pipe was upgraded from SDR-26 to C900 and backfilled with slurry, per City Std. T-1 for trenches less than 30-inches in depth. The cost was tracked using Force Account.

1.15 Decrease Catch Basin Quantity: <\$5,000.00> Credit

This work is related to the work for the storm drain at Noda Street (CCD-002). The bid item quantity for the removal of the existing catch basins was decreased. The plans showed two CB for removal, however a field assessment determined that neither needed to be removed. Decreases the Bid Item at Bid Item Price.

1.16 Decrease Storm Drain Catch Basin Quantity: <\$7,500.00> Credit

This work is related to the work for the storm drain at Noda Street (CCD-002). The bid item quantity for the Type SD-1 Catch Basins was decreased. Two catch basins were shown for removal, however a field assessment determined that neither needed to be removed; instead, the bid item was used to construct a new CB at the corner of Noda Street This is the credit for the other CB that was not constructed. Decreases the Bid Item at Bid Item Price.

1.17 Increase Manhole (48-Inch) Quantity: \$6,500.00

This work is related to the work for the storm drain at Noda Street. (CCD-002). The bid item quantity for the 48-inch manholes was increased by one to accommodate the connection of the new CB to the storm drain system. Increases the Bid Item at Bid Item Price.

1.18 Increase 12-Inch SDR-26 Pipe Quantity: \$5,400.00

This work is related to the work for the storm drain at Noda Street (CCD-002). The bid item quantity for the 12-inch storm drain pipe was increased by 20-feet to connect the new CB to the existing storm drain system. Increases the Bid Item at Bid Item Price.

1.19 Working Day Adjustment: \$0.00

This item is a no-cost change and results in the granting of fourteen (14) additional working days based on mutual agreement by the Contractor and the City. The Contractor is awarded ten (10) working days from the date of the Notice to Proceed (Ref. WSWD #3), one (1) additional working day due to the conflict with the PG&E gas line, and three (3) additional working days due to the water valve replacement

Attachment: Contract Change Order No. 1



CONTRACT CHANGE ORDER

Date issued: March 8, 2023 Change Order No.: 1
 Project Name: Wayside Drive Reconstruction and Sewer Replacement Project


D.A. Wood Construction, Inc.
 963 Shepard Ct.
 Oakdale, CA 95361
 (209) 491-4970

Project No.: 22-001&017
 Original Contract Amount: \$2,088,783.00
 Contract Award Date: September 13, 2022

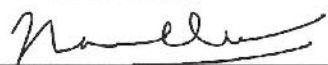
You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM	Unit	Quantity	Unit Price	Total	
1.1	Reimbursement for the Stanislaus County Permit. Per Addendum No. 2, the County permit is to be, "Paid by Contractor, City will reimburse Contractor for permit fee by Change Order".	LS	1	\$7,515.25	\$7,515.25
1.2	PG&E Gas Line Conflict. Per the response to RFI-001, the Contractor shall install an eccentric cone at the SSMH near STA 10+15, also includes force account work associated with the PG&E gas line alignment.	LS	1	\$8,117.69	\$8,117.69
1.3	Adjust Sewer Lateral Clean-Outs to match Muni services requirements. Price includes extending the sewer lateral cleanout to the back of the sidewalk, per City Std. S-7.	EA	6	\$494.00	\$2,964.00
1.4	At three locations with differing site conditions, adjust the sewer lateral cleanout to field fit so that the sewer lateral cleanout is set behind the back of the sidewalk. Work performed at Force Account.	LS	1	\$3,890.80	\$3,890.80
1.5	Demo of the existing lateral at STA 24+10 due to differing site conditions. Work performed at Force Account.	LS	1	\$1,520.90	\$1,520.90
1.6	Patch existing SSMH near STA 10+15 and abandon 20 LF of the existing sewer main in the intersection of Wayside Dr. and Geer Rd. to avoid the PG&E gas line. Work performed at Force Account.	LS	1	\$1,164.19	\$1,164.19
1.7	Decrease the bid item quantity for the removal of the existing manhole. The SSMH near STA 10+15 was left in-place to avoid the PG&E gas line. Decrease in Bid Item at Bid Item Price.	EA	-1	\$2,100.00	(\$2,100.00)
1.8	Increase Class 2 AB quantity at bid item prices to cap the sewer lateral and SSMH trenches based on field conditions. Quantity based on field measurements.	TN	110	\$80.00	\$8,800.00
1.9	Storm Drain Conflict (RFI-004). The Contractor was directed to protect the existing storm drain pipe in-place at Palm St and Wayside Dr due to differing site conditions. Work performed at Force Account.	LS	1	\$1,668.68	\$1,668.68
1.10	Storm Drain Conflict (RFI-004). Decreases the quantity for Bid Item No. 9 "24-inch PVC SDR-26 Green Storm Drain Pipe" by 26 LF, due to differing site conditions. Decrease in Bid Item at Bid Item Price.	LF	-26	\$475.00	(\$12,350.00)
1.11	Water Valve Replacement. Replace five (5) water valves on Wayside Dr, per Muni Service's direction. The Contractor provided the labor and equipment to install; Muni Services supplied/assembled the water valves. Work performed at negotiated price.	LS	1	\$20,066.50	\$20,066.50

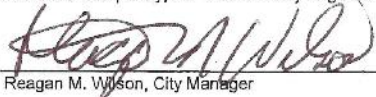
1.12	Water Valve Replacement. Added overtime for labor and added equipment time needed due to differing site conditions. Overtime work performed at Force Account.	LS	1	\$799.11	\$799.11
1.13	Storm Drain at Noda St (CCD-002). The Contractor potholed the existing utilities, provided temporary traffic controls and delivered the pipe to connect a new catch basin at Noda St to the existing storm drain system. Work performed at negotiated price.	LS	1	\$3,200.00	\$3,200.00
1.14	Storm Drain at Noda St (CCD-002). Upgraded storm drain pipe to C900 and backfilled with slurry due to differing site conditions. Work performed at Force Account.	LS	1	\$2,805.33	\$2,805.33
1.15	Storm Drain at Noda St (CCD-002). Decreases the quantity for Bid Item No. 31 "Remove Existing Catch Basin" by 2 EA. Decrease in Bid Item at Bid Item Price.	EA	-2	\$2,500.00	(\$5,000.00)
1.16	Storm Drain at Noda St (CCD-002). Decreases the quantity for Bid Item No. 43 "Storm Drain Catch Basin (SD-1)" by 1 EA. Decrease in Bid Item at Bid Item Price.	EA	-1	\$7,500.00	(\$7,500.00)
1.17	Storm Drain at Noda St (CCD-002). Increases the quantity for Bid Item No. 10 "Manhole (48-inch)" by 1 EA. Increase in Bid Item at Bid Item Price.	EA	1	\$6,500.00	\$6,500.00
1.18	Storm Drain at Noda St (CCD-002). Increases the quantity for Bid Item No. 13 "12-Inch SDR-26 Green Drain Pipe" by 20 LF. Increase in Bid Item at Bid Item Price.	LF	20	\$270.00	\$5,400.00
1.19	Working Day Adjustment. Increases the working days in the project from 85 days to 99 days.	EA	14	\$0.00	\$0.00
				Total this CCO=	\$47,462.45
The original contract sum =					\$2,088,783.00
Net change by previous change orders =					\$33,972.83
The contract sum will increase in the amount of =					\$47,462.45
The new contract sum including this change order will be =					\$2,170,218.28
Fourteen (14) working days are added to the contract time with this change order.					

Accepted:  Aly Peterson
D.A. Wood Construction, Inc.

Date: 3/10/23

Recommended:  Nanda K. Gottiparthi, P.E.
Nanda K. Gottiparthi, PE Contract City Engineer

Date: 3/15/2023

Approved:  Reagan M. Wilson, City Manager

Date: 3/17/23



PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 156 S. BROADWAY, SUITE 150
 TURLOCK, CA 95380

PHONE: (209) 668-5520
 FAX: (209) 668-5563
 TDD: (800) 735-2929
 engineering@turlock.ca.us

Memorandum No. 2

To: William D. Morris, PE, PLS; Acting City Engineer
 Reagan M. Wilson, City Manager

From: Fred Pezeshk, Roads Program Manager

Date: July 25, 2023

Re: Request for Approval of Contract Change Order No. 2 (Final) for City Project Nos. 22-001 & 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project"

Your approval of Contract Change Order No. 2 (Final), in the amount of \$38,431.55, is requested.

On September 13, 2022, the City Council awarded the bid to D. A. Wood Construction Inc. (DAW) in the amount of \$2,088,783.00 and approved a 10% contingency in the amount of \$208,878.30; therefore, sufficient funds are available for this Contract Change Order.

Resolution 2009-246 outlines the City's process for change order approval. The City Engineer is authorized to approve change orders up to 2% of the original contract and the City Manager and City Engineer may jointly approve change orders up to 5% of the original contract value, up to a maximum amount of \$100,000. All other change orders must be approved by the City Council. Change Order No. 2 (Final) is \$38,431.55 (1.8% of the original contract), brings the total change order amount to \$85,894.00 (4.1% of original contract amount), and may be jointly approved by the City Engineer and City Manager.

Change Order No. 2 (Final) includes the following items:

2. 1 Various Concrete Modifications to Fit Field Conditions (DAW CCO-020): \$5,563.05

Various modifications related to the concrete improvements were required to fit differing field conditions. The changes include the repair to the drainage inlets near N. Palm St., near N. Denair, and near Geer Rd., modifying the existing curb near Geer Rd. to accommodate the new ADA curb ramp, and other changes. The cost of the various concrete modifications was tracked on Force Account.

2. 2 Extended Rental for SWPPP Maintenance and Message Boards (DAW CCO-019): \$10,702.08

The Project was delayed by weather conditions which extended the duration of the SWPPP monitoring and PCMS rental by an additional 35 working days. The cost for the extended rental is prorated for the additional days based on the actual costs of the rental.

2. 3 Cold Weather Concrete Procedures (DAW CCO-018): \$2,160.27

Additional procedures were undertaken to protect the newly placed concrete from the effects of the cold temperatures. The cold weather procedures were monitored by the Inspector and were tracked based on the quantity of concrete placed using the cold weather procedure. The cost of the cold weather procedures was tracked on Force Account.

2. 4 Install Additional Survey Monument Wells (DAW CCO-017): \$4,206.39

The Contractor adjusted/installed additional survey monument covers near Kenwood and near N. Denair due to differing field conditions. The cost of the additional survey monument wells was tracked on Force Account.

2. 5 Return for Bid Item No. 9, 24-Inch SDR-26 Sanitary Sewer PVC SDR-26 Green Storm Drain Pipe (DAW CCO-016): \$277.92

The 24-Inch SDR-26 Sanitary Sewer PVC SDR-26 Green Storm Drain Pipe was removed in Change Order No. 1 (Item No. 1.9), however the material had already been delivered by the time that Change Order was approved. The storm drain pipe had been intended to replace the existing pipe but was not needed due to the protections implemented in Ref. RFI #4 - Storm Drain at STA 16+72. This charge is for the return of the storm drain pipe. The cost for the Return of the storm drain pipe was tracked on Force Account.

2. 6 Adjust Existing SSMH near STA 10+15 and the New SDMH At Noda St. (DAW CCO-015): \$5,205.37

The existing sanitary sewer manhole near STA 10+15 at the intersection of Wayside Dr. and Geer Rd. was modified due to the location of the PG&E gas line on Geer Rd. (Ref. RFI #: 3 - Geer Road Manhole Removal). The existing PG&E gas line prevented the removal of the existing sanitary sewer manhole as shown on the plans; instead, the existing sanitary sewer manhole was modified to remain in-place, however this resulted in an additional manhole needing to be adjusted to accommodate the new roadway paving work. The decreased quantity for the manhole removal was included in Change Order No. 1 (Item No. 1.6); this charge is for the adjustment of the manhole that remained at Geer Rd.

A new storm drain manhole was constructed as part of the work for the Storm Drain revisions at Noda Street. The storm drain revisions were included in Change Order No. 1 (Item No. 1.16), which increased the bid item quantity for the 48-inch manholes to accommodate the connection of the new CB to the storm drain system, however the additional storm drain manhole needed to be adjusted to accommodate the new roadway paving work. This charge is for the adjustment of the new manhole at Noda St.

The cost to adjust the existing SSMH near STA 10+15 and the new SDMH at Noda St. was tracked on Force Account.

2. 7 Additional Grade Check Work to Support Raising the Crown on Wayside Dr. (DAW CCO-013R): \$5,100.00

The centerline elevation on Wayside Dr. was raised to improve the cross-slope to 1.5%. The additional grade check work was necessary to make the adjustments in the subgrade to achieve the desired cross-slope. This work is associated with the increased bid item quantity for HMA (Type A) (Item 2.18). The cost of the additional grade check work was performed at an agreed lump sum price.

2. 8 HMA Price Index Adjustment: <26,450.49>

The HMA was subject to payment adjustments for Price Index Fluctuations per the Special Provisions, Section 10.14 Hot Mix Asphalt (including Bid Item #20 and Bid Item #37). Indexing the oil helps contractors prepare a better bid as they don't have to estimate the increase of oil thus reducing their risk. Alternatively, the City would see the benefit if the cost of oil reduced. The cost of the oil adjustment is calculated based on the Caltrans method which

relies upon a published monthly oil index and the tonnage of HMA placed. Based on California Statewide Crude Oil Price Index, in August 2022 when the Project was bid to November 2022 and April 2023 when the paving work was performed the crude oil price decreased resulting a total savings (or a deductive credit from the Contractor to the City).

2. 9 Decrease the Bid Item Quantity For 6-Inch SDR-26 Green Sanitary Sewer Pipe: <\$975.00>

The bid item quantity for 6-Inch SDR-26 Green Sanitary Sewer Pipe was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 11).

2. 10 Decrease the Bid Item Quantity for Remove and Dispose of Existing Sanitary Sewer Pipe: <\$1,350.00>

The bid item quantity for Remove and Dispose of Existing Sanitary Sewer Pipe was decreased to avoid an existing PG&E gas line near STA 10+15 (Ref. RFI #: 3 - Geer Road Manhole Removal). This decrease is associated with Item No. 2.11. Decrease in Bid Item at Bid Item Price (Bid Item No. 18).

2. 11 Decrease the bid item quantity for Hot Mix Asphalt: <\$3,750.00>

The bid item quantity for Hot Mix Asphalt was decreased because that work was associated with the removal of the existing sanitary sewer; the Hot Mix Asphalt was intended to repave a segment of roadway following the removal of the existing sanitary sewer. The removal of the existing sanitary sewer was decreased to avoid an existing PG&E gas line near STA 10+15, which also reduced the Hot Mix Asphalt quantity (Ref. RFI #: 3 - Geer Road Manhole Removal). This decrease is associated with Item No. 2.10. Decrease in Bid Item at Bid Item Price (Bid Item No. 20).

2. 12 Decrease the bid item quantity for Pavement Underlying Base Repair (Revocable Item): <\$990.00>

The bid item quantity for Pavement Underlying Base Repair (Revocable Item) was decreased. This was a revocable item; the full quantity was not required based on field conditions. Decrease in Bid Item at Bid Item Price (Bid Item No. 27).

2. 13 Increase the bid item quantity for Remove Existing Curb and Gutter: \$891.00

The bid item quantity for Remove Existing Curb and Gutter was increased to fit field conditions. The increased quantity is based on the Inspector's field measurements of the quantity placed. Increase in Bid Item at Bid Item Price (Bid Item No. 28).

2. 14 Increase the bid item quantity for Remove Existing Driveway/Sidewalk: \$4,040.00

The bid item quantity for Remove Existing Driveway/Sidewalk was increased to fit field conditions. The increased quantity is based on the Inspector's field measurements of the quantity placed. Increase at Bid Item at Bid Item Price (Bid Item No. 29).

2. 15 Decrease the bid item quantity for Remove Existing Valley Gutter: <\$555.00>

The bid item quantity for Remove Existing Valley Gutter was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease at Bid Item at Bid Item Price (Bid Item No. 30).

2. 16 Decrease the bid item quantity for Adjust Water Valve Boxes to Grade: <\$1,000.00>

The bid item quantity for Adjust Water Valve Boxes to Grade was decreased due to field conditions. The decreased quantity is based on the Inspector's field measurements. Decrease in Bid Item at Bid Item Price (Bid Item No. 34).

2. 17 Decrease the bid item quantity for Adjust Gas Valve Boxes to Grade: <\$2,000.00>

The bid item quantity for Adjust Gas Valve Boxes to Grade was decreased due to field conditions. The decreased quantity is based on the Inspector's field measurements. Decrease in Bid Item at Bid Item Price (Bid Item No. 35).

2. 18 Increase the bid item quantity for HMA (Type A): \$36,085.98

The bid item quantity for HMA (Type A) was increased as part of the work to raise the centerline elevation to improve the cross-slope to 1.5% along Wayside Drive. This work is associated with the additional grade check (Item 2.7). The increased quantity is based on the Inspector's field measurements of the quantity placed. Increase in Bid Item at Bid Item Price (Bid Item No. 37).

2. 19 Increase the bid item quantity for Minor Concrete (Curb and Gutter - C-1): \$9,617.00

The bid item quantity for Minor Concrete (Curb and Gutter - C-1) was increased to fit field conditions. The increased quantity is based on the Inspector's field measurements of the quantity placed. Increase in Bid Item at Bid Item Price (Bid Item No. 38).

2. 20 Increase the bid item quantity for Minor Concrete (Sidewalk and Flatwork - C-3): \$11,893.00

The bid item quantity for Minor Concrete (Sidewalk and Flatwork - C-3) was increased to fit field conditions. The increased quantity is based on the Inspector's field measurements of the quantity placed. Increase in Bid Item at Bid Item Price (Bid Item No. 39).

2. 21 Decrease the bid item quantity for Minor Concrete (Residential Driveway - C-5): <\$468.52>

The bid item quantity for Minor Concrete (Residential Driveway - C-5) was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 40).

2. 22 Decrease the bid item quantity for Minor Concrete (Valley Gutter): <\$7,250.00>

The bid item quantity for Minor Concrete (Valley Gutter) was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 41).

2. 23 Decrease the bid item quantity for Curb Ramp (Labor Only): <\$2,400.00>

The bid item quantity for Curb Ramp (Labor Only) was decreased due to the elimination of two (2) mid-block crossings. Decrease in Bid Item at Bid Item Price (Bid Item No. 42).

2. 24 Decrease the bid item quantity for Reset Fence (Chain-link): <\$8,632.00>

The bid item quantity for Reset Fence (Chain-link) was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 44).

2. 25 Increase the bid item quantity for Thermoplastic Striping (Detail 1): \$238.00

The bid item quantity for Thermoplastic Striping (Detail 1) was increased to fit field conditions. The increased quantity is based on the Inspector's field measurements of the quantity placed. Increase in Bid Item at Bid Item Price (Bid Item No. 45).

2. 26 Increase the bid item quantity for Thermoplastic Striping (Detail 22): \$132.00

The bid item quantity for Thermoplastic Striping (Detail 22) was increased to fit field conditions. The increased quantity is based on the Inspector's field measurements of the quantity placed. Increase in Bid Item at Bid Item Price (Bid Item No. 46).

2. 27 Decrease the bid item quantity for Thermoplastic Striping (12" Stop Bar): <\$87.50>

The bid item quantity for Thermoplastic Striping (12" Stop Bar) was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 47).

2. 28 Decrease the bid item quantity for Thermoplastic Pavement Markings (White Crosswalk): <\$136.00>

The bid item quantity for Thermoplastic Pavement Markings (White Crosswalk) was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 48).

2. 29 Decrease the quantity for Thermoplastic Pavement Markings (White): <\$6.00>

The bid item quantity for Thermoplastic Pavement Markings (White) was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 49).

2. 30 Increase the bid item quantity for Pavement Marker (Type BB): \$270.00

The bid item quantity for Pavement Marker (Type BB) was increased to provide the fire hydrant pavement markers, per City Std. W-3. The increased quantity is based on the Inspector's field measurements of the quantity placed. Increase in Bid Item at Bid Item Price (Bid Item No. 50).

2. 31 Decrease the bid item quantity for Paint Existing Curb: <\$1,050.00>

The bid item quantity for Paint Existing Curb was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 51).

2. 32 Decrease the bid item quantity for Remove Existing Sign: <\$500.00>

The bid item quantity for Remove Existing Sign was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 52).

2. 33 Decrease the bid item quantity for Reset Sign Panel (Street Name): <\$350.00>

The bid item quantity for Reset Sign Panel (Street Name) was decreased to fit field conditions. The decreased quantity is based on the Inspector's field measurements of the quantity placed. Decrease in Bid Item at Bid Item Price (Bid Item No. 55)

2. 34 Working Day Adjustment: \$0.00

The number of working days is Increased by 16 days due to the extra work and increased quantities included in this Change Order. The total working days in the project increases from 85 days to 117 days and includes the 16 working day adjustment included in Change Order No. 1.

2. 35 Final Payment: \$0.00

This is the final Change Order. It reconciles the estimated quantities with actual quantities placed during construction. This Change Order is the final payment and settles any and all claims related to this contract.

Attachment: Contract Change Order No. 2 (Final)



CONTRACT CHANGE ORDER

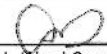
Date issued:	July 27, 2023	Change Order No.:	2 (FINAL)
Project Name:	Wayside Drive Reconstruction and Sewer Replacement Project		
D.A. Wood Construction, Inc.		Project No.:	22-001&017
963 Shepard Ct.		Original Contract Amount:	\$2,088,783.00
Oakdale, CA 95361		Contract Award Date:	September 13, 2022
(209) 491-4970			

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

ITEM	Unit	Quantity	Unit Price	Total	
2.1	Various concrete modifications to fit field conditions (DAW CCO-020).	LS	1	\$5,563.05	\$5,563.05
2.2	Extended rental for SWPPP maintenance and message boards (DAW CCO-019).	LS	1	\$10,702.08	\$10,702.08
2.3	Cold Weather Concrete Procedures (DAW CCO-018).	LS	1	\$2,160.27	\$2,160.27
2.4	Install additional survey monument wells (DAW CCO-017).	LS	1	\$4,206.39	\$4,206.39
2.5	Return for Bid Item No. 9, 24-Inch SDR-26 Sanitary Sewer PVC SDR-26 Green Storm Drain Pipe (DAW CCO-016).	LS	1	\$277.92	\$277.92
2.6	Adjust existing SSMH near STA 10+15 and the new SDMH at Noda St. (DAW CCO-015).	LS	1	\$5,205.37	\$5,205.37
2.7	Additional grade check work to support raising the crown on Wayside Dr. (DAW CCO-013R).	LS	1	\$5,100.00	\$5,100.00
2.8	HMA Price Index Adjustment	LS	1	(\$26,450.49)	-\$26,450.49
2.9	Decrease the bid item quantity for 6-Inch SDR-26 Green Sanitary Sewer Pipe. Decrease in Bid Item at Bid Item Price (Bid Item No. 11).	LF	-5	\$195.00	-\$975.00
2.10	Decrease the bid item quantity for Remove and Dispose of Existing Sanitary Sewer Pipe. Decrease in Bid Item at Bid Item Price (Bid Item No. 18).	LF	-50	\$27.00	-\$1,350.00
2.11	Decrease the bid item quantity for Hot Mix Asphalt. Decrease in Bid Item at Bid Item Price (Bid Item No. 20).	TON	-6	\$625.00	-\$3,750.00

	ITEM	Unit	Quantity	Unit Price	Total
2.12	Decrease the bid item quantity for Pavement Underlying Base Repair (Revocable Item). Decrease in Bid Item at Bid Item Price (Bid Item No. 27).	SF	-165	\$6.00	-\$990.00
2.13	Increase the bid item quantity for Remove Existing Curb and Gutter. Increase in Bid Item at Bid Item Price (Bid Item No. 28).	LF	198	\$4.50	\$891.00
2.14	Increase the bid item quantity for Remove Existing Driveway/Sidewalk. Increase at Bid Item at Bid Item Price (Bid Item No. 29).	SF	1010	\$4.00	\$4,040.00
2.15	Decrease the bid item quantity for Remove Existing Valley Gutter. Decrease at Bid Item at Bid Item Price (Bid Item No. 30).	SF	-111	\$5.00	-\$555.00
2.16	Decrease the bid item quantity for Adjust Water Valve Boxes to Grade. Decrease in Bid Item at Bid Item Price (Bid Item No. 34).	EA	-1	\$1,000.00	-\$1,000.00
2.17	Decrease the bid item quantity for Adjust Gas Valve Boxes to Grade. Decrease in Bid Item at Bid Item Price (Bid Item No. 35).	EA	-2	\$1,000.00	-\$2,000.00
2.18	Increase the bid item quantity for HMA (Type A). Increase in Bid Item at Bid Item Price (Bid Item No. 37).	TON	238.98	\$151.00	\$36,085.98
2.19	Increase the bid item quantity for Minor Concrete (Curb and Gutter - C-1). Increase in Bid Item at Bid Item Price (Bid Item No. 38).	LF	163	\$59.00	\$9,617.00
2.20	Increase the bid item quantity for Minor Concrete (Sidewalk and Flatwork - C-3). Increase in Bid Item at Bid Item Price (Bid Item No. 39).	SF	849.5	\$14.00	\$11,893.00
2.21	Decrease the bid item quantity for Minor Concrete (Residential Driveway - C-5). Decrease in Bid Item at Bid Item Price (Bid Item No. 40).	SF	-27.56	\$17.00	-\$468.52
2.22	Decrease the bid item quantity for Minor Concrete (Valley Gutter). Decrease in Bid Item at Bid Item Price (Bid Item No. 41).	SF	-145	\$50.00	-\$7,250.00
2.23	Decrease the bid item quantity for Curb Ramp (Labor Only). Decrease in Bid Item at Bid Item Price (Bid Item No. 42).	EA	-2	\$1,200.00	-\$2,400.00
2.24	Decrease the bid item quantity for Reset Fence (Chainlink). Decrease in Bid Item at Bid Item Price (Bid Item No. 44).	LF	-104	\$83.00	-\$8,632.00
2.25	Increase the bid item quantity for Thermoplastic Striping (Detail 1). Increase in Bid Item at Bid Item Price (Bid Item No. 45).	LF	119	\$2.00	\$238.00
2.26	Increase the bid item quantity for Thermoplastic Striping (Detail 22). Increase in Bid Item at Bid Item Price (Bid Item No. 46).	LF	33	\$4.00	\$132.00
2.27	Decrease the bid item quantity for Thermoplastic Striping (12" Stop Bar). Decrease in Bid Item at Bid Item Price (Bid Item No. 47).	LF	-17.5	\$5.00	-\$87.50

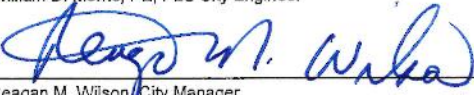
ITEM	Unit	Quantity	Unit Price	Total
2.28	SF	-34	\$4.00	-\$136.00
2.29	SF	-1	\$6.00	-\$6.00
2.30	EA	9	\$30.00	\$270.00
2.31	LF	-350	\$3.00	-\$1,050.00
2.32	EA	-2	\$250.00	-\$500.00
2.33	EA	-1	\$350.00	-\$350.00
2.34	LS	1	\$0.00	\$0.00
2.35	--	--	--	\$2,088,783.00
				<-\$2,088,783.00>
				\$0.00
Subtotal of Difference				
Total this CCO=				\$38,431.55
The original contract sum =				\$2,088,783.00
Net change by previous change orders =				\$47,462.45
The contract sum will increase in the amount of =				\$38,431.55
The new contract sum including this change order will be =				\$2,174,677.00
This Change Order is the final payment and settles any and all claims related to this contract. No liquidated damages will be assessed. No further payments will be made.				

Accepted:  Aly Peterson
D.A. Wood Construction, Inc.

Date: 7/31/23

Recommended: 
William D. Morris, PE, PLS City Engineer

Date: 8/2/23

Approved: 
Reagan M. Wilson, City Manager

Date: 8/2/23

CITY OF TURLOCK
CO-02 (FINAL)

FINAL QUANTITIES
Wayside Drive Reconstruction and Sewer Replacement Project

Project No. 22-0018017

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/Demobilization, Bonds, Insurance, and Permits	LS	\$132,000.00	1.00	\$132,000.00	1.00	\$132,000.00	\$0.00
2	Pothole Existing Utilities	LS	\$42,500.00	1.00	\$42,500.00	1.00	\$42,500.00	\$0.00
3	Storm Water Pollution Prevention Plan	LS	\$6,500.00	1.00	\$6,500.00	1.00	\$6,500.00	\$0.00
4	Erosion Control	LS	\$9,500.00	1.00	\$9,500.00	1.00	\$9,500.00	\$0.00
5	Construction Stakes, Lines and Grades	LS	\$16,000.00	1.00	\$16,000.00	1.00	\$16,000.00	\$0.00
6	Materials Testing	LS	\$34,500.00	1.00	\$34,500.00	1.00	\$34,500.00	\$0.00
7	Portable Message Signs	EA	\$3,500.00	2.00	\$7,000.00	2.00	\$7,000.00	\$0.00
8	Temporary Traffic Control	LS	\$36,500.00	1.00	\$36,500.00	1.00	\$36,500.00	\$0.00
9	24-Inch SDR-26 Sanitary Sewer/PVC SDR-26 Green Storm Drain	LF	\$475.00	26.00	\$12,350.00	26.00	\$12,350.00	\$0.00
10	48-Inch Sanitary Sewer Manholes	EA	\$8,500.00	7.00	\$45,800.00	7.00	\$45,800.00	\$0.00
11	8-Inch SDR-26 Green Sanitary Sewer Pipe	LF	\$195.00	51.00	\$9,945.00	51.00	\$9,945.00	\$0.00
12	8-Inch SDR-26 Green Sanitary Sewer Pipe	LF	\$245.00	11.00	\$2,695.00	11.00	\$2,695.00	\$0.00
13	12-Inch SDR-26 Green Sanitary Sewer Pipe	LF	\$270.00	10.00	\$2,700.00	10.00	\$2,700.00	\$0.00
14	16-Inch SDR-26 Green Sanitary Sewer Pipe	LF	\$285.00	1524.00	\$434,340.00	1,524.00	\$434,340.00	\$0.00
15	18-Inch x 4-Inch Wye Fittings	EA	\$2,500.00	19.00	\$47,500.00	19.00	\$47,500.00	\$0.00
16	Sewer Lateral with Cleanouts	EA	\$1,600.00	19.00	\$30,400.00	19.00	\$30,400.00	\$0.00
17	Remove and Dispose of Existing Sanitary Sewer Manhole	EA	\$2,100.00	5.00	\$10,500.00	5.00	\$10,500.00	\$0.00
18	Remove and Dispose of Existing Sanitary Sewer Pipe	LF	\$27.00	2130.00	\$57,510.00	2,130.00	\$57,510.00	\$0.00
19	Asphalt Concrete/Cold Mix Asphalt	LF	\$14.00	3030.00	\$42,420.00	3,060.00	\$42,840.00	\$0.00
20	Hot Mix Asphalt	TON	\$625.00	12.00	\$7,500.00	12.00	\$7,500.00	\$0.00
21	Class 2 Aggregate Base	TON	\$80.00	338.00	\$27,120.00	338.00	\$27,120.00	\$0.00
22	Miscellaneous Facilities and Operations	LS	\$19,520.00	1.00	\$19,520.00	1.00	\$19,520.00	\$0.00
23	Construction Project Signs (Double Sided)	EA	\$1,250.00	2.00	\$2,500.00	2.00	\$2,500.00	\$0.00
24	Temporary Traffic Control	LS	\$55,000.00	1.00	\$55,000.00	1.00	\$55,000.00	\$0.00
25	Clearing and Grubbing	LS	\$12,200.00	1.00	\$12,200.00	1.00	\$12,200.00	\$0.00
26	Remove Existing Asphalt Concrete (AC) Pavement and Base	CY	\$84.00	1490.00	\$125,160.00	1,490.00	\$125,160.00	\$0.00
27	Pavement Underlying Base Repair (Revocative Item)	SF	\$6.00	565.00	\$3,390.00	565.00	\$3,390.00	\$0.00
28	Remove Existing Curb and Gutter	LF	\$4.50	1132.00	\$5,094.00	1,132.00	\$5,094.00	\$0.00
29	Remove Existing Driveway/Sidewalk	SF	\$4.00	4311.00	\$17,244.00	4,311.00	\$17,244.00	\$0.00
30	Remove Existing Valley Gutter	SF	\$5.00	865.00	\$4,325.00	865.00	\$4,325.00	\$0.00
31	Remove Existing Catch Basin	EA	\$2,500.00	2.00	\$5,000.00	2.00	\$5,000.00	\$0.00
32	Adjust Frames and Covers to Grade (SSMH)	EA	\$1,000.00	12.00	\$12,000.00	12.00	\$12,000.00	\$0.00
33	Adjust Frames and Covers to Grade (SDMH)	EA	\$1,000.00	5.00	\$5,000.00	5.00	\$5,000.00	\$0.00
34	Adjust Water Valve Boxes to Grade	EA	\$1,000.00	27.00	\$27,000.00	27.00	\$27,000.00	\$0.00
35	Adjust Gas Valve Boxes to Grade	EA	\$1,000.00	4.00	\$4,000.00	4.00	\$4,000.00	\$0.00
36	Adjust Survey Monument Cover to Grade	EA	\$1,700.00	1.00	\$1,700.00	1.00	\$1,700.00	\$0.00
37	HMA (Type A)	TON	\$151.00	3085.00	\$465,835.00	3,085.00	\$465,835.00	\$0.00
38	Minor Concrete (Curb and Gutter - C-1)	LF	\$59.00	1132.00	\$66,788.00	1,132.00	\$66,788.00	\$0.00
39	Minor Concrete (Sidewalk and Flatwork - C-3)	SF	\$14.00	5548.00	\$77,672.00	5,548.00	\$77,672.00	\$0.00
40	Minor Concrete (Residential Driveway - C-5)	SF	\$17.00	2721.00	\$46,257.00	2,721.00	\$46,257.00	\$0.00
41	Minor Concrete (Valley Gutter)	SF	\$50.00	950.00	\$47,500.00	950.00	\$47,500.00	\$0.00
42	Curb Ramp (Labor Only)	EA	\$1,200.00	14.00	\$16,800.00	14.00	\$16,800.00	\$0.00
43	Storm Drain Catch Basin (SD-1)	EA	\$7,500.00	2.00	\$15,000.00	2.00	\$15,000.00	\$0.00
44	Reset Fence (Chainlink)	LF	\$83.00	201.00	\$16,683.00	201.00	\$16,683.00	\$0.00
45	Thermoplastic Striping (Detail 1)	LF	\$2.00	1,665.00	\$3,330.00	1,665.00	\$3,330.00	\$0.00
46	Thermoplastic Striping (Detail 2)	LF	\$4.00	1,095.00	\$4,380.00	1,095.00	\$4,380.00	\$0.00
47	Thermoplastic Striping (12" Stop Bar)	LF	\$5.00	202.00	\$1,010.00	202.00	\$1,010.00	\$0.00
48	Thermoplastic Pavement Markings (White Crosswalk)	SF	\$4.00	280.00	\$1,120.00	280.00	\$1,120.00	\$0.00
49	Thermoplastic Pavement Markings (White)	SF	\$6.00	275.00	\$1,650.00	275.00	\$1,650.00	\$0.00
50	Pavement Marker (Type BB)	EA	\$90.00	3.00	\$270.00	3.00	\$270.00	\$0.00
51	Paint Existing Curb	LF	\$3.00	455.00	\$1,365.00	455.00	\$1,365.00	\$0.00
52	Remove Existing Sign	EA	\$250.00	2.00	\$500.00	2.00	\$500.00	\$0.00
53	Install Sign (R1-1)	EA	\$465.00	1.00	\$465.00	1.00	\$465.00	\$0.00
54	Install Sign (W14-1)	EA	\$465.00	1.00	\$465.00	1.00	\$465.00	\$0.00
55	Reset Sign Panel (Street Name)	EA	\$350.00	2.00	\$700.00	2.00	\$700.00	\$0.00
56	Traffic Signal Intersection Loop Detectors	LS	\$6,700.00	1.00	\$6,700.00	1.00	\$6,700.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$2,068,783.00		\$2,068,783.00	\$0.00
	C.O. # CHANGE ORDERS							
1	Change Order 001	LS	\$47,462.45	1	\$47,462.45	0	\$0.00	\$47,462.45
2	Change Order 002	LS	\$38,431.55	1	\$38,431.55	0	\$0.00	\$38,431.55
	SUB-TOTAL CHANGE ORDER ITEMS =				\$85,894.00		\$0.00	\$85,894.00
	TOTAL PROJECT =				\$2,174,677.00		\$2,068,783.00	\$85,894.00

City Council Staff Report

August 22, 2023



From: Erik Schulze, Public Works Director

Prepared by: Carrie Braley, Staff Services Technician

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Final Map and Subdivision Improvement Agreement with SB Builders, LLC, conditioned upon construction of improvements for the Crowell subdivision 4510 Crowell Road (APN 071-002-012) (VTSM 2021-01, Development Project No. 22-028), developed by Modesto Roselle, LLC

2. SYNOPSIS:

This action will approve the final map and establish a subdivision improvement agreement for the development of the Crowell subdivision.

3. DISCUSSION OF ISSUE:

The Crowell subdivision will include subdividing 6.5 acres into 32 residential lots that will range from 5,340 to 9,264 square feet. The Crowell subdivision is located at 4510 Crowell Road (APN 071-002-012). The Planning Commission originally approved the vesting tentative subdivision map after holding a public hearing on August 5, 2021. The resolution is attached to this staff report (Attachment "A").

The division of land for development is subject to the requirements and procedures in the California Map Act. The division of land into four (4) or fewer parcels is executed through the parcel map process. The division of land into five (5) or more parcels is executed through the subdivision map process. Since the Crowell subdivision is a division of an existing parcel into 32 residential parcels, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute an agreement to install the improvements within a specified amount of time. In an effort to expedite the recordation of the final map, the developers of the Crowell subdivision have chosen to execute an agreement to install the improvements. This agreement, otherwise known as a Subdivision Improvement Agreement, allows the developer to move forward with the development project while ensuring the construction of the infrastructure improvements within a specified timeframe.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. Final maps convert a tentative subdivision map from a conceptual approval by the City's Planning Commission into a legal subdivision of land, and they locate precisely the land being subdivided and how that land is to be subdivided. The recordation of the final map is consistent with the policy goals of the City. The final map and agreement conditioned upon construction of improvements for the Crowell subdivision, when executed, will ensure that the development installs the required improvements.

4. BASIS FOR RECOMMENDATION:

- A. The final map for Enterprise Park (Development Project No. 7061) conforms to all the requirements of the Subdivision Map Act.
- B. Pursuant to Section 66458 of the Subdivision Map Act, the City Council has the authority and responsibility to approve all final maps.
- C. Pursuant to Section 11-5-601 of the Turlock Municipal Code, the City Council has the authority to approve all final maps.
- D. Pursuant to Section 66462 of the Subdivision Map Act, the City Council may require the subdivider to enter into a Subdivision Improvement Agreement if the improvements conditioned to the subdivision have not been completed and accepted prior to the approval of the final map.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No direct impact. The subdivision is a private development and paid for by the developer, Modesto Roselle, LLC. The subdivision, as a condition of development, formed an assessment district Resolution 2023-012 to pay for the maintenance of the public infrastructure created by this development.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

On August 25, 2021, the Planning Commission adopted a mitigated negative declaration and found the project will not have a significant impact.

9. ALTERNATIVES:

- A. Council could choose to reject the Subdivision Improvement Agreement. Staff does not recommend this action as the developer has agreed to the terms and conditions of the agreement, and the agreement complies with the requirements and conditions of the vesting tentative subdivision map.

- B. Pursuant to Section 11-5-604 of the Turlock Municipal Code, City Council could make recommended corrections to the final map, instruct the City Engineer to make revisions, and defer approval until an acceptable final map has been resubmitted. However, the Subdivision Map Act specifies that if the Final Map conforms to the Map Act and the City of Turlock Municipal Code, the Subdivision Map must be approved.

10. ATTACHMENTS:

- A. Planning Commission Resolution No. 2021-07
- B. Subdivision Improvement Agreement
 - a. Exhibit A
- C. Crowell Final Map



Filing Requested By:

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

**Stanislaus County Recorder
Donna Linder, County Clerk-Recorder
DOC - 2021-0083312**

Monday, August 30, 2021 13:03:22

Customer: Public

Total Paid: \$0.00

Receipt #: 2021024786

SRA/CHPQZV2/1-14

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. 2021-07

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF TURLOCK APPROVING
VESTING TENTATIVE SUBDIVISION MAP 2021-01
(4510 Crowell Road)**

PROPERTY OWNER: Light of Christ Lutheran Church of Turlock
4510 Crowell Road
Turlock, CA 95382

APPLICANT: NRB Investments (John Pronoitis)
1701 W March Lane, Suite D
Stockton, CA 95207

SITE ADDRESS: 4510 Crowell Road

APN: 071-002-012

WHEREAS, the Planning Commission of the City of Turlock, has considered said application proposing a 32-lot residential subdivision on approximately 6.5 acres; and

WHEREAS, typical lot sizes will range from 5,340 to 9,264 square feet; and

WHEREAS, the project will be developed in accordance with standards established for the Low Density Residential (R-L) zoning district; and

WHEREAS, the properties affected by this Resolution are described as Stanislaus County Assessor's Parcel Number 071-002-012; and,

WHEREAS, after public hearing held on August 5, 2021, the Planning Commission found and determined as follows:

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

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
 - a. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and
 - b. There is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. That Vesting Tentative Subdivision Map No 2021-01 (4510 Crowell Road) would be permissible subject to the following findings:

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

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock that Vesting Tentative Subdivision Map 2021-01 (4510 Crowell Road) is hereby approved subject to compliance with all applicable codes and ordinances and the mitigation monitoring program, 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 Commission

1. The applicant shall design and incorporate appropriate traffic control devices on Paseo Belleza as directed by the City Engineer.

Planning Division (668-5640)

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 2021-01 and are hereby incorporated by reference.
4. This approval authorizes the subdivision of approximately 6.5 acres of land into 32 residential lots. The subdivision shall generally conform to the standards of Low Density Residential (R-L) zoning district.(Attachment 1)
5. The subdivision shall be developed in accordance with the vesting tentative subdivision map dated May 4, 2021, submitted as part of the application for this project, except as may be amended herein.
6. Lots 1 through 15 shall be limited to single story homes or two-story homes that have no windows on the rear façade of the second story.
7. Landscaping shall be installed along the fencing along the north and west property lines adjacent to the bike path to help prevent the placement of graffiti.
8. Individual house addresses will be assigned by the Planning Division pursuant to TMC §8-400ART.
9. 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.
10. Plans for the development of typical front yard landscaping to be installed by the developer shall be submitted to the Planning Division for review and approval prior to the issuance of any building permit. The subdivision shall comply with the Water Efficient Landscape Ordinance (TMC § 9-2-109). Front yard landscaping shall be installed prior to certificate of occupancy.

11. All trash cans shall be stored behind the backyard fencing with the exception of trash collection day.
12. 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.
13. The developer must comply with the requirements established in TMC § 9-2-120 (Underground Utilities).
14. 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.
15. If there are model homes for the subdivision the developer shall comply with Section 9-2-109(14) of the City of Turlock Municipal Code.
16. The approval of this vesting tentative map approval shall expire in 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.).
17. 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.
18. 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.
19. The developer shall pay all City of Turlock city wide and specific plan development impact fees prior to issuance of the building permit.
20. 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.
21. Lighting shall be oriented to minimize impacts upon nearby residences.
22. Sources of high illumination shall be separated from light-sensitive receptors.
23. 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.

24. 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.
25. 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.
26. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
27. 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.
28. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.
29. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
30. 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.
31. A spill prevention and cleanup plan shall be implemented.
32. Staging areas for heavy equipment shall be located as far from residences as possible.
33. All unnecessary idling of internal combustion engines shall be prohibited.

Engineering Division (668-5520)

34. A stop sign shall be installed, per city standards for the traffic exiting the subdivision onto Crowell Road.
35. 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.
36. This map shall be based upon and tied to a minimum of two (2) monuments on our grid system. The City of Turlock's grid system was established on Volume 20 of surveys, at page 56, Stanislaus County Records 20-S-56.
37. Upon approval of the vesting tentative parcel map, 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.
38. 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.
39. Provide all public utility easements as requested by all utility providers along the Crowell Road and Paseo Belleza frontages and along all interior street frontages. Public utility easements shall be no less than 10 feet wide.
40. Developer shall dedicate to the City, as right of way, the 16 feet wide bike path that runs along the northern property line that is currently dedicated as an easement under document No. 2012-0048226, recorded May 31, 2012. In addition, the developer shall landscape the south side of the bike path to provide vegetation to cover the north side of the rear yard fence of the northern lots to prevent graffiti. Developer shall utilize the existing irrigation system along the bike path to provide irrigation for the added landscaping. Developer shall receive park land fee credits and park improvement fee credits for the bike path dedication and landscape improvements.
41. Developer shall landscape the proposed park land dedication on the west side of the parcel and shall include vegetation to cover the west side of the rear yard fence of the western lots to prevent graffiti. Developer shall utilize the existing irrigation system along the bike path to provide irrigation for the added landscaping. Developer shall receive park land fee credits and park improvement fee credits for the park land dedication and landscape improvements.
42. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 54717 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.
43. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 22608 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.
44. 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.
45. Developer shall submit on-site (Non-structural) improvement plans to the **Engineering Division** for review and approval. Please submit an improvement plan application, plan review fees, five (5) sets of civil improvement plans including

erosion control and landscape plans, an erosion and sediment control plan worksheet (ESCP), a completed Post-Construction Project Worksheet, one (1) copy of the soils report (California Building Code requirement) and one (1) copy of the land use permit. Landscape plans shall meet the requirements of the Model Water Efficient Landscape Ordinance (MWELO). All projects disturbing more than one acre of land must apply for a Notice of Intent with the State of California Water Quality Control Board.

46. 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.
47. 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.
48. 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.
49. In order to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock, 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.
50. 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.
51. 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.
52. 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.
53. All lots shall be graded in compliance with the Phase II MS4 General Permit with no cross-lot drainage allowed. If the grade differential between lots or surrounding ground is 1 foot or greater a retaining wall shall be required per City of Turlock standards. If the grade differential between lots or surrounding ground is between 1/2 foot and 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.

54. All building pads shall be no less than 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.
55. 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 City Engineer.
56. Developer shall remove and replace any existing curb, gutter, sidewalk, driveway approaches, curb ramps, streetlights and roadway improvements along the Crowell Road and Paseo Belleza 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.
57. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on the Crowell Road and Paseo Belleza frontages if, in the City Engineer's opinion, the integrity of the roadway has been compromised by utility cuts or construction practices. Asphalt oil shall be PG 70-10.
58. Developer shall repave all trenching in existing right of way per the City Standards and Errata 1, unless approved otherwise by the City Engineer, and pay applicable trench restoration fees in accordance with Section 7-4-203 of the City of Turlock Municipal Code.
59. Developer shall install street trees spaced 30'-35' apart along the Crowell Road and Paseo Belleza frontages and along all side yards of corner lots per the City Standard Specifications and Drawings. In addition, all interior lots shall have at least one street tree planted along the street frontage.
60. Developer shall submit on-site landscape and irrigation plans for review and approval.
61. 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".
62. Developer shall not damage, alter or remove the perimeter fence around City Well site No. 37 and shall erect a separate backyard fence for the adjacent parcels.
63. Developer shall provide full frontage improvements, including paveouts, curb, gutter, sidewalk, curb returns, access ramps, fire hydrants spaced 500' (max.) apart and at all intersections and street lights spaced 400' (max.) apart and at intersections, along all street frontages.
64. The developer shall install all safety traffic marking, striping and signing required by the City Engineer.
65. Developer shall maintain a 10' outside-of-pipe to outside-of-pipe separation between water facilities and all other wet utility mains and laterals.
66. 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. Developer shall pay fees associated with any work performed by Municipal Services to abandon unnecessary services.

67. Existing driveway approaches that will not be utilized for the development shall be removed and replaced with curb, gutter and sidewalk.
68. 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:
 - a. **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.
 - b. **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.
69. 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.

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

70. Street trees shall be installed in the sidewalk in accordance with City of Turlock standards (TMC 7-7-500) and 9-2-109). The variety of street tree to be installed is Pistacia Chinensis "Keith Davey". 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.

Building & Safety Division (668-5560)

71. The project shall comply with all applicable codes. A building permit is required for each Master Plan, the wall/gate and call box and site work (lighting, accessory structures etc.). PV is required, and Master Plans for fire sprinklers are required.
72. A building permit is required for each building. Plans shall be prepared by a California licensed architect or engineer. Plans shall be submitted electronically.

Fire Services (668-5580)

73. 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. THIS IS NOT A PLAN REVIEW. Additional requirements may be applicable upon Fire Dept. review of building plans.
74. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt of concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary

roadway.

75. Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.
76. Address numerals shall be a minimum of 4" tall with 1/2" stroke, contrast with background, be clearly visible from the primary roadway and be illuminated either internally or externally between dusk and dawn daily. TMC 4-3-204(g)
77. On-site fire hydrant may be required. Location and number to be determine at civil plan review.
78. Fire hydrants are required every 500' in residential areas.

Municipal Services

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

Turlock Irrigation District (883-8300)

80. An irrigation pipeline belonging to Improvement District 752 enters the property near the northeast corner and continues south for about 325' where it turns west, according to records. The portions of this pipeline that remain on the property shall be removed. Given the subject property is the last user of the pipeline, the developer will be required to remove the side gate in the canal at the head of the pipeline and seal the opening in the wall of the canal. The work on irrigation facilities within the canal can only be performed during the non-irrigation season which typically runs from November 1, thru March 1, but can vary.
81. Any improvements to this property which impact irrigation facilities shall be subject to the District's approval and meet all District standards and specifications. The developer 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.
82. The subject parcel is a member of Improvement District (ID) 752. District Standards require that properties that will no longer irrigate or have direct access to water must apply for abandonment of the parcel(s) from the improvement district(s).
83. A 10-foot Public Utility Easement must be dedicated along all street frontages.
84. The District currently has underground primary on the west side of the development parcel with two pad mount transformers. If these facilities are in conflict with the development please contact TID Electrical Engineering to apply for a facility change and design. Facility changes are performed at developer's expense.
85. The District's electric utility has an existing underground power line within the 10-foot Public Utility Easement. Underground Service Alert must be notified before digging.
86. The front building setback is to be 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

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

Central Valley Regional Water Quality Control Board (916-464-4684)

88. The project will be required to comply with the Regional Water Control Boards regulations and standards to maintain and improve groundwater and surface water quality.

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID) post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/program/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

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 States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements

If USACOE determines that only non-jurisdictional water of the State (i.e. “non-federal” waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://water.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for Dewatering and Other Low Threat Discharges to Surface Waters (Low Threat General Order) or the General Order for Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:
[http://waterboards.ca.gov/centralvalley/board decisions/adopted orders/general orders/r5-2013-0074.pdf](http://waterboards.ca.gov/centralvalley/board%20decisions/adopted%20orders/general%20orders/r5-2013-0074.pdf)

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:
[http://waterboards.ca.gov/centralvalley/board decisions/adopted orders/general orders/r5-2013-0073.pdf](http://waterboards.ca.gov/centralvalley/board%20decisions/adopted%20orders/general%20orders/r5-2013-0073.pdf)

Section 3. The establishment of Vesting Tentative Subdivision Map No. 2021-01 requires compliance with the conditions of approval, which shall be binding on all heirs, assignees, and successors in interest of said property.

Section 4. The Director of 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 5th day of August, 2021, by the following roll call vote:

AYES: COMMISSIONERS REAPE, SOUZA, DIAS, AND ANDERSON

NOES: NONE

ABSTAINED: NONE

ABSENT: COMMISSIONERS DAVIS, VARANI, AND DEOL

ATTEST: 
KATIE QUINTERO
DEPUTY DIRECTOR OF DEVELOPMENT SERVICES &
SECRETARY OF THE TURLOCK PLANNING COMMISSION
CITY OF TURLOCK

No Fee Document Pursuant
To Government Code § 6103

Requested by and return to:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**CITY OF TURLOCK
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 22nd day of August, 2023, by and between the **CITY OF TURLOCK**, a municipal corporation, (hereinafter referred to as “City”), and SB BUILDERS, LLC, a Limited Liability Company, (hereinafter referred to as “Developer”).

RECITALS

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

NOW, THEREFORE, the parties agree as follows:

1. Performance of Work. Developer agrees to furnish, construct, and install at his own expense the required improvements as shown on the approved plans and specifications of the subdivision, a copy of which is on file in the office of the City Engineer and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer due to errors, omissions, changes in conditions, or changes in facilities as required by the City Engineer. The approved plans and specifications of the required improvements may be modified by the Developer as the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required improvements is **ONE MILLION NINETY-FOUR THOUSAND NINE HUNDRED THIRTY-TWO AND 30/100^{ths} DOLLARS (\$1,094,932.30)**.

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

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

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

5. Time of Essence; Extension.

a. Time is of the essence for this Agreement.

b. Developer agrees to cause all improvements to be made and constructed in said subdivision to fully comply with the requirements of the Turlock Municipal Code regulating the subdivision of land within twelve (12) months from the date of this Agreement; provided however, that the City Manager is authorized to extend the time within which said improvements shall be completed for four (4) additional periods not to exceed six (6) months each if he is of the opinion that granting the extension will not be detrimental to

the public welfare. No such extension shall be made except upon the basis of a written application made by Developer stating fully the grounds of the application and the facts relied upon them for such extension. In any event, all improvements must be completed within thirty-six (36) months of the date of this Agreement. In the event that Developer shall fail to complete such work within said time, City may complete the work and recover the full cost and expense thereof from Developer.

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

a. Performance Bond in the sum of **\$1,241,798.84**, which sum is equal to one hundred percent of the total estimated cost of constructing the required improvements and the cost of any other obligation to be performed by Developer under this Agreement, conditioned upon the faithful performance of this Agreement; and

b. Labor and Materials Bond in the sum of **\$547,466.15**, which sum is equal to fifty percent (50%) of the estimated cost of constructing the required improvements, securing payment to the contractor, subcontractor and to persons furnishing labor, materials, or equipment to them for the construction of the required improvements.

c. Warranty Security in a form determined by the City Engineer and in the sum of **\$109,493.23**, which sum is equal to ten percent (10%) of the total estimated cost of constructing the required improvements to correct deficiencies and conditions caused by Developer, contractor, or subcontractor that may arise after construction of the Subdivision.

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

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

7. Monumentation Security. Developer shall post acceptable security to guarantee the payment of the cost of setting the monuments. The cost of setting the monuments has been determined to be **FIVE THOUSAND FIVE HUNDRED FIFTY AND 00/100^{ths} DOLLARS (\$5,550.00)**. Developer shall pay the engineer or surveyor for the cost of setting the monuments within three (3) months from date of notification by the engineer or surveyor that the monuments have been set. If Developer does not pay the engineer or surveyor within three (3) months from date of notification, the City shall pay the engineer or surveyor from the security and refund the difference, if any, to Developer.

8. Plan Checking and Inspection Fees. The Developer shall pay to the City fees for the checking, filing, and processing of improvement plans and specifications, and for

inspecting the construction of the required improvements in the amounts and at the times established by the City.

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

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

a. General Liability Insurance: Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than three million dollars (\$3,000,000) per occurrence, three million dollars (\$3,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and not seek contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

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

c. Auto Insurance: Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Developer owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

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

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

f. Professional Liability Insurance: Not required for this project.

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

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

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

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

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

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

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

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

k. Verification of Coverage: Developer shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Developer's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

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

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

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

12. Acceptance of Work. Prior to acceptance of work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the work, and maintaining the safety of the site. The Developer's obligation to perform the work shall not be satisfied until after the City Engineer has made written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has recorded a Notice of Completion.

13. Title to Improvements. Title to and ownership of the required public improvements constructed under this Agreement by Developer shall vest absolutely in the City upon completion and written acceptance of such improvements by the City Engineer. The City Engineer shall not accept the required improvements unless Developer certifies that

such improvements have been constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved Final Map, City Standard Specifications and Drawings, any applicable City Ordinances or State and Federal laws and after 35 days from the date of filing of a Notice of Completion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Notice of Breach and Default. If Developer refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the work within such time, or if Developer should be adjudged a bankruptcy, or Developer should make a general

assignment for the benefit of his creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and the City may, but is under no obligation to, serve written notice upon Developer and Developer's surety, if any, of breach of this Agreement, or of any portion thereof.

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

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

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

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

**City of Turlock
Public Works
Attention: City Engineer
156 South Broadway, Suite 150
Turlock, CA 95380**

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

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

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

Katie Quintero
Development Services
156 S. Broadway, Suite 120
Turlock, CA 95380-5456
Telephone: (209) 668-5640
E-mail: KQuintero@turlock.ca.us

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

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

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

DEVELOPER

By: _____

Signature *(must be notarized)*

Please print or type signer's name

Please print or type signer's title

Address: _____

CITY OF TURLOCK, a municipal corporation

By: _____

Reagan M. Wilson, City Manager

Signatures above *(must be notarized)*

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

APPROVED AS TO SUFFICIENCY:

By: _____

William D Morris, City Engineer

ATTEST:

By: _____

Julie Christel, City Clerk

ACKNOWLEDGMENT

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

State of California }
County of _____ }

On _____ before me, _____, Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ACKNOWLEDGMENT

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

State of California }
County of _____ }

On _____ before me, _____, Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

BOND # _____

PREMIUM: _____

**PERFORMANCE BOND
for Subdivision Improvement Agreement**

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

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

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

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

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

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

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

BY _____
(PRINCIPAL)

BY _____
(SURETY)

BY _____
(ADDRESS)

BY _____
(CITY, STATE, ZIP)

BY _____
(TELEPHONE)

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

BOND # _____
PREMIUM: _____

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

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

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

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

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

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

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

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

BY _____
(PRINCIPAL)

BY _____
(SURETY)

BY _____
(ADDRESS)

BY _____
(CITY, STATE, ZIP)

BY _____
(TELEPHONE)

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

EXHIBIT "A"

**REIMBURSEMENT / IMPROVEMENT AGREEMENT
CROWELL SUBDIVISION**

I. WATER:

A. TMC 6-5.202

CONNECTION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 6-5.204

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

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

C. TMC 6-5.205

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

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

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

D. TMC 6-5.207

WATER WELL SITE:
AMOUNT FROM CITY:
NONE

TIME: UPON CONVEYANCE OF TITLE

II. SANITARY SEWER:

A. TMC 6-4.503

CONNECTION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 6-4.505

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

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

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

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

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

III. STORM DRAINAGE

A. TMC 6-5.502 AND RESOLUTION 90-306

MASTER:
AMOUNT FROM DEVELOPER:
***5.5328 ~~5.5342~~ acres @ \$7,737.33 acre:
\$42,808.96***

TIME: TO BE PAID AT BUILDING PERMIT ISSUANCE
32 DWELLINGS TO PAY \$1,298.82 & ADMIN FEE \$ 38.96 (ADJUSTED PER ENR
INDEX AT TIME OF BUILDING PERMIT APPLICATION)

B. TMC 6-5.506

LOCAL:
AMOUNT FROM CITY:
NONE

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

IV. MISCELLANEOUS:

A. TMC 7-5.02

STREET LIGHT INSTALLATION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 11-7.202

IN LIEU PARK FEES:

<i>Park Land: 32 dwelling units x 3 persons/household x 3.5 acres/1000 persons x</i>	
<i>\$180,000/acre =</i>	\$60,480.00
<i>NEIGHBORHOOD PARK PORTION</i>	<i>\$45,360.00</i>
<i>COMMUNITY PARK PORTION</i>	<i>\$15,120.00</i>

AMOUNT FROM CITY:

*DEVELOPER DEDICATING LOT A 6,589 SQ FT & LOT B 8,256 SQ FT AND
USING 3,475 OF PREVIOUS PEDESTRIAN BIKE PATH AREA FOR STREET
PURPOSES.*

<i>11,370/SF DEDICATION</i>	<i><\$46,980.00></i>
<i>NEIGHBORHOOD PARK PORTION</i>	<i><u>45,360.00</u></i>
<i>REFUND TO DEVELOPER</i>	<i><\$ 1,620.00></i>

TIME: REFUND OF NEIGHBORHOOD PARK PORTION PAID TO DEVELOPER 30
DAYS AFTER THE MAP IS RECORDED

AMOUNT FROM DEVELOPER:

<i>COMMUNITY PARK PORTION</i>	<i>\$15,120.00</i>
-------------------------------	--------------------

-Continued-

TIME: 32 LOTS TO PAY \$472.50 ON BUILDING PERMIT

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP, AND WE CONSENT TO THE MAKING AND FILING OF THIS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

WE OFFER FOR DEDICATION TO THE PUBLIC IN FEE AND FOR PUBLIC USE, LOT "A" AND LOT "B" FOR PURPOSES OF CITY LANDSCAPING, PUBLIC UTILITIES AND BIKE PATH.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC THE REAL PROPERTY DESCRIBED BELOW AS EASEMENTS FOR PUBLIC PURPOSES: THE VARIABLE WIDTH RIGHT OF WAY FOR SANDPIPER CIRCLE; THE 10.00 FOOT WIDE PUBLIC UTILITY EASEMENTS LYING ADJACENT TO AND ABUTTING THE ABOVE REFERENCED RIGHT OF WAY, ALL OF WHICH LIE WITHIN THE EXTERIOR BOUNDARY OF THE LANDS BEING DIVIDED AND AS ILLUSTRATED ON THIS MAP.

OWNER: SB BUILDERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

DATED THIS _____ DAY OF _____, 2023.

RANDEEP BLING, MANAGER

NOTARY'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA:

COUNTY OF _____:

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY 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.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION NUMBER: _____

COMMISSION EXPIRES: _____

PRINCIPAL OFFICE LOCATION (COUNTY): _____

NOTARY'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA:

COUNTY OF _____:

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY 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.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION NUMBER: _____

COMMISSION EXPIRES: _____

PRINCIPAL OFFICE LOCATION (COUNTY): _____

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS: (CHECK ONE)

- A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.
- B. RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS _____ DAY OF _____, 2023.

ELIZABETH A. KING
CLERK OF THE BOARD OF SUPERVISORS.

BY: _____, DEPUTY

PRINT NAME

TAX COLLECTOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR ANY UNPAID STATE, COUNTY, SCHOOLS, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.

ASSESSOR'S PARCEL NO. 071-002-012-000

DATED THIS _____ DAY OF _____, 2023.

DONNA RILEY
STANISLAUS COUNTY TAX COLLECTOR.

BY: _____, DEPUTY

PRINT NAME

CITY CLERK'S CERTIFICATE:

THIS IS TO CERTIFY THAT AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 2023, THE CITY COUNCIL OF THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, APPROVED THIS FINAL MAP AND HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE FOLLOWING:

AS EASEMENTS, THE VARIABLE WIDTH RIGHT OF WAY FOR SANDPIPER CIRCLE; THE 10.00 FOOT WIDE PUBLIC UTILITY EASEMENTS LYING ADJACENT TO AND ABUTTING THE ABOVE REFERENCED RIGHT OF WAY.

THE CITY OF TURLOCK ACCEPTS THE OFFER OF DEDICATION TO THE PUBLIC FOR PUBLIC USE, IN FEE, LOT "A" AND LOT "B" FOR PURPOSES OF CITY LANDSCAPING, PUBLIC UTILITIES AND BIKE PATH. ALL OF WHICH LIE WITHIN THE EXTERIOR BOUNDARY OF THE LANDS BEING DIVIDED AND AS ILLUSTRATED ON THIS MAP. SAID APPROVAL IS NOT TO BE CONSTRUED AS ACCEPTANCE OF STREETS SHOWN OUTSIDE THE EXTERIOR BOUNDARIES OF THE LAND BEING DIVIDED.

IF DETERMINED THAT THE SAME PUBLIC PURPOSE FOR WHICH THE DEDICATION WAS REQUIRED DOES NOT EXIST, THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER, SB BUILDERS, LLC, 1701 N. MARCH LANE, SUITE D, STOCKTON, CA, 95207, OR THE SUCCESSOR IN INTEREST.

DATED THIS _____ DAY OF _____, 2023.

JULIE CHRISTEL, CITY CLERK, CITY OF TURLOCK

CERTIFICATE / ACCEPTANCE OF DEDICATIONS:

THIS IS TO CERTIFY THAT THE INTEREST IN THE REAL PROPERTY CONVEYED BY THIS MAP FROM THE OWNERS STATED ABOVE TO THE CITY OF TURLOCK, A MUNICIPAL CORPORATION, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY OF TURLOCK, PURSUANT TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 2012-025 OF THE CITY COUNCIL OF THE CITY OF TURLOCK, ADOPTED ON FEBRUARY 20, 2012 AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER. IF DETERMINED THAT THE SAME PUBLIC PURPOSE FOR WHICH THE DEDICATION WAS REQUIRED DOES NOT EXIST, THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER, SB BUILDERS, LLC, 1701 N. MARCH LANE, SUITE D, STOCKTON, CA., 95207, OR THE SUCCESSOR IN INTEREST.

THE CITY OF TURLOCK ACCEPTS THE OFFER OF DEDICATION TO THE PUBLIC FOR PUBLIC USE, AS EASEMENTS, THE VARIABLE WIDTH RIGHT OF WAY FOR SANDPIPER CIRCLE; THE 10.00 FOOT WIDE PUBLIC UTILITY EASEMENTS LYING ADJACENT TO AND ABUTTING THE ABOVE REFERENCED RIGHT OF WAY, ALL OF WHICH LIE WITHIN THE EXTERIOR BOUNDARY OF THE LANDS BEING DIVIDED AND AS ILLUSTRATED ON THIS MAP.

THE CITY OF TURLOCK ACCEPTS THE OFFER OF DEDICATION TO THE PUBLIC FOR PUBLIC USE, IN FEE, LOT "A" AND LOT "B" FOR PURPOSES OF CITY LANDSCAPING, PUBLIC UTILITIES AND BIKE PATH.

DATED THIS _____ DAY OF _____, 2023.

JULIE CHRISTEL, CITY CLERK, CITY OF TURLOCK

IMPROVEMENT CERTIFICATE:

AS A CONDITION OF APPROVAL OF THIS MAP, THE CITY ENGINEER HAS REQUIRED THAT FRONTAGE IMPROVEMENTS BE INSTALLED FOR ALL LOTS PRIOR TO THE OCCUPANCY OF ANY DEVELOPMENT ON EACH CORRESPONDING LOT. IMPROVEMENT REQUIREMENTS ARE MORE SPECIFICALLY CONTAINED IN CONDITIONS OF APPROVAL FOR VESTING TENTATIVE SUBDIVISION MAP NO. 2021-01 ADOPTED ON AUGUST 5, 2021, OR ANY SUBSEQUENT AMENDMENT THERETO.

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA STATEMENT:

ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO A LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA, TO BE CREATED BY SEPARATE DOCUMENT. THE BOUNDARIES OF THE BENEFIT ASSESSMENT AREA ARE COINCIDENT WITH THE SUBDIVISION BOUNDARY DEPICTED HEREON.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SB BUILDERS, LLC IN AUGUST, 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE APRIL, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2023.

DUSTIN BYRON WILTON, P.L.S. 8080



CITY ENGINEER'S / SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ACCOMPANYING FINAL MAP, THAT THE SUBDIVISION IS SHOWN SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND THE MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2023.

WILLIAM D. MORRIS, R.C.E. 55910, P.L.S. 7795
INTERIM CITY ENGINEER, CITY LAND SURVEYOR



PLANNING COMMISSION STATEMENT

THIS IS TO CERTIFY THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AND ANY ACTION TAKEN THEREON BY THE CITY OF TURLOCK PLANNING COMMISSION AT A REGULAR MEETING HELD ON _____ BY RESOLUTION NO. _____.

DATED THIS _____ DAY OF _____, 2023.

ADRIENNE WERNER, SECRETARY
PLANNING COMMISSION, CITY OF TURLOCK, CALIFORNIA

COUNTY RECORDER'S CERTIFICATE:

FILED THIS _____ DAY OF _____, 2023, AT _____ O'CLOCK ____ M.

IN BOOK _____ OF MAPS, AT PAGE _____ STANISLAUS COUNTY RECORDS, AT THE REQUEST OF ASSOCIATED ENGINEERING GROUP,

INSTRUMENT NO. _____

FEE _____ PAID

DONNA LINDER
STANISLAUS COUNTY CLERK RECORDER

BY: _____, DEPUTY _____
PRINT NAME

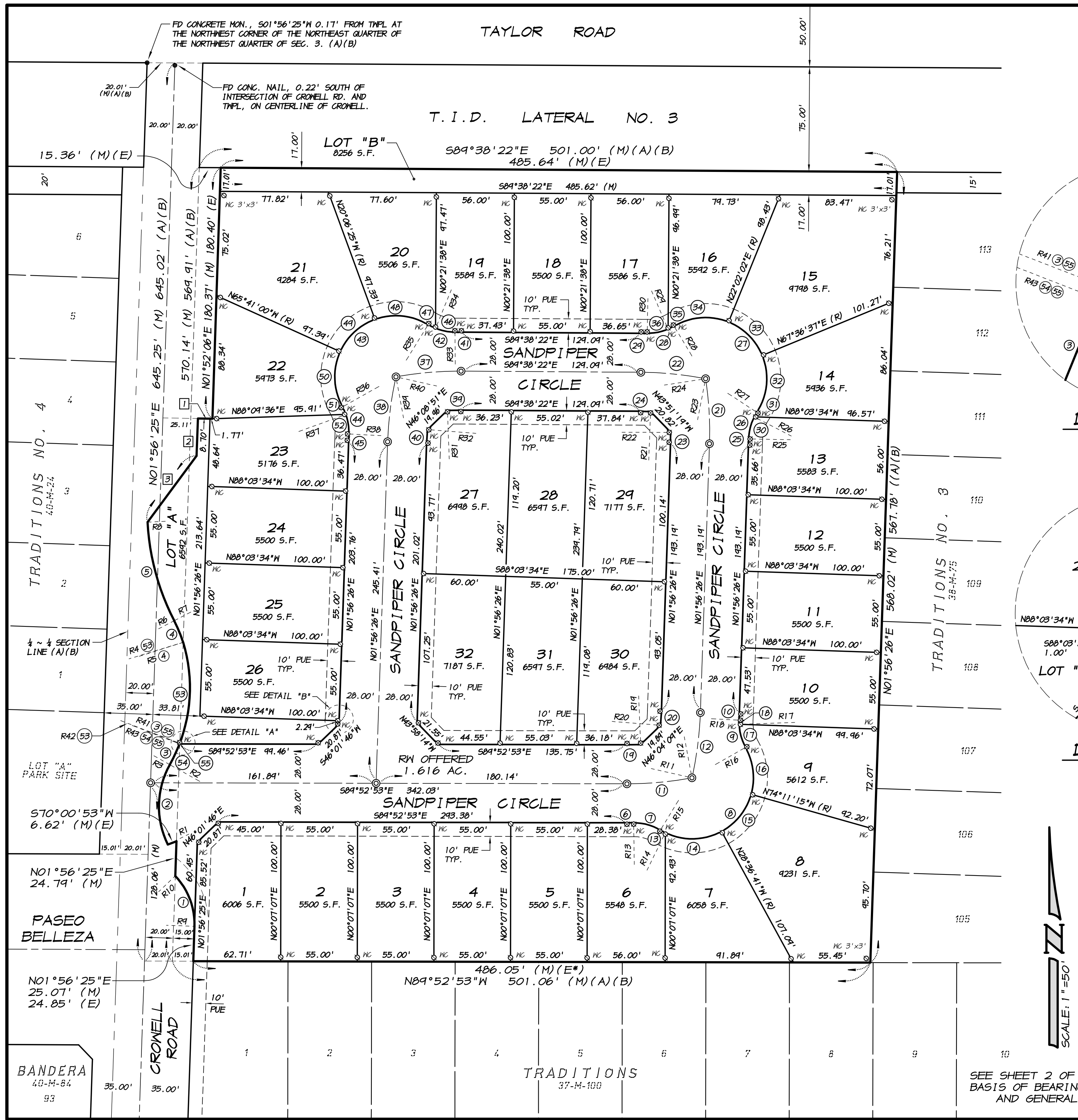
CROWELL SUBDIVISION

BEING THE DESIGNATED REMAINDER NO. 1 AS SHOWN ON THE MAP FOR THE "TRADITIONS" SUBDIVISION AS SHOWN ON THE MAP THEREOF, FILED IN BOOK 37 OF MAPS, AT PAGE 100, STANISLAUS COUNTY RECORDS, LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA. APRIL 2022



4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356
PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com

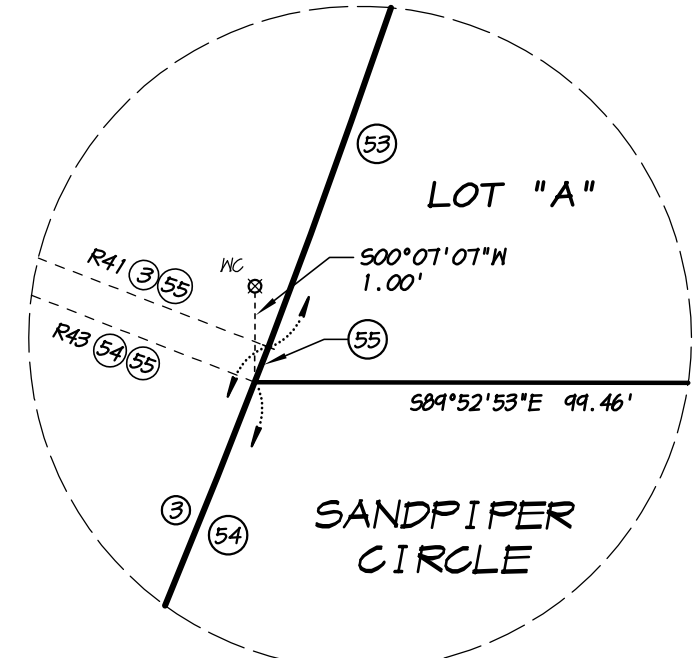
AEG JOB # 1433-21



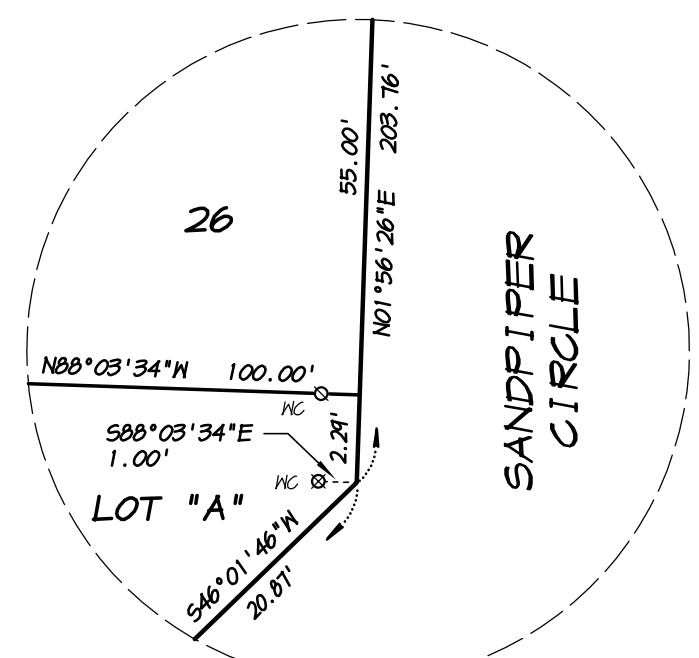
LINE TABLE		
LINE #	BEARING	LENGTH
1	S89°03'34"E	10.47'
2	N2°06'26"E	26.84'
3	S36°26'44"W	59.20'

RADIAL LINE TABLE	
LINE #	BEARING
R1	N63°44'36"E
R2	8°03'23"E
R3	N60°51'51"W
R4	S73°02'33"W
R5	S12°20'18"W
R6	S62°31'54"W
R7	N62°31'54"E
R8	N87°10'40"E
R9	N88°03'35"W
R10	S46°22'02"W
R11	S77°13'29"E
R12	S10°38'13"E
R13	N0°52'46"W
R14	S26°04'48"W
R15	N81°17'51"E
R16	N60°24'31"E
R17	S26°06'08"W
R18	S88°05'14"W
R19	N87°08'18"W
R20	N2°24'17"W
R21	S85°21'26"E
R22	N2°12'10"E
R23	N89°54'48"W
R24	N11°04'30"E
R25	S81°12'52"W
R26	N88°57'27"W
R27	S26°15'44"E
R28	S62°41'44"E
R29	S56°43'18"E
R30	N80°59'19"W
R31	N23°22'11"W
R32	S1°14'50"W
R33	S2°08'04"E
R34	N85°34'15"W
R35	N0°35'19"W
R36	S22°09'09"W
R37	S31°38'50"W
R38	S60°38'51"W
R39	N70°08'55"E
R40	N87°07'00"W
R41	N10°25'00"W
R42	N77°17'19"W
R43	N68°55'14"W
R44	N69°09'42"W
R45	N68°43'59"W

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
1	45°34'23"	50.00'	34.77'
2	55°23'33"	61.64'	59.64'
3	8°03'23"	120.22'	16.90'
4	9°48'24"	98.27'	16.82'
5	24°38'46"	171.73'	73.87'
6	0°59'53"	278.00'	4.84'
7	32°10'37"	36.00'	20.22'
8	150°53'20"	44.00'	115.87'
9	32°27'11"	36.00'	20.39'
10	0°55'16"	278.00'	4.47'
11	10°45'20"	250.00'	46.93'
12	10°50'04"	250.00'	47.27'
13	5°13'03"	44.00'	4.01'
14	54°41'29"	44.00'	42.00'
15	45°34'34"	44.00'	35.00'
16	45°24'13"	44.00'	34.87'
17	27°40'42"	36.00'	17.37'
18	4°46'29"	36.00'	3.00'
19	2°31'23"	222.00'	9.78'
20	2°36'08"	222.00'	10.08'
21	10°43'34"	250.00'	46.80'
22	10°42'52"	250.00'	46.75'
23	1°51'14"	222.00'	7.18'
24	1°50'32"	222.00'	7.14'
25	0°53'54"	278.00'	4.36'
26	32°14'09"	36.00'	20.25'
27	154°16'01"	44.00'	118.47'
28	32°14'09"	36.00'	20.25'
29	0°53'12"	278.00'	4.30'
30	26°15'44"	36.00'	16.50'
31	5°58'25"	36.00'	3.75'
32	55°40'05"	44.00'	42.75'
33	45°34'34"	44.00'	35.00'
34	53°01'22"	44.00'	40.72'
35	7°37'08"	36.00'	4.79'
36	24°37'01"	36.00'	15.47'
37	10°46'38"	250.00'	47.02'
38	10°46'15"	250.00'	47.00'
39	2°29'42"	222.00'	9.67'
40	2°29'19"	222.00'	9.64'
41	0°56'57"	278.00'	4.61'
42	32°14'09"	36.00'	20.25'
43	150°59'58"	44.00'	115.96'
44	32°14'09"	36.00'	20.25'
45	0°56'34"	278.00'	4.57'
46	22°44'28"	36.00'	14.29'
47	9°29'41"	36.00'	5.97'
48	51°45'15"	44.00'	39.74'
49	45°34'34"	44.00'	35.00'
50	53°40'09"	44.00'	41.21'
51	9°30'04"	36.00'	5.97'
52	22°44'05"	36.00'	14.28'
53	37°47'45"	112.06'	73.92'
54	7°52'09"	120.22'	16.51'
55	0°11'14"	120.22'	0.39'



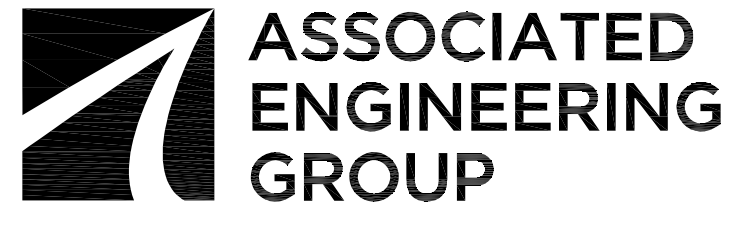
DETAIL "A"
SCALE: 1"=2'



DETAIL "B"
SCALE: 1"=5'

CROWELL SUBDIVISION

BEING THE DESIGNATED REMAINDER NO. 1 AS SHOWN ON THE MAP FOR THE "TRADITIONS" SUBDIVISION AS SHOWN ON THE MAP THEREOF, FILED IN BOOK 37 OF MAPS, AT PAGE 100, STANISLAUS COUNTY RECORDS, LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA.
APRIL 2022



4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356
PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com

SEE SHEET 2 OF 3 FOR THE BASIS OF BEARINGS, LEGEND AND GENERAL NOTES

CITY OF TURLOCK VTSM 2021-01

SHEET 3 OF 3

City Council Staff Report

August 22, 2023



From: Erik Schulze, Public Works Director

Prepared by: Carrie Braley, Staff Services Technician

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the final map for Enterprise Park (Development Project No. 7061) located at 1100 West Glenwood Avenue (Stanislaus County APN 044-017-080, 081, 082) developed by Julian Development Group

2. SYNOPSIS:

This action will approve the final map for the subdivision, "Enterprise Park."

3. DISCUSSION OF ISSUE:

Enterprise Park is the development of an approximately 15.22-acre lot, located at 1100 West Glenwood Avenue (Stanislaus County APN 044-017-080, 081, 082). The vesting tentative subdivision map was originally to divide into 23 lots, while the final map will divide the property into seventeen (17) industrial lots, one of which is a storm basin. The lots will range in size from 15,103 square feet to 52,616 square feet. The lots will be divided in accordance with the industrial (I) zoning district and the Westside Industrial Specific Plan standards. The final map substantially complies with the tentative map.

The division of land for development is subject to the requirements and procedures in the California Map Act. The division of land into four (4) or fewer parcels is executed through the parcel map process. The division of land into five (5) or more parcels is executed through the subdivision map process. Since Enterprise Park subdivision is a division of an existing parcel into seventeen (17) industrial parcels, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute a Subdivision Improvement Agreement (SIA) to install the improvements within a specified amount of time. In the case of Enterprise Park subdivision, all infrastructure and frontage improvements have been installed prior to recordation of the final map; therefore, no SIA is required.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. The recordation of final maps is consistent with the implementation of the City of Turlock Municipal Code and the General Plan. Staff therefore recommend approval of the final map for Enterprise Park subdivision.

4. BASIS FOR RECOMMENDATION:

- A. The final map for Enterprise Park (Development Project No. 7061) conforms to all the requirements of the Subdivision Map Act.
- B. Pursuant to Section 66458 of the Subdivision Map Act, the City Council has the authority and responsibility to approve all final maps.
- C. Pursuant to Section 11-5-604 of the Turlock Municipal Code, the City Council has the authority to approve all final maps.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No direct impact. The subdivision is a private development and paid for by the developer, Julan Development Group. The subdivision, as a condition of development, has formed an assessment district to pay for the maintenance of the public infrastructure created by this development, Resolution 2007-120.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

The City, pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA), has reviewed the environmental impacts associated with Amendment to Planned Development 172 and Vesting Tentative Subdivision Map 2005-20. Based upon analysis and information contained in the Initial Study prepared for the proposed project, it has been determined that no significant environmental impacts are associated with the proposed project. On February 7, 2006 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.

9. ALTERNATIVES:

- A. Pursuant to Section 11-5-604 of the Turlock Municipal Code, City Council could make recommended corrections to the final map, instruct the City Engineer to make revisions, and defer approval until an acceptable final map has been resubmitted. However, the Subdivision Map Act specifies that if the Final Map conforms to the Map Act and the City of Turlock Municipal Code, the Subdivision Map must be approved.

10. ATTACHMENTS:

- A. Planning Commission Resolution No. 2006-15
- B. Enterprise Park Subdivision Map



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2006-0086020-00

Thursday, JUN 08, 2006 09:19:09
Ttl Pd \$0.00 Nbr-0002101160
BJE/R4/1-8

Filing Requested By:

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

When Filed Mail To:

Same as above

Attachment A

SPACE ABOVE THIS LINE FOR CLERK'S USE ONLY

RESOLUTION NO. 2006-15

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF TURLOCK APPROVING
VESTING TENTATIVE SUBDIVISION MAP 2005-20
(J & J Properties)

PROPERTY OWNER: J & J Properties (Robert Triebsch)
1685 California Avenue
Turlock, CA 95380

APPLICANT: Same as Above

SITE ADDRESS: 1100 West Glenwood Avenue

APNs: APN 044-017-051

WHEREAS, the Planning Commission of the City of Turlock, State of California, has considered said application proposing to develop 22 industrial lots with a three (3) lot storm drainage basin; and

WHEREAS, the lots will range in size from approximately 15,309 square feet to 30,480 square feet; and

WHEREAS, the project site is located in an area currently under study by the City of Turlock as part of the Westside Industrial Specific Plan (WISP); and

WHEREAS, the property affected by this Resolution is located at 1100 West Glenwood Avenue, more formerly described as Stanislaus County Assessor's Parcel No. 044-017-051; and

WHEREAS, after public hearing held on March 2nd, 2006, the Planning Commission found and determined as follows:

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

- 1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.

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

Section 2. That Vesting Tentative Subdivision Map No. 2005-20 (J & J Properties) would be permissible subject to the following findings:

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

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock that Vesting Tentative Subdivision Map 2005-20 (J & J Properties) is hereby approved subject to compliance with all applicable codes and ordinances, and subject to the terms and

conditions set forth below. All conditions listed below shall be complied with prior to issuance of Certificate of Occupancy, or equivalent, unless otherwise stipulated:

Planning Division (668-5640)

1. This approval authorizes the subdivision of approximately 15.22 acres of land located at 1100 West Glenwood Avenue (Stanislaus County APNs 044-017-051) into 22 industrial lots with a three (3) lot drainage basin. Uses proposed within the subdivision shall be consistent with those allowable in the Industrial zoning district (TMC § 9-3-402).
2. All conditions of the Amendment to Planned Development 172 are hereby made conditions of approval for VTSM 2005-20 and are incorporated herein by reference.
3. The subdivision shall be developed in accordance with the revised vesting tentative subdivision map submitted on January 24th, 2006, except as maybe amended herein.
4. Design Review shall be required for all development within the subdivision.
5. Future development of the project site shall be subject to the development and design standards established for the Industrial zoning district by the Turlock Municipal Code, the City's adopted Design Guidelines, and the Westside Industrial Specific Plan.
6. Street trees shall be installed in the sidewalk in accordance with City of Turlock standards (TMC §7-7-500 and §9-2-109(8ii)). The approved street tree for the area is Quercus rubra (Red Oak). Any variation from the above listed street tree requirement must first be approved by the City of Turlock Public Facilities Maintenance Manager. Installation of three (3) to four (4) street trees per lot may be necessary to meet minimum spacing requirements. Prior to installing City street trees, an appointment must be scheduled with the Public Facilities Maintenance Manager, or designee, for a pre-planting inspection to ensure appropriate species selection and spacing. Please call 668-5590 for an appointment.
7. The developer will be required to pay all City development fees, as applicable, including, but no limited to, any Plan Area fees adopted in conjunction with the forthcoming Westside Industrial Specific Plan (WISP).
8. The three (3) lot drainage basin included in this project shall be planted with grass and shade trees or completely fenced using opaque material with required street trees.
9. Any outdoor storage shall be located at the rear of the lot and be entirely screened from view of neighboring properties and of the public right-of-way. The method of screening shall consist of solid fencing, such as masonry or wooden fencing, or equivalent. Outdoor storage shall not supplant required parking areas, nor shall it block access to any trash enclosure.
10. The developer must comply with the requirements established in TMC § 9-2-121 (Underground Utilities).

Fire Services (668-5550)

11. Hammerheads, designed to the satisfaction of the City of Turlock Fire Marshal, shall be constructed at the terminus of Olympic Drive, Silver Drive, and Gold Drive.

Engineering Division (668-5520)

12. 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.
13. 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.
14. 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.
15. Provide easements per the Turlock Irrigation District.
16. Provide 10 foot Public Utility Easement behind property along all street frontages.
17. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 54717 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.
18. Provide written consent, as provided in Section 22608 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.
19. The survey for the final map shall be based on the record of survey recorded in book 20 of surveys at page 56, Stanislaus County Records.
20. The developer will be required to pay the development fees adjusted to the current Engineering News Record.
21. 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 hydrology study shall be prepared by a registered engineer detailing the drainage and on-site storage required and provided by Lot "Storm Water Basin". Storm water basin shall be designed to accommodate 3" of rain over the entire area of the subdivision. Basin shall be in accordance with City of Turlock Standard Specifications and Drawings. A soils report shall study the seasonal ground water levels and design shall be based on the ground waters highest level. The maintenance of the basin shall be included in the landscape and lighting maintenance district.
22. 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 retaining wall shall be required per City of Turlock standards. If the grade differential between lots or surrounding ground is between 1/2 foot and 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.

23. 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.
24. Each lot will have access to a water service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.
25. A grading permit is required for any on-site work (grading, paving, concrete, etc., excluding building and on-site lighting). Please submit a cost estimate for all on-site work, as well as (4) sets of improvement plans with landscape plans and an erosion control plan for review and approval. All parcels 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 submitted prior to grading permit issuance.
26. An encroachment permit is required for all off-site work. Please submit a cost estimate for all off-site work, liability insurance listing the City of Turlock as additionally insured, as well as (4) sets of improvement plans for review and approval.
27. A 2" asphalt overlay is required along the entire Glenwood Avenue frontage. The City Engineer reserves the right to require full roadway reconstruction from curb to curb on W. Glenwood Ave. if, in the City Engineer's opinion, the integrity of the roadway has been compromised by utility cuts or construction practices. Asphalt oil shall be AR-8000.
28. All trenching in existing public pavement must be repaved per city standard T-1 unless approved by the City Engineer. The City Engineer may require a full pavement overlay to an existing road if he feels that the integrity of the roadway has been compromised.
29. Striping and signing plans shall be included as a part of the final improvement plans. Stop signs shall be installed by the developer. Street name signs will be installed by the City, but paid for by the developer. Developer will prepare a striping plan utilizing thermoplastic and markers for the development.
30. Storm drain basin shall be sized to hold a 3-inch rain with 1 foot of free-board at lowest catch basin. The basin shall be sized to include the subdivision and streets. A sewer stub shall be provided to the basin.
31. The City will maintain basin and Developer shall provide the city a storm drain easement over the basin. Basin shall be built to city standards. The basin maintenance costs shall be included in the assessment district.
32. The developer shall pay all city wide and Westside Industrial Specific Plan development impact fees prior to issuance of the building permit or recordation of map as directed by City Engineer.
33. Developer shall provide full frontage improvements on Glenwood Avenue in accordance with City of Turlock Standard Specifications and Drawings.

34. Developer shall remove and replace any curb, gutter, sidewalk and roadway if it is determined to be substantially substandard, does not meet ADA requirements or is in poor condition as determined by the City Engineer.
35. Olympic Drive, Gold Drive and Silver Drive shall be constructed to a 76' width as specified in the City of Turlock Standard Specifications and Drawings and Westside Industrial Specific Plan.
36. Developer shall seek approval of this layout from the City of Turlock Fire Department and Scavenger Refuse.
37. At all intersections, side yard fences and trees shall be set back 30 feet from the intersection as required City Std. Drawing ST-13 "Clear Vision Triangle".
38. Developer shall provide necessary right of way and wheelchair ramps at all Tee intersections. W. Glenwood Ave.\Olympic Dr., Gold Dr.\Olympic Dr., and Silver Dr.\Olympic Dr.
39. The development shall conform to all conditions of the Westside Industrial Specific Plan.

Turlock Irrigation District (883-8384)

40. The plans indicate a storm drainage basin along the east side of the proposed project. If the District's canal system is to be used for storm water drainage, the existing Master Storm Drainage Agreement between the City of Turlock and the Turlock Irrigation District must be reviewed to determine if the additional discharge can be accommodated. This additional discharge would be subject to District approval. In addition, the detention basin must be capable of containing the water from a 10-year, 48-hour storm.
41. An irrigation pipeline belonging to Improvement District 34A, the Casey, runs from east to west at the approximate midpoint of the proposed project. This line will have to be upgraded to current District Standards along with the dedication of an appropriate irrigation easement. Field investigation revealed the existence of an existing irrigation line along the west property line starting south from the structure box located on the above referenced improvement district line. District maps are inconclusive as to the nature and purpose of this line and if found to serve downstream parcels, will be subject to the same upgrading and easement requirements as noted above.
42. It will be necessary for the developer to submit plans detailing the existing irrigation facilities, relative to the proposed site improvements, in order for the District to determine specific impacts.
43. Properties that will no longer irrigate or have direct access to water must request abandonment from the improvement district(s). Developed property adjoining irrigated ground must be graded so that finished grading elevations are at least six (6) inches higher than irrigated ground. A protective berm must be installed to prevent irrigation water from reaching non-irrigated properties. Stub-end streets adjoining irrigated ground must have a berm installed at least 12 inches above the finished grade of the irrigated parcel(s).

44. The District shall review and approved all maps and plans of the project. Any improvements to this property shall be subject to the District's approval and meet all District standards and specifications. If it is determined that irrigation facilities will be impacted, 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.
45. Irrigation Improvement plans and an Irrigation Improvements Agreement for the impacted irrigation facility modifications must be executed before the District approves a final map.
46. In order for TID to accept the necessary easements, this statement should appear on the acceptance documents:

Certificate of Acceptance

This is to certify that the interest in real property conveyed by this map to the Turlock Irrigation District, a governmental agency, and to the named improvement districts of the District (if any) are hereby accepted by the undersigned officer on behalf of the Board of Directors of the Turlock Irrigation District pursuant to authority conferred by Board of Directors Rule RL 0340.001, adopted on January 2, 1990 and revised on December 18, 2001.

Dated this _____ day of _____, 200__

 Wilton B. Fryer
 Civil Engineering Department Manager

47. The Final Map Signature Block shall be included as follows:

As to Irrigation Tax,

_____ Todd Troglin Deputy Collector Turlock Irrigation District	_____ Date
--	---------------

48. A ten (10) foot Public Utilities Easement (PUE) must be dedicated along all street frontages.
49. Electric utility maps show existing 12KW overhead distribution lines along both the east and west property lines of the proposed subdivision map. Appropriate electrical easements will have to be dedicated to cover both lines.
50. Owner/developer must apply for a facility change for any pole or facility relocation. Facility changes are performed at developer's expense.

Section 3. The establishment of Vesting Tentative Subdivision Map No. 2005-20 (J & J Properties) requires compliance with the conditions of approval, which shall be binding on all heirs, assignees, and successors in interest of said property.

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

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 2nd day of March 2006, by the following roll call vote:

AYES: Commissioners Howze, Carter, Reyes, Felt, Bean, Fregosi

NOES: None

ABSTAINED: None

ABSENT: Commissioner Brem

ATTEST:



DANA MCGARRY, AICP
SENIOR PLANNER & INTERIM SECRETARY
OF THE TURLOCK PLANNING COMMISSION

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP, AND WE CONSENT TO THE MAKING AND FILING OF THIS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC THE REAL PROPERTY DESCRIBED BELOW AS EASEMENTS FOR PUBLIC PURPOSES:

ALL OF LOT 17 AS A STORM DRAINAGE EASEMENT, WHICH LIES WITHIN THE EXTERIOR BOUNDARY OF THE LANDS BEING DIVIDED AND AS ILLUSTRATED ON THIS MAP.

OWNER: JULAN DEVELOPMENT GROUP, A CALIFORNIA LIMITED PARTNERSHIP

DATED THIS _____ DAY OF _____, 2023.

LANCE P. ANDERSON, GENERAL PARTNER

NOTARY'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA:

COUNTY OF _____:

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION NUMBER: _____

COMMISSION EXPIRES: _____

PRINCIPAL OFFICE LOCATION (COUNTY): _____

NOTARY'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA:

COUNTY OF _____:

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION NUMBER: _____

COMMISSION EXPIRES: _____

PRINCIPAL OFFICE LOCATION (COUNTY): _____

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS:

(CHECK ONE)

A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.

B. RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS 25th DAY OF July, 2023.

ELIZABETH A. KING
CLERK OF THE BOARD OF SUPERVISORS.

BY: Patricia Gonzalez, DEPUTY

Patricia Gonzalez
PRINT NAME

CITY CLERK'S CERTIFICATE:

THIS IS TO CERTIFY THAT AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 2023, THE CITY COUNCIL OF THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, APPROVED THIS FINAL MAP AND HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE FOLLOWING:

AS AN EASEMENT, LOT 17 AS A STORM DRAINAGE EASEMENT, WHICH LIES WITHIN THE EXTERIOR BOUNDARIES OF THE LAND BEING DIVIDED.

DATED THIS _____ DAY OF _____, 2023.

JULIE CHRISTEL, CITY CLERK, CITY OF TURLOCK

CITY OF TURLOCK CERTIFICATE / ACCEPTANCE OF DEDICATIONS:

THIS IS TO CERTIFY THAT THE INTEREST IN THE REAL PROPERTY CONVEYED BY THIS MAP FROM THE OWNERS STATED ABOVE TO THE CITY OF TURLOCK, A MUNICIPAL CORPORATION, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY OF TURLOCK, PURSUANT TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 2012-025 OF THE CITY COUNCIL OF THE CITY OF TURLOCK, ADOPTED ON FEBRUARY 28, 2012 AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

THE CITY OF TURLOCK ACCEPTS THE OFFER OF DEDICATION TO THE PUBLIC FOR PUBLIC USE, LOT 17 AS A STORM DRAINAGE EASEMENT, WHICH LIES WITHIN THE EXTERIOR BOUNDARY OF THE LANDS BEING DIVIDED AND AS ILLUSTRATED ON THIS MAP.

DATED THIS _____ DAY OF _____, 2023.

JULIE CHRISTEL, CITY CLERK, CITY OF TURLOCK

IMPROVEMENT CERTIFICATE:

AS A CONDITION OF APPROVAL OF THIS MAP, THE CITY ENGINEER HAS REQUIRED THAT FRONTAGE IMPROVEMENTS BE INSTALLED FOR ALL LOTS PRIOR TO THE OCCUPANCY OF ANY DEVELOPMENT ON EACH CORRESPONDING LOT. IMPROVEMENT REQUIREMENTS ARE MORE SPECIFICALLY CONTAINED IN CONDITIONS OF APPROVAL FOR VESTING TENTATIVE SUBDIVISION MAP 2005-20 ADOPTED ON MAY 6, 2021, OR ANY SUBSEQUENT AMENDMENT THERETO.

OMITTED EASEMENT HOLDERS' SIGNATURES:

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS OF RECORD HAVE BEEN OMITTED PURSUANT TO TITLE 7, DIVISION 2, CHAPTER 2, ARTICLE 2, SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT:

TURLOCK IRRIGATION DISTRICT: EASEMENT FOR ELECTRICAL UTILITY: RECORDED APRIL 20, 2015 AS DOC. 2015-0028628-00, OF OFFICIAL RECORDS OF STANISLAUS COUNTY, AND EASEMENTS FOR IRRIGATION PURPOSES: RECORDED APRIL 20, 2015 AS DOC. 2015-0028630-00, OF OFFICIAL RECORDS OF STANISLAUS COUNTY.

TAX COLLECTOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR ANY UNPAID STATE, COUNTY, SCHOOLS, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.

ASSESSOR'S PARCEL NO'S. 044-017-080, 044-017-081 AND 044-017-082

DATED THIS 25 DAY OF July, 2023.

DONNA RILEY
STANISLAUS COUNTY TAX COLLECTOR.

BY: Sandra Rinehart, DEPUTY

Sandra RINEHART
PRINT NAME

AS TO IRRIGATION TAX:

DATED THIS _____ DAY OF _____, 2023.

MICHAEL VINCENT, DEPUTY COLLECTOR,
TURLOCK IRRIGATION DISTRICT

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JULAN DEVELOPMENT GROUP IN DECEMBER, 2022. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JANUARY, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 17th DAY OF July, 2023.

DUSTIN BYRON WILTON, P.L.S. 8080



CITY ENGINEER'S / SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ACCOMPANYING FINAL MAP, THAT THE SUBDIVISION IS SHOWN SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND THE MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2023.

WILLIAM D. MORRIS, R.C.E. 55910, P.L.S. 7795
INTERIM CITY ENGINEER, CITY LAND SURVEYOR



PLANNING COMMISSION STATEMENT

THIS IS TO CERTIFY THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AND ANY ACTION TAKEN THEREON BY THE CITY OF TURLOCK PLANNING COMMISSION AT A REGULAR MEETING HELD ON MAY 6, 2021 BY RESOLUTION NO. 2021-06.

DATED THIS _____ DAY OF _____, 2023.

ADRIENNE WERNER, SECRETARY
PLANNING COMMISSION, CITY OF TURLOCK, CALIFORNIA

COUNTY RECORDER'S CERTIFICATE:

FILED THIS _____ DAY OF _____, 2023, AT _____ O'CLOCK _____ M.

IN BOOK _____ OF MAPS, AT PAGE _____ STANISLAUS COUNTY RECORDS, AT THE REQUEST OF ASSOCIATED ENGINEERING GROUP,

INSTRUMENT NO. _____

FEE _____ PAID
DONNA LINDER
STANISLAUS COUNTY CLERK RECORDER

BY: _____, DEPUTY
PRINT NAME

SUBDIVISION MAP NO. 05-20
MAP OF:

ENTERPRISE PARK

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THE MAP FILED IN BOOK 9 OF PARCEL MAPS, AT PAGE 33, STANISLAUS COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF TURLOCK, STANISLAUS COUNTY, CALIFORNIA



4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356
PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com

AE6 JOB # 1200-22

CURVE TABLE (M)					
CURVE #	DELTA	RADIUS	LENGTH	CHORD	TANGENT
1	31°36'03"	330.00'	186.42'	184.07'	95.65'
2	31°36'03"	262.00'	144.50'	142.60'	74.14'
3	4°53'42"	330.00'	28.88'	28.87'	14.45'
4	15°58'17"	330.00'	94.22'	93.91'	47.42'
5	10°44'04"	330.00'	63.33'	63.23'	31.76'
6 (M)	90°00'00"	250.00'	342.70'	353.55'	250.00'
7 (M)	63°35'15"	280.00'	310.75'	245.04'	173.57'
7 (B)	63°32'08"	280.00'	310.49'	244.83'	173.34'
8	31°55'55"	280.00'	156.05'	154.04'	80.11'
9	23°02'22"	280.00'	112.54'	111.84'	57.07'

CURVE TABLE (M)					
CURVE #	DELTA	RADIUS	LENGTH	CHORD	TANGENT
10	8°36'58"	280.00'	42.11'	42.07'	21.04'
11	31°36'03"	330.00'	186.42'	184.07'	95.65'
12	31°36'03"	262.00'	144.50'	142.60'	74.14'
13	19°42'06"	330.00'	116.22'	115.65'	58.64'
14	11°53'57"	330.00'	70.20'	70.07'	35.22'
15	20°33'24"	262.00'	94.01'	93.50'	47.51'
16	11°02'34"	262.00'	50.50'	50.42'	25.33'
17	26°04'03"	262.00'	119.58'	118.55'	60.85'
18	5°27'00"	262.00'	24.92'	24.91'	12.47'

CURVE TABLE (D)					
CURVE #	DELTA	RADIUS	LENGTH	CHORD	TANGENT
1	31°36'01"	330.00'	186.42'	184.07'	95.65'
2	31°36'01"	262.00'	144.50'	142.60'	74.14'
11	31°36'01"	330.00'	186.42'	184.07'	95.65'
12	31°36'01"	262.00'	144.50'	142.60'	74.14'

GENERAL NOTES:

- ALL DISTANCES AND DIMENSIONS SHOWN ON THIS MAP ARE IN FEET AND DECIMALS THEREOF.
- THE HEAVY LINE INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- THE TOTAL AREA SUBDIVIDED BY THIS MAP IS 15.238 ACRES, CONTAINING 16 INDUSTRIAL LOTS AND 1 LOT TO BE DEDICATED TO THE CITY OF TURLOCK AS A STORM DRAINAGE EASEMENT, COMPRISING 12.719 ACRES.
- THE PUBLIC ROAD RIGHT-OF-WAYS FOR OLYMPIC DRIVE AND GOLD DRIVE WERE DEDICATED AND ACCEPTED BY THE CITY OF TURLOCK BY A SEPARATE DOCUMENT, AS INST. 15-0028633-00, S.C.R. THE RIGHT-OF-WAY AREA = 2.519 ACRES.
- LOT 17 IS OFFERED TO THE CITY OF TURLOCK BY THIS MAP FOR THE PURPOSE OF A STORM DRAINAGE EASEMENT.
- SET 3/4" IRON PIPE TAGGED L.S. 8080 AT ALL LOT CORNERS, POINTS OF CURVATURE AND UNDER SURVEY MONUMENT COVERS, UNLESS OTHERWISE NOTED.
- THE PUBLIC UTILITY EASEMENTS ALONG OLYMPIC DRIVE AND GOLD DRIVE WERE DEDICATED AND ACCEPTED BY THE CITY OF TURLOCK BY A SEPARATE DOCUMENT, AS INST. 15-0028635-00, S.C.R. AND THE 22' BY 25' ACCESS EASEMENTS WERE DEDICATED AND ACCEPTED BY THE CITY OF TURLOCK BY A SEPARATE DOCUMENT, AS INST. 15-0028634-00, S.C.R.

LEGEND

- ⊙ = SET 3/4" IP WITH TAG L.S. 8080 IN A FOUND CITY STANDARD MONUMENT WELL
- = FOUND 3/4" IP TAGGED RCE 13643 (REF B) U.O.N.
- ⊙ = SET 3/4" IP WITH TAG L.S. 8080 AS A WITNESS CORNER, LYING 1.00 FOOT FROM THE TRUE CORNER AT FRONT OF LOTS PERPENDICULAR TO ROAD R/W OR ON THE PARCEL LINE 1.00 FOOT FROM THE ROAD R/W, TYPICAL U.O.N.
- (M) = MEASURED ON THIS SURVEY
- (R) = RADIAL BEARING
- U.O.N. = UNLESS OTHERWISE NOTED
- S.F.N. = SEARCHED, FOUND NOTHING
- I.P. = IRON PIPE
- O.D. = OUTSIDE DIAMETER
- I.D. = INSIDE DIAMETER
- PUE = PUBLIC UTILITY EASEMENT
- IDE = IRRIGATION AND DRAINAGE EASEMENT
- R/W = RIGHT-OF-WAY
- ⑭ = CURVE DATA REFERENCE
- DOC. = DOCUMENT INSTRUMENT NUMBER S.C.R.
- S.C.R. = STANISLAUS COUNTY RECORDS
- S.F. = SQUARE FEET
- A.E. = 22' X 25' EXIST. ACCESS EASEMENT (SEE DETAIL)

REFERENCES:

- (A) REFERS TO STATE OF CALIFORNIA H&M DWS B-9A-30, SHEET 11 OF 23
- (B) REFERS TO BOOK 9 OF PARCEL MAPS AT PAGE 33, S.C.R.
- (C) REFERS TO BOOK 20 OF SURVEYS AT PAGE 56, S.C.R.
- (D) REFERS TO DOC. 15-0028633-00, S.C.R.

BASIS OF BEARINGS

A BEARING OF N 89°50'30" E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 27, T. 5 S., R. 10 E., M.D.M., AS SHOWN ON THE PARCEL MAP FILED IN BOOK 9 OF PARCEL MAPS, AT PAGE 33, STANISLAUS COUNTY RECORDS WAS USED AS THE BASIS OF THE BEARINGS SHOWN ON THIS MAP.

SUBDIVISION MAP NO. 05-20
MAP OF:

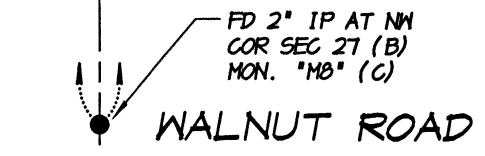
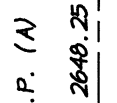
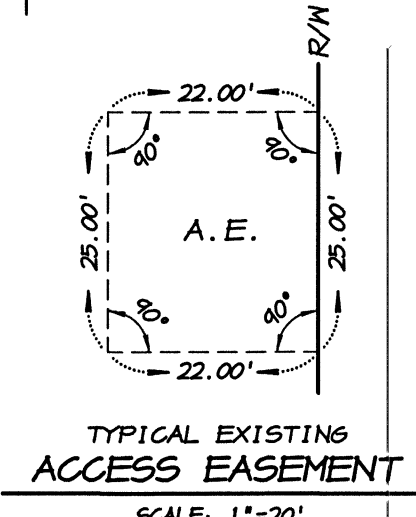
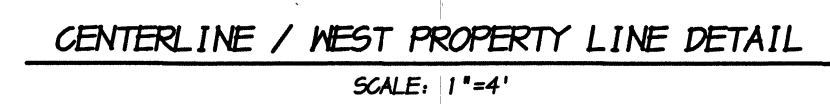
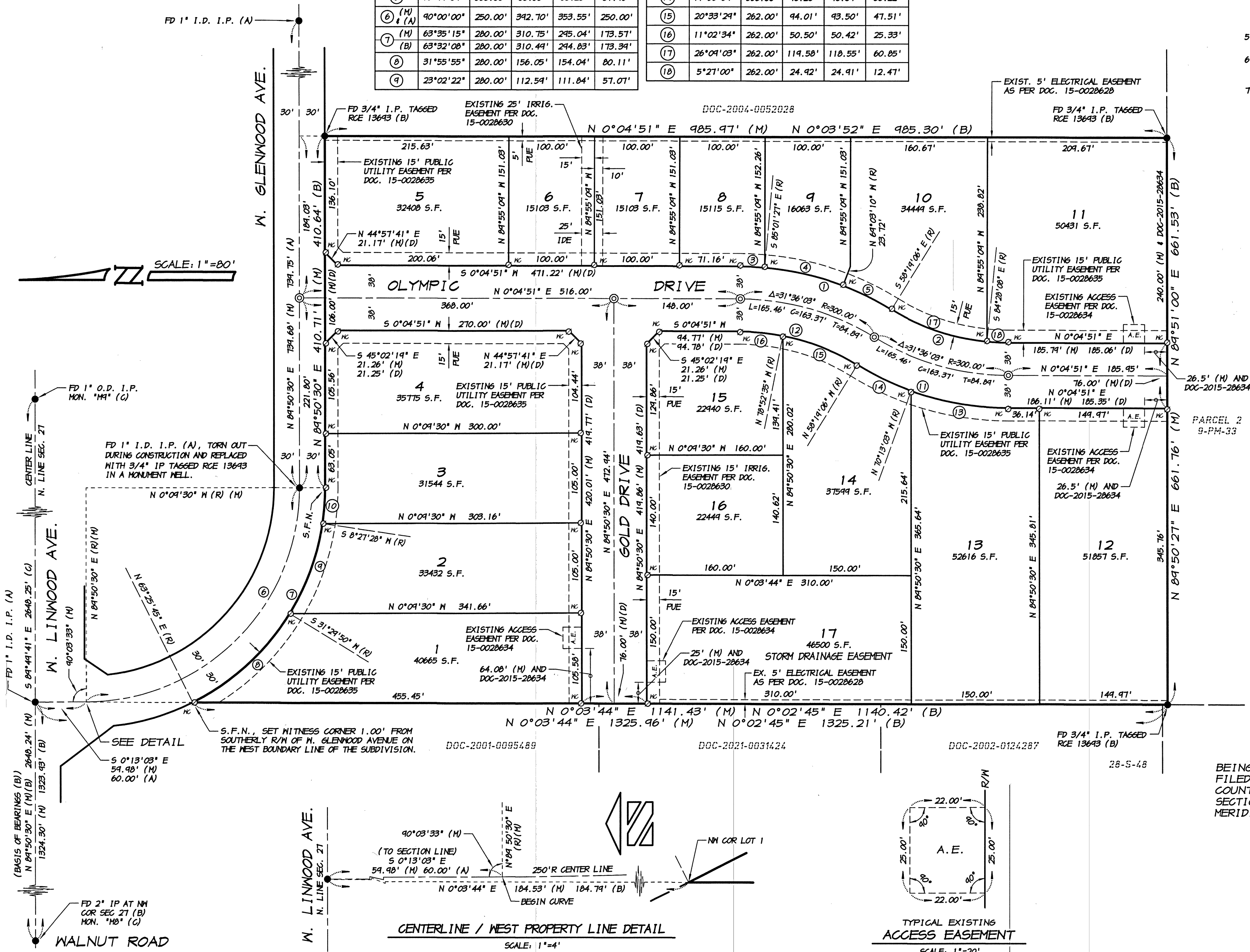
ENTERPRISE PARK

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THE MAP FILED IN BOOK 9 OF PARCEL MAPS, AT PAGE 33, STANISLAUS COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF TURLOCK, STANISLAUS COUNTY, CALIFORNIA



4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356
PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com

AE6 JOB # 1200-22



City Council Staff Report

August 22, 2023



From: Miguel Pacheco, Police Captain

Prepared by: Miguel Pacheco, Police Captain
Julie Christel, City Clerk

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. This reduces the immediate need for overflow or additional shelters. Second, the emergency allows the City access to the resources made available for overflow sheltering.

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 Unshetered Homeless Crisis

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REAFFIRMING THE	}	RESOLUTION NO. 2023-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 22nd day of August, 2023, by the following vote:

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

ATTEST:

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

CITY OF TURLOCK

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.

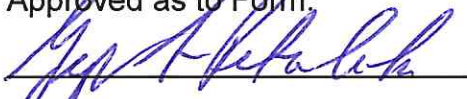
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall expire unless ratified by the City Council within seven (7) days of this proclamation.

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

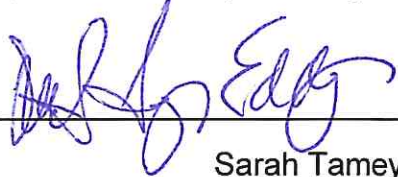
WHEREAS, the Director of Emergency Services has determined that certain rules and regulations must be made and issued on matters necessary to protect life and property as affected by the UHC Local Emergency.

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.

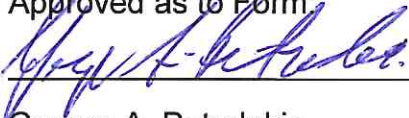
- (c) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
 - (d) Use of the area commonly known as the Patio Area for temporary shelter spaces shall only be allowed 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

August 22, 2023



From: Luis Machado, IT Manager

Prepared by: Luis Machado, IT Manager, and
Janelle Rodrigues, Staff Services Assistant

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of replacement Dell Servers and installation services from The REDESIGN Group under the National Association of State Procurement Officials (NASPO) California Contract No. 7-15-70-34-004 without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed \$335,191.13 paid from fund 242 "Computer Replacement" account 242-00-000-204.51015_002 - Network Servers and appropriate \$15,191.13 from Fund 242 unallocated reserves to account 242-00-000-204.51015_002 - Network Servers.

2. SYNOPSIS:

The City of Turlock Information Technology Department (IT) is requesting council approval for the purchase and installation of replacement servers and the appropriation of \$15,191.13 from unallocated reserves.

3. DISCUSSION OF ISSUE:

On August 9th, 2016, council approved the purchase of the City's current Dell servers. Today, the servers at City Hall are nearing end of service life and can no longer be renewed, upgraded, or extended.

Computing hardware typically lasts five to six years before obsolescence. While performance was adequate on the current hardware, we added extended warranty support to maximize the use of the initial investment. With the end of service life and therefore, end of extended support, replacement of the hardware is necessary to avoid extended service outages and degraded performance due to equipment failure.

4. BASIS FOR RECOMMENDATION:

The equipment being replaced serves many of the City's core computing functions and houses various large enterprise software applications. The equipment forms part of a comprehensive and robust computing infrastructure that serves the employees, citizens, and businesses of Turlock and is required to maintain a stable platform for the services provided.

5. FISCAL IMPACT / BUDGET AMENDMENT:

According to the City of Turlock Municipal Code 2-7-08(b)(5), the bidding procedures are not required when engaged in a joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

Through extensive research and a competitive bidding process that complies with the City's requirements, NASPO obtains best pricing and superior contract terms with valued manufacturers and resellers to create a Master Agreement. The Master Agreement is then awarded to a lead state, and other public agencies are able to leverage that state's contract to satisfy their government's bidding requirements.

IT has identified the NASPO California contract no. 7-15-70-34-004, which is supported by the lead state of Minnesota, whom was awarded the NASPO ValuePoint Master Agreement No. MNWNC-109 for Computer Equipment and Storage Related Peripherals and Services.

Server Replacement funding in the amount of \$320,000 has been included in the FY 23-24 approved budget in fund 242 "Computer Replacement", account 242-00-000-204.51015_002 - Network Servers. An additional \$15,191.13 is being requested to be allocated from unallocated reserves to cover the balance of the cost.

6. STAFF RECOMMENDATION:

Staff recommends Council approves purchase and installation of replacement Servers and appropriation of unallocated reserve funds.

7. CITY MANAGER'S COMMENTS: n/a

8. ENVIRONMENTAL DETERMINATION: n/a

9. ALTERNATIVES:

Council can choose not to replace servers. The City's current server environment is reaching end of life, with no extensions for support and no options to upgrade. Failure to replace old equipment could lead to extended service outages and degraded performance due to equipment failure and delayed or limited service and parts availability for obsolete equipment.

Other alternatives include migrating services to cloud-hosted options. Besides being cost prohibitive due to annual costs in the hundreds of thousands of dollars and large one-time costs and staff time required to migrate services, moving large enterprise applications to the cloud increases the dependency on available internet service.

10. ATTACHMENTS:

- A. Draft resolution
- B. Redesign Quote

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE }
 OF REPLACEMENT DELL SERVERS AND }
 INSTALLATION SERVICES FROM THE REDESIGN }
 GROUP UNDER THE NATIONAL ASSOCIATION OF }
 STATE PROCUREMENT OFFICIALS (NASPO) }
 CALIFORNIA CONTRACT NO. 7-15-70-34-004 }
 WITHOUT COMPLIANCE TO THE FORMAL BID }
 PROCEDURE IN ACCORDANCE WITH SECTION 2- }
 7-08(b)(5) OF THE TURLOCK MUNICIPAL CODE, IN }
 AN AMOUNT NOT TO EXCEED \$335,191.13 PAID }
 FROM FUND 242 "COMPUTER REPLACEMENT" }
 ACCOUNT 242-00-000-204.51015_002 – NETWORK }
 SERVERS AND APPROPRIATE \$15,191.13 FROM }
 FUND 242 UNALLOCATED RESERVES TO }
 ACCOUNT 242-00-000-204.51015_002 – NETWORK }
SERVERS. }

RESOLUTION NO. 2023-

WHEREAS, The City of Turlock Information Technology Department (IT) is requesting council approval for the purchase and installation of replacement servers and the appropriation of \$15,191.13 from unallocated reserves; and

WHEREAS, On August 9th, 2016, council approved the purchase of the City’s current Dell servers. Today, the servers at City Hall are nearing end of service life and can no longer be renewed, upgraded, or extended; and

WHEREAS, The equipment being replaced serves many of the City’s core computing functions and houses various large enterprise software applications. The equipment forms part of a comprehensive and robust computing infrastructure that serves the employees, citizens, and businesses of Turlock and is required to maintain a stable platform for the services provided; and

WHEREAS, Server Replacement funding in the amount of \$320,000 has been included in the FY 23-24 approved budget in fund 242 “Computer Replacement”, account 242-00-000-204.51015_002 - Network Servers. An additional \$15,191.13 is being requested to be allocated from unallocated reserves to cover the balance of the cost; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of replacement Dell Servers and installation services from The REDESIGN Group under the National Association of State Procurement Officials (NASPO) California Contract No. 7-15-70-34-004 without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed \$335,191.13 paid from fund 242 “Computer Replacement” account 242-00-000-204.51015_002 - Network Servers and appropriate \$15,191.13 from Fund 242 unallocated reserves to account 242-00-000-204.51015_002 - Network Servers.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of August, 2023, by the following vote:

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

ATTEST:

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

(2) VSAN Ready Node Cluster

City of Turlock

Contract Code

Description	Qty
California State Contract Number 7-15-70-34-004	

Primary VSRN Cluster

Description	Price	Qty	Ext. Price	
(3) Node VSRN R750 All-Flash Cluster (vSAN Enterprise Included) + 36 Months ProSupport (4 Hour)				
350-BCBG	All Flash, VSAN Ready Node	\$0.00	3	\$0.00
350-BCFO	IDM/Personality Module, VSAN-RN R750	\$69.8233	3	\$209.47
210-AZMX	VSAN-RN R750	\$3,477.12	3	\$10,431.36
379-BDTF	2.5 Chassis	\$0.00	3	\$0.00
379-BDSS	SAS/SATA Backplane	\$0.00	3	\$0.00
379-BDTD	2x2.5 Rear Storage	\$0.00	3	\$0.00
379-BDSR	No GPU Enablement	\$0.00	3	\$0.00
461-AAIG	Trusted Platform Module 2.0 V3	\$28.82	3	\$86.46
321-BGFK	2.5" Chassis with up to 24 HDDs (SAS/SATA), 2x2.5" Rear HDDs (NVMe)	\$352.08	3	\$1,056.24
338-CBWN	Intel Xeon Gold 5317 3G, 12C/24T, 11.2GT/s, 18M Cache, Turbo, HT (150W) DDR4-2933	\$625.32	3	\$1,875.96
338-CBWN	Intel Xeon Gold 5317 3G, 12C/24T, 11.2GT/s, 18M Cache, Turbo, HT (150W) DDR4-2933	\$625.32	3	\$1,875.96
379-BDCO	Additional Processor Selected	\$0.00	3	\$0.00
412-AAWE	Heatsink for 2 CPU configuration (CPU less than 165W)	\$0.00	3	\$0.00
370-AAIP	Performance Optimized	\$0.00	3	\$0.00
370-AEVR	3200MT/s RDIMMs	\$0.00	3	\$0.00
780-BCDI	No RAID	\$0.00	3	\$0.00
405-AAXY	Dell HBA355i Controller Front	\$209.21	3	\$627.63
750-ADED	Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis	\$0.00	3	\$0.00
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	\$0.00	3	\$0.00
750-ADGK	Standard Fan x6	\$28.82	3	\$86.46

Primary VSRN Cluster

Description	Price	Qty	Ext. Price
450-AJHG Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	\$407.07	3	\$1,221.21
330-BBSE Riser Config 6, 4x8, 2x16 slots	\$159.76	3	\$479.28
329-BFGT R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	\$0.00	3	\$0.00
528-CRVW iDRAC9 Datacenter 15G	\$200.49	3	\$601.47
528-CTZH OpenManage Enterprise Advanced Plus	\$145.20	3	\$435.60
540-BCOF Mellanox ConnectX-5 Dual Port 10/25GbE SFP28, OCP NIC 3.0	\$237.15	3	\$711.45
325-BEBV PowerEdge 2U LCD Bezel	\$49.18	3	\$147.54
350-BCED Dell EMC Luggage Tag	\$0.00	3	\$0.00
403-BCMB BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	\$494.37	3	\$1,483.11
470-AERR BOSS Cables and Bracket for R750 (Riser 1)	\$14.55	3	\$43.65
350-BBYW Quick Sync 2 (At-the-box mgmt)	\$25.90	3	\$77.70
379-BCSF iDRAC,Factory Generated Password	\$0.00	3	\$0.00
379-BCQV iDRAC Group Manager, Enabled	\$0.00	3	\$0.00
634-BWZG VMware ESXi 7.0 U3 Embedded Image (License Not Included)	\$0.00	3	\$0.00
605-BBFN No Media Required	\$0.00	3	\$0.00
770-BBBQ ReadyRails Sliding Rails	\$43.36	3	\$130.08
770-BDRQ Cable Management Arm, 2U	\$20.07	3	\$60.21
631-AACK No Systems Documentation, No OpenManage DVD Kit	\$0.00	3	\$0.00
340-CULS PowerEdge R750 Shipping	\$0.00	3	\$0.00
481-BBFG PowerEdge R750 Shipping Material	\$28.82	3	\$86.46
389-DYHE PowerEdge R750 CE Marking, No CCC Marking	\$0.00	3	\$0.00
389-DYHF Dell/EMC label (BIS) for 2.5" Chassis	\$0.00	3	\$0.00
859-4382 Dell Hardware Limited Warranty Plus Onsite Service	\$72.45	3	\$217.35
859-4385 ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	\$524.06	3	\$1,572.18
859-4400 ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years	\$1,012.03	3	\$3,036.09

Primary VSRN Cluster

Description	Price	Qty	Ext. Price
989-3439 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	3	\$0.00
825-8623 Certified Deployment Partner T1 or Distributors	\$0.00	3	\$0.00
370-AEVQ 16GB RDIMM, 3200MT/s, Dual Rank	\$232.49	48	\$11,159.52
370-AEVP 64GB RDIMM, 3200MT/s, Dual Rank, 16Gb	\$888.94	48	\$42,669.12
400-AXSK 3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	\$978.99	36	\$35,243.64
400-BMYZ 1.6TB Enterprise NVMe Mixed Use AG Drive U.2 Gen4 Flex Bay, FIPS	\$1,097.58	6	\$6,585.48
450-AALV Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	\$0.00	6	\$0.00
492-BBDI C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	\$6.41	6	\$38.46
540-BDIN Mellanox ConnectX-5 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2	\$206.30	3	\$618.90
528-CURE VMware vSAN 8 Enterprise, 1 CPU (max 32 cores/CPU socket), 3YR VMware SNS	\$4,493.40	6	\$26,960.40
883-0612 3 Years ProSupport vSAN 8 Enterprise Sftwr Spt-Maint	\$1,278.26	6	\$7,669.56
		Subtotal:	\$157,498.00

Secondary VSRN Cluster

Description	Price	Qty	Ext. Price
(3) Node VSRN R750 All-Flash Cluster (vSAN Enterprise Included) + 36 Months ProSupport (4 Hour)			
350-BCBG All Flash, VSAN Ready Node	\$0.00	3	\$0.00
350-BCFO IDM/Personality Module, VSAN-RN R750	\$69.8233	3	\$209.47
210-AZMX VSAN-RN R750	\$3,477.12	3	\$10,431.36
379-BDTF 2.5 Chassis	\$0.00	3	\$0.00
379-BDSS SAS/SATA Backplane	\$0.00	3	\$0.00
379-BDTD 2x2.5 Rear Storage	\$0.00	3	\$0.00
379-BDSR No GPU Enablement	\$0.00	3	\$0.00
461-AAIG Trusted Platform Module 2.0 V3	\$28.82	3	\$86.46

Secondary VSRN Cluster

Description	Price	Qty	Ext. Price
321-BGFK 2.5" Chassis with up to 24 HDDs (SAS/SATA), 2x2.5" Rear HDDs (NVMe)	\$352.08	3	\$1,056.24
338-CBWN Intel Xeon Gold 5317 3G, 12C/24T, 11.2GT/s, 18M Cache, Turbo, HT (150W) DDR4-2933	\$625.32	3	\$1,875.96
338-CBWN Intel Xeon Gold 5317 3G, 12C/24T, 11.2GT/s, 18M Cache, Turbo, HT (150W) DDR4-2933	\$625.32	3	\$1,875.96
379-BDCO Additional Processor Selected	\$0.00	3	\$0.00
412-AAWE Heatsink for 2 CPU configuration (CPU less than 165W)	\$0.00	3	\$0.00
370-AAIP Performance Optimized	\$0.00	3	\$0.00
370-AEVR 3200MT/s RDIMMs	\$0.00	3	\$0.00
780-BCDI No RAID	\$0.00	3	\$0.00
405-AAXY Dell HBA355i Controller Front	\$209.21	3	\$627.63
750-ADED Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis	\$0.00	3	\$0.00
800-BBDM UEFI BIOS Boot Mode with GPT Partition	\$0.00	3	\$0.00
750-ADGK Standard Fan x6	\$28.82	3	\$86.46
450-AJHG Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	\$407.07	3	\$1,221.21
330-BBSE Riser Config 6, 4x8, 2x16 slots	\$159.76	3	\$479.28
329-BFGT R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	\$0.00	3	\$0.00
528-CRVW iDRAC9 Datacenter 15G	\$200.49	3	\$601.47
528-CTZH OpenManage Enterprise Advanced Plus	\$145.20	3	\$435.60
540-BCOF Mellanox ConnectX-5 Dual Port 10/25GbE SFP28, OCP NIC 3.0	\$237.15	3	\$711.45
325-BEBV PowerEdge 2U LCD Bezel	\$49.18	3	\$147.54
350-BCED Dell EMC Luggage Tag	\$0.00	3	\$0.00
403-BCMB BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	\$494.37	3	\$1,483.11
470-AERR BOSS Cables and Bracket for R750 (Riser 1)	\$14.55	3	\$43.65
350-BBYW Quick Sync 2 (At-the-box mgmt)	\$25.90	3	\$77.70
379-BCSF iDRAC,Factory Generated Password	\$0.00	3	\$0.00
379-BCQV iDRAC Group Manager, Enabled	\$0.00	3	\$0.00

Secondary VSRN Cluster

Description	Price	Qty	Ext. Price
634-BWZG VMware ESXi 7.0 U3 Embedded Image (License Not Included)	\$0.00	3	\$0.00
605-BBFN No Media Required	\$0.00	3	\$0.00
770-BBBQ ReadyRails Sliding Rails	\$43.36	3	\$130.08
770-BDRQ Cable Management Arm, 2U	\$20.07	3	\$60.21
631-AACK No Systems Documentation, No OpenManage DVD Kit	\$0.00	3	\$0.00
340-CULS PowerEdge R750 Shipping	\$0.00	3	\$0.00
481-BBFG PowerEdge R750 Shipping Material	\$28.82	3	\$86.46
389-DYHE PowerEdge R750 CE Marking, No CCC Marking	\$0.00	3	\$0.00
389-DYHF Dell/EMC label (BIS) for 2.5" Chassis	\$0.00	3	\$0.00
859-4382 Dell Hardware Limited Warranty Plus Onsite Service	\$72.45	3	\$217.35
859-4385 ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	\$524.06	3	\$1,572.18
859-4400 ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years	\$1,012.03	3	\$3,036.09
989-3439 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	3	\$0.00
825-8623 Certified Deployment Partner T1 or Distributors	\$0.00	3	\$0.00
370-AEVQ 16GB RDIMM, 3200MT/s, Dual Rank	\$232.49	48	\$11,159.52
370-AEVP 64GB RDIMM, 3200MT/s, Dual Rank, 16Gb	\$888.94	48	\$42,669.12
400-AXSK 3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	\$978.99	36	\$35,243.64
400-BMYZ 1.6TB Enterprise NVMe Mixed Use AG Drive U.2 Gen4 Flex Bay, FIPS	\$1,097.58	6	\$6,585.48
450-AALV Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	\$0.00	6	\$0.00
492-BBDI C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	\$6.41	6	\$38.46
540-BDIN Mellanox ConnectX-5 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2	\$206.30	3	\$618.90
528-CURE VMware vSAN 8 Enterprise, 1 CPU (max 32 cores/CPU socket), 3YR VMware SNS	\$4,493.40	6	\$26,960.40
883-0612 3 Years ProSupport vSAN 8 Enterprise Sftwr Spt-Maint	\$1,278.26	6	\$7,669.56

Secondary VSRN Cluster

Description	Price	Qty	Ext. Price
		Subtotal:	\$157,498.00

Implementation

Description	Price	Qty	Ext. Price
IMPLEM1 Resources for Comprehensive, White-Glove Implementation – Included	\$0.00	1	\$0.00
		Subtotal:	\$0.00

(2) VSAN Ready Node Cluster



Prepared by:
The [RE]DESIGN Group
Kevin Meehan
Regional Sales Director
kmeehan@redesign-group.com

Prepared for:
City of Turlock
156 South Broadway
Turlock, CA 95380
Nick Showalter
(209) 668-5540
nshowalter@turlock.ca.us

Quote Information:
Quote #: 003289
Version: 1
Delivery Date: 08/15/2023
Expiration Date: 09/15/2023

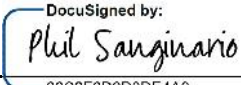
Quote Summary

Description	Amount
Primary VSRN Cluster	\$157,498.00
Secondary VSRN Cluster	\$157,498.00
Implementation	\$0.00
<hr/>	
Subtotal:	\$314,996.00
Estimated Tax:	\$22,317.135
Total:	\$357,313.135

Acceptance of this Quote is binding and the above item(s) will be purchased in reliance thereon. All sales are final. After orders are placed, a final invoice will be provided that shall include all applicable taxes, shipping charges, and payment terms not included herein. Any invoice amounts not timely paid will be subject to a daily interest charge, at the prorated amount of 1.5% per month, or at the highest interest rate allowable under California law. By signing below, the above-named Company, acting under due and proper authority, hereby agrees that this Quote constitutes a binding Agreement with The [RE]DESIGN Group.

The [RE]DESIGN Group

City of Turlock

Signature: 
Name: 8/15/2023
Title: President
Date: 8/15/2023

Signature: _____
Name: _____
Date: _____

City Council Staff Report

August 22, 2023



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopt the City of Turlock Fiscal Year 2022-2023 Fund 450 "SRWA Operations" Budget in the amount of \$580,000 in Revenue and Expenses detailed in Exhibit A

2. SYNOPSIS:

For Financial Auditing purposes a budget should be adopted by the City Council. Fund 450 "SRWA Operations" is a new fund developed by the execution of the City of Turlock Operations Agreement.

3. DISCUSSION OF ISSUE:

On January 10, 2023 the Council authorized the execution of the Regional Surface Water Supply Project Operation Agreement between the City of Turlock and the Stanislaus Regional Water Authority (SRWA). The execution of this agreement created a new division within Municipal Services Department and a new accounting fund to track expenditures for reimbursement.

Although the executing of this contract authorized the expenditures needed to fulfill the contract, a formal budget is requested to be adopted by the City Council for best accounting practices. The proposed budget is attached as Exhibit A.

4. BASIS FOR RECOMMENDATION:

A. Adoption of a Municipal budget is required by Generally Accepted Accounting Principles (GAAP), government accounting, and audit standards.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

This establishes spending authority for the City of Turlock for Fund 450 "SRWA Operations" only for Fiscal Year 2022-2023.

6. STAFF RECOMMENDATION:

Adopt Fiscal Year 2022-2023 Fund 450 "SRWA Operations" budget

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Do not adopt the budget as presented. This action is not recommended due to the requirement of Generally Accepted Accounting Principles (GAAP), government accounting, and audit standards.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Proposed Fund 450 "SRWA Operations" Draft Budget

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE CITY OF }
TURLOCK FISCAL YEAR 2022-2023 FUND 450 }
"SRWA OPERATIONS" BUDGET IN THE }
AMOUNT OF \$580,000 IN REVENUE AND }
EXPENSES DETAILED IN EXHIBIT A }
_____}

RESOLUTION NO. 2023-

WHEREAS, on January 10, 2023 the Council authorized the execution of the Regional Surface Water Supply Projection Operation Agreement between the City of Turlock and Stanislaus Regional Water Authority (SRWA); and

WHEREAS, the execution of this agreement created Fund 450 "SRWA Operations", a new division within Municipal Services Department; and

WHEREAS, for financial auditing purposes a budget should be adopted by the City Council in accordance with Generally Accepted Accounting Principles (GAAP) for proper accounting of revenue and expenditures;

NOW, THEREFORE, BE IT RESOLVED, that the City of Turlock hereby authorizes the adoption of the City of Turlock Fiscal Year 2022-2023 Fund 450 "SRWA Operations" budget in the amount of \$580,000 in revenue and expenses detailed in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of August, 2023, by the following vote:

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

ATTEST:

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

Fund 450 - SRWA - Operations BUDGET

REVENUE

Department **53 - Surface Water**

Division **550 - Operations**

Account	Account Description	Proposed Budget
37435	SRWA JPA (Fund 950) Reimbursement	580,000
REVENUE TOTALS		580,000

EXPENSE

Department **53 - Surface Water**

Division **550 - Operations**

Labor

41001	Full Time Salaries	230,000
41050	Bilingual Pay	1,000
41051	Confidential Pay	-
41052	Educational Incentive	1,000
41053	Sick Leave Conversion Pay	-
41054	Stand By Wages	-
41055	Vacation Conversion Pay	23,000
41056	Management Leave Conversion	-
41059	Continuous Service Pay	800
41060	Signing Bonus	15,000
41100_001	Overtime Standard	3,000
42002	Medical Dental Plan	35,000
42003	Vision Insurance	4,000
42004	Long Term Disability Insurance	1,700
42005	Life Insurance	600
42006	SUI	3,000
42007	Workers Comp Insurance	7,000
42008	City Liability Insurance	5,000
42009	PERS	42,000
42010	Medicare Tax	5,000
42011	Social Security	-
42012	Retiree Health Insurance	6,000
42013	Deferred Comp	3,000
42014	Deferred Comp In Lieu	3,000
42015	Employee Contrib To Health	-
42016	Employee Contrib To PERS	(22,000)
		367,100

Fund 450 - SRWA - Operations BUDGET

REVENUE

Department **53 - Surface Water**

Division **550 - Operations**

Account	Account Description	Proposed Budget
Supplies and Equipment		
43155	Physicals, Shots & Psychological	1,300
44001_000	Supplies General	74,000
44030_001	Minor Equipment Safety	18,000
44030_002	Minor Equipment Tools	75,000
44090	Office Equipment & Furniture	36,000
45001_000	Telephone General	600
45001_002	Telephone Wireless/Tablet Service Plan	1,000
46031	Gas & Oil	1,000
46032	Vehicle & Small Equipment Maintenance Parts	1,000
47090	Testing & Recruitment	5,000
		212,900
EXPENSE TOTALS		580,000
Fund 450 - SRWA - Operations Totals		
REVENUE TOTALS		580,000
EXPENSE TOTALS		580,000
Fund 450 - SRWA - Operations Totals		-

City Council Staff Report

August 22, 2023



From: Katie Quintero, Development Services Director

Prepared by: Adrienne Werner, Planning Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Finding that Perfect Union has complied in good faith with terms and conditions of the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 088-007-025

2. SYNOPSIS:

In accordance with City of Turlock Ordinance 1263-CS and Turlock Municipal Code Section 9-5-912 the Turlock City Council will review the Development Agreement with Perfect Union regarding the operation of the cannabis retail business located at 2500 N. Golden State Boulevard, Stanislaus County APN 088-007-025. The City Council will review and determine whether or not Perfect Union has complied in good faith with the terms and conditions of the Development Agreement.

3. DISCUSSION OF ISSUE:

BACKGROUND

Perfect Union is located at 2500 N. Golden State Boulevard. The property is zoned Community Commercial which allows cannabis dispensaries with a Conditional Use Permit and Development Agreement.

At the September 5, 2019 meeting the Planning Commission recommended the City Council approve a Development Agreement between the City and Perfect Union to operate a cannabis retail dispensary. The City Council adopted the ordinance approving the Development Agreement at the September 24, 2019 meeting. In accordance with the terms of the Development Agreement, Perfect Union submitted an application for a conditional use permit on October 4, 2019. On March 5, 2020, the Planning Commission granted Conditional Use Permit 2019-07 for Perfect Union to operate a cannabis retail dispensary in the existing 4,625

square foot building at 2500 N. Golden State Boulevard. Perfect Union opened for business on September 18, 2020.

ANNUAL REVIEW

The Turlock Municipal Code §9-5-912 requires the Planning Commission review the development agreement annually and make a recommendation to the City Council as to whether or not the property owner has complied in good faith with the terms and conditions of the agreement.

At the June 1, 2023 the Planning Commission reviewed the Development Agreement for compliance with the terms and conditions of the agreement and recommended the City Council find that Perfect Union has complied in good faith with the terms of the Development Agreement.

The terms and conditions the Planning Commission reviewed are discussed below.

Planning Department

Conditional Use Permit 2019-07 was granted by the Planning Commission on March 5, 2020. In accordance with the CUP the Planning Commission reviewed the project for compliance with conditions of approval established in the CUP. The Planning Commission determined Perfect Union is compliant with the terms and conditions of the CUP. Perfect Union was issued a business license on August 25, 2020 and opened for business on September 18, 2020. Their business license is current and active.

Building and Safety Division

There are no active building code violations and Perfect Union is compliant with the requirements of the Building and Safety Division.

Public Benefit Amount

The annual audits and compliance checks have been completed and Perfect Union is in good standing. The public benefit amount that Perfect Union has deposited is detailed in the table below:

Fiscal Year	Public Benefit Deposit
2020-21	\$212,500.00
2021-22	\$345,000.00
2022-23	\$405,000.00
Total through 7/31/23	\$962,500.00

Police Department

Perfect Union opened for business on September 18, 2020. In the three years they have been operational there have been 13 calls for service (CFS) of which two calls resulted in the officer filing a case. As required by the security plan and the

conditions in the CUP, the security guard with Perfect Union was ensuring that no persons were loitering on the premises. When the individuals would not leave dispatch was called and an arrest made. The other incident was filed by Perfect Union employees because the signs on the fence had been stolen. The individuals were not identified and were not found.

When responding to calls, the location is indexed by where the incident occurred or where the officer should respond to, to contact the victim. If the officer responds to the parking lot for Perfect Union the address and business name will be indexed in the report. If no report was made, the officer did not find probable cause to show a crime occurred. Of the 13 calls for service at Perfect Union's location two resulted in the officer filing a report. No other calls for service have resulted in the filing of a case. Perfect Union is compliant and in good standing with the Police Department's conditions.

4. BASIS FOR RECOMMENDATION:

A. Turlock Municipal Code Section 9-5-912 requires annual review of development agreements. The City Council, upon recommendation of the Planning Commission, shall determine whether or not the property owner, for the period under review, has complied in good faith with the terms and conditions of the agreement.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

If City Council finds that Perfect Union has not acted in good faith with the terms and conditions of the Development Agreement they may terminate the agreement. If the agreement is terminated Perfect Union can no longer operate and is no longer obligated to comply with the terms of the agreement including depositing the public benefit amount as specified in the agreement.

6. STAFF RECOMMENDATION:

At the June 1, 2023 Planning Commission meeting the Commission voted unanimously to recommend the City Council find Perfect Union has complied in good faith with the terms and conditions of the Development Agreement.

7. CITY MANAGER'S COMMENTS:

Recommend finding Perfect Union has complied in good faith with the terms and conditions of the Development Agreement.

8. ENVIRONMENTAL DETERMINATION:

The project is to determine whether or not Perfect Union has complied in good faith

with the terms and conditions of the Development Agreement.

No changes in the existing building or site are anticipated as a result of the project; therefore, the project is categorically exempt pursuant to Section 15301(a) (Existing Facilities) of the CEQA Guidelines.

9. ALTERNATIVES:

A. City Council could determine Perfect Union has not complied in good faith with the terms and conditions of the Development Agreement. If the City Council finds and determines the property owner has not complied in good faith with the terms and conditions of the agreement during the period under review, the City Council shall order the property owner to cure the default within 60 days. If the property owner fails to do so, the City Council may modify or terminate the agreement.

10. ATTACHMENTS:

A. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF THE CITY COUNCIL FINDING }
THAT PERFECT UNION HAS COMPLIED IN GOOD }
FAITH WITH THE TERMS AND CONDITIONS OF }
THE DEVELOPMENT AGREEMENT BETWEEN }
PERFECT UNION AND THE CITY OF TURLOCK }
FOR THE OPERATION OF A CANNABIS RETAIL }
DISPENSARY AT 2500 N. GOLDEN STATE }
BOULEVARD, TURLOCK, CA, COUNTY OF }
STANISLAUS, ASSESSOR'S PARCEL NUMBER }
088-007-025 }

RESOLUTION NO. 2023-XXX

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, in January, 2019, the Bureau of Cannabis Control, the Department of Food and Agriculture and the Department of Public Health issued final regulations for all medicinal and adult-use cannabis businesses allowed under MAUCRSA. The regulations require, among other things, background checks of business owners and employees, a plan of business operation, a security plan and environmental pollution and waste plans; and

WHEREAS, on June 11, 2019, the City adopted Ordinance No. 1255-CS amending the City's cannabis business regulations and establishing a Cannabis Business Pilot Program (the "Pilot Program") to regulate the operation of commercial cannabis businesses within the City; and

WHEREAS, on June 11, 2019, following the adoption of the Pilot Program, the City issued and circulated a request for qualifications ("RFQ"). The purpose of the RFQ was to form the basis for a staff recommendation process of qualified cannabis operators for participation in the Pilot Program. Perfect Union has completed the RFQ requirements; and

WHEREAS, Government Code section 65864 et seq. permits the City to contract with private interests for their mutual benefits in a manner not otherwise available to the contracting parties and such agreements assure property developers that they may proceed with their projects with the assurance that approvals granted by the City will not change during the period of development and the

City is equally assured that public benefit interests will be protected and properly administrated at the time development projects are proposed; and

WHEREAS, on September 24, 2019 the City adopted Ordinance No. 1263-CS approving a Development Agreement by and between the City and Perfect Union to operate a storefront retail dispensary as defined in Turlock Municipal Code Section 5.21 in strict accordance with applicable state and local law, at 2500 N. Golden State Boulevard, Turlock, California, County of Stanislaus Assessor’s Parcel Number 088-007-025 (the “Project”), consistent with the General Plan, as amended; and

WHEREAS, the City Council determined the project is categorically exempt from the provisions of CEQA pursuant to section 15301 [Existing Facilities].

WHEREAS, in accordance with Turlock Municipal Code Section 9-5-912(c) the City Council, upon the recommendation of the Planning Commission, shall determine whether or not the property owner, for the period under review, has complied in good faith with the terms and conditions of the agreement

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that Perfect Union has complied in good faith with the terms and conditions of the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Turlock, CA, County of Stanislaus, Assessor’s Parcel Number 088-007-025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of August, 2023, by the following vote:

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

ATTEST:

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

City Council Staff Report

August 22, 2023



From: Katie Quintero, Development Services Director

Prepared by: Adrienne Werner, Planning Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Finding that Fire House has complied in good faith with terms and conditions of the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 089-015-006.

2. SYNOPSIS:

In accordance with City of Turlock Ordinance 1260-CS and Turlock Municipal Code Section 9-5-912 the Turlock City Council will review the Development Agreement with Fire House regarding the operation of the cannabis retail business located at 1601 W. Main Street, Stanislaus County APN 089-015-006. The City Council will review and determine whether or not Fire House has complied in good faith with the terms and conditions of the Development Agreement.

3. DISCUSSION OF ISSUE:

BACKGROUND

Fire House is located at 1601 W Main Street. The property is zoned Community Commercial which allows cannabis dispensaries with a Conditional Use Permit and Development Agreement.

At the September 19, 2019 meeting the City Council adopted the ordinance approving the Development Agreement between the City of Turlock and Fire House to operate a cannabis retail dispensary. In accordance with the terms of the Development Agreement, Fire House submitted an application for a conditional use permit on November 5, 2019. On March 10, 2020, the City Council granted Conditional Use Permit 2019-08 for Fire House to operate a cannabis retail dispensary in the existing 4,625 square foot building at 1601 W. Main Street. Fire House opened for business on August 7, 2020.

ANNUAL REVIEW

The Turlock Municipal Code §9-5-912 requires the Planning Commission review the development agreement annually and make a recommendation to the City Council as to whether or not the property owner has complied in good faith with the terms and conditions of the agreement.

At the June 1, 2023 the Planning Commission reviewed the Development Agreement for compliance with the terms and conditions of the agreement and made recommendation the City Council find that Fire House has complied in good faith with the terms of the Development Agreement.

The terms and conditions the Planning Commission reviewed are discussed below.

Planning Department

Conditional Use Permit 2019-08 was granted by the Planning Commission on January 16, 2020. The Planning Commission decision was appealed to the City Council. At the March 10, 2020 meeting, the City Council upheld the Planning Commission decision and granted Conditional Use Permit 2019-08 to Fire House for the operation of a cannabis retail dispensary. Fire House was issued a business license on August 5, 2020 and opened for business on August 7, 2020. Their business license is current and active. The Planning Commission found Fire House is compliant with the terms and conditions of the CUP.

Building and Safety Division

There are no active building code violations and Fire House is compliant with the requirements of the Building and Safety Division.

Public Benefit Amount

The annual audits and compliance checks have been completed and Fire House is in good standing. The public benefit amount that Fire House has deposited is detailed in the table below:

Fiscal Year	Public Benefit Deposit
2020-21	\$943,815.11
2021-22	\$909,381.24
2022-23	\$753,340.50
Total through 7/31/23	\$2,606,536.80

Police Department

Fire House opened for business on August 7, 2020. In the three years they have been operational there have been 48 calls for service (CFS) of which six calls resulted in the officer filing a case. One report for auto theft was taken in error.

When responding to calls, the location is indexed by where the incident occurred or where the officer should respond to, to contact the victim. If the officer responds to the parking lot for Fire House the address and business name will be indexed in the report. If no report was made, the officer did not find probable cause to show a crime occurred.

Of the 48 calls for service with Fire House listed as the address, the incidents occurred outside the dispensary in the parking lot (robbery, damage to the building, disturbances, etc.). The officers contacted the involved subjects outside of the business. Firehouse contacted dispatch regarding four of the calls; one for property damage when a person was seen on surveillance cameras throwing a rock and breaking a window; three incidents involving individuals confronting the security guard when asked to leave the premises; and a person trespassing on the property after the business was closed. Two of the incidents resulted in arrest. No other calls for service resulted in filing a case.

Fire House is compliant and in good standing with the Police Department's conditions.

4. BASIS FOR RECOMMENDATION:

A. Turlock Municipal Code Section 9-5-912 requires annual review of development agreements. The City Council, upon recommendation of the Planning Commission, shall determine whether or not the property owner, for the period under review, has complied in good faith with the terms and conditions of the agreement.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

If City Council finds that Fire House has not acted in good faith with the terms and conditions of the Development Agreement they may terminate the agreement. If the agreement is terminated Fire House is no longer allowed to operate or comply with the terms of the agreement including depositing the public benefit amount as specified in the agreement.

6. STAFF RECOMMENDATION:

At the June 1, 2023 Planning Commission meeting the Commission voted unanimously to recommend the City Council find Fire House has complied in good faith with the terms and conditions of the Development Agreement.

7. CITY MANAGER'S COMMENTS:

Recommend finding Fire House has complied in good faith with the terms and conditions of the Development Agreement.

8. ENVIRONMENTAL DETERMINATION:

The project is to determine whether or not Fire House has complied in good faith with the terms and conditions of the Development Agreement.

No changes in the existing building or site are anticipated as a result of the project; therefore, the project is categorically exempt pursuant to Section 15301(a) (Existing Facilities) of the CEQA Guidelines.

9. ALTERNATIVES:

A. City Council could determine Fire House has not complied in good faith with the terms and conditions of the Development Agreement. If the City Council finds and determines the property owner has not complied in good faith with the terms and conditions of the agreement during the period under review, the City Council shall order the property owner to cure the default within 60 days. If the property owner fails to do so, the City Council may modify or terminate the agreement.

10. ATTACHMENTS:

A. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF THE CITY COUNCIL FINDING }
THAT FIRE HOUSE HAS COMPLIED IN GOOD }
FAITH WITH THE TERMS AND CONDITIONS OF }
THE DEVELOPMENT AGREEMENT BETWEEN FIRE }
HOUSE AND THE CITY OF TURLOCK FOR THE }
OPERATION OF A CANNABIS RETAIL }
DISPENSARY AT 1601 W. MAIN STREET, }
TURLOCK, CA, COUNTY OF STANISLAUS, }
ASSESSOR'S PARCEL NUMBER 089-015-006 }

RESOLUTION NO. 2023-XXX

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, in January, 2019, the Bureau of Cannabis Control, the Department of Food and Agriculture and the Department of Public Health issued final regulations for all medicinal and adult-use cannabis businesses allowed under MAUCRSA. The regulations require, among other things, background checks of business owners and employees, a plan of business operation, a security plan and environmental pollution and waste plans; and

WHEREAS, on June 11, 2019, the City adopted Ordinance No. 1255-CS amending the City's cannabis business regulations and establishing a Cannabis Business Pilot Program (the "Pilot Program") to regulate the operation of commercial cannabis businesses within the City; and

WHEREAS, on June 11, 2019, following the adoption of the Pilot Program, the City issued and circulated a request for qualifications ("RFQ"). The purpose of the RFQ was to form the basis for a staff recommendation process of qualified cannabis operators for participation in the Pilot Program. Fire House has completed the RFQ requirements; and

WHEREAS, Government Code section 65864 et seq. permits the City to contract with private interests for their mutual benefits in a manner not otherwise available to the contracting parties and such agreements assure property developers that they may proceed with their projects with the assurance that approvals granted by the City will not change during the period of development and the City is equally assured that public benefit interests will be protected and properly administrated at the

time development projects are proposed; and

WHEREAS, on September 24, 2019 the City adopted Ordinance No. 1260-CS approving a Development Agreement by and between the City and Fire House to operate a storefront retail dispensary as defined in Turlock Municipal Code Section 5.21 in strict accordance with applicable state and local law, at 2500 N. Golden State Boulevard, Turlock, California, County of Stanislaus Assessor’s Parcel Number 088-007-025 (the “Project”), consistent with the General Plan, as amended; and

WHEREAS, the City Council determined the project is categorically exempt from the provisions of CEQA pursuant to section 15301 [Existing Facilities].

WHEREAS, in accordance with Turlock Municipal Code Section 9-5-912(c) the City Council, upon the recommendation of the Planning Commission, shall determine whether or not the property owner, for the period under review, has complied in good faith with the terms and conditions of the agreement

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that Fire House has complied in good faith with the terms and conditions of the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Turlock, CA, County of Stanislaus, Assessor’s Parcel Number 089-015-006.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of August, 2023, by the following vote:

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

ATTEST:

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

City Council Staff Report

August 22, 2023



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 Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (Sacramento, California office) in the amount of \$436,855.00 to be funded by Fund 115 "Measure A – Roads," account number 115-10-115.43366_001 "Design Roads" for Professional Services for the City of Turlock's Roads Initiative Program under City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program - Geer Road (30%)"

2. SYNOPSIS:

This action approves 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 professional services associated with the City of Turlock's Roads Initiative Program under City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program - Geer Road (30%)."

3. DISCUSSION OF ISSUE:

The Master Agreement, between Mark Thomas & Company, Inc. (Mark Thomas) and the City of Turlock, stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of the Master Agreement.

Staff is proposing the rehabilitation of Geer Road corridor from N. Golden State Blvd. to Taylor Road. Portions of this corridor are within assessment district boundaries and maintained through specific assessments; however, the entire corridor will be evaluated and an overall Pavement Condition Index (PCI) for various roadway segments along this corridor are shown in the following table (Geer Road is the east/west divider for crossing streets; however, crossing streets are called out as shown in StreetSaver database):

Geer Road	From	To	PCI	Length (ft)	District
Northbound (N/B)	N. Golden State Blvd.	Lincoln Ave.	93	266.00	1
Southbound (S/B)	N. Golden State Blvd.	Lincoln Ave.	93	266.0	1
N/B	Lincoln Ave.	W. Canal Dr.	0	331.00	1
S/B	Lincoln Ave.	W. Canal Dr.	90	331.00	1
N/B	W. Canal Dr.	Wayside Dr.	3	1,401.00	1
S/B	W. Canal Dr.	Wayside Dr.	38	1,401.00	1 & 4
N/B	Wayside Dr.	W. Hawkeye Ave.	14	1,112.00	1
S/B	Wayside Dr.	W. Hawkeye Ave.	34	1,112.00	4
N/B	W. Hawkeye Ave.	Pedras Rd.	6	1,342.00	1
S/B	W. Hawkeye Ave.	Pedras Rd.	34	1,342.00	4
N/B	Pedras Rd.	E. Tuolumne Rd.	20	1,348.00	1
S/B	Pedras Rd.	E. Tuolumne Rd.	21	1,348.00	4
	E. Tuolumne Rd.	W. Minnesota Ave.	11	643.00	3
	W. Minnesota Ave.	Regis St.	16	1,092.00	3
	Regis St.	E. Monte Vista Ave.	21	938.00	3
	E. Monte Vista Ave.	Calaveras Wy.	60	1,000.00	3
	Calaveras Wy.	E. Christoffersen Pkwy.	89	1,683.00	3
	E. Christoffersen Pkwy.	W. Springer Dr.	80	1,342.00	3
	W. Springer Dr.	W. Taylor Rd.	89	1,447.00	3
TOTAL LENGTH (FT)				13,945.00	

Mark Thomas's scope of services, up to the 30% stage of design development, includes, in general, pavement cores and soil sampling, pavement design, LiDAR processing, supplemental field survey, boundary surveys for monument preservation and right of way verification, utility coordination, driveway access management, evaluation of General Plan and Active Transportation Plan (ATP) requirements, funding applications, development of 30% Plans, public outreach, and Council presentations. Environmental clearance is anticipated to be a categorical exemption under California Environmental Quality Act (CEQA). In the event that the City is successful in securing State and/or Federal funding for the project, scope for the final design phase will include environmental clearance

under National Environmental Policy Act (NEPA) guidelines for categorical exclusion.

Proposed Amendment No. 2 for Task Order No. 2 provides for the scope of services, associated fees, and schedule for rehabilitation of Geer Road corridor up to the 30% stage of design development. After a public outreach meeting and a presentation to the City Council, scope of services, associated fees, and schedule for the final design development will be developed and brought back to the City Council for consideration.

4. BASIS FOR RECOMMENDATION:

- A. The proposed Amendment is essential to ensuring that adequate resources are available for advancing the design and future construction of Roads Program CIP projects.
- B. Professional services contracts that exceed \$100,000 are approved at the discretion of the City Council.
- C. This action is consistent with Council's stated goal of utilizing Measure A revenues to expedite road repair projects.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed actions will be \$436,855.00 which will be funded by Fund 115 "Measure A – Roads", account number 115-10-115.43366_001 "Design Roads."

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommends approval.

8. ENVIRONMENTAL DETERMINATION:

Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines exempts projects that involve negligible or no expansion of use of the existing facility. This Amendment provides design work for existing streets and related facilities.

9. ALTERNATIVES:

- A. Council could choose not to approve Amendment No. 2 to the Master Agreement with Mark Thomas & Company, Inc. Staff does not recommend

this alternative it will delay the process of design and construction of Roads Program CIP projects.

- B. Provide staff with direction on how to proceed.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement (City Contract No. 2023-109) with Mark Thomas & Company
 - a. Exhibit C

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AMENDMENT }
 NO. 2 FOR TASK ORDER NO. 2 UNDER THE }
 TERMS OF THE MASTER AGREEMENT WITH }
 MARK THOMAS & COMPANY, INC. }
 (SACRAMENTO, CALIFORNIA OFFICE), IN }
 THE AMOUNT OF \$436,855.00 TO BE FUNDED }
 BY FUND 115 “MEASURE A – ROADS,” }
 ACCOUNT NUMBER 115-10-115.43366_001 }
 “DESIGN ROADS” FOR PROFESSIONAL }
 SERVICES FOR THE CITY OF TURLOCK’S }
 ROADS INITIATIVE PROGRAM UNDER CITY }
 PROJECT NO. 23-052 “MARK THOMAS TASK }
 ORDER NO. 2 FOR ROADS PROGRAM - GEER }
 ROAD (30%)” }

RESOLUTION NO. 2023-

WHEREAS, on April 25, 2023, the City Council approved a Master Agreement (Agreement) between the City of Turlock and Mark Thomas & Company, Inc. for engineering design services (City Contract No. 2023-109) to assist City with Design Services for Roads Program CIP Projects; and

WHEREAS, the Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement; and

WHEREAS, Amendment No. 2 for Task Order No. 2 provides the scope of services, associated fees, and schedule for Geer Road corridor, from N. Golden State Blvd. to Taylor Road, under City Project No. 23-052 “Mark Thomas Task Order No. 2 for Roads Program – Geer Road (30%)”; and

WHEREAS, the cost of engineering design services for City Project No. 23-052 is estimated to be \$436,855.00; and

WHEREAS, funding is available from Fund 115 “Measure A – Roads”, account number 115-10-115.43366_001 “Design Roads” for costs associated with City Project No. 23-052.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (Sacramento, California office) in the amount of \$436,855.00 to be funded by Fund 115 “Measure A – Roads,” account number 115-10-115.43366_001 “Design Roads” for Professional Services for the City of Turlock’s Roads Initiative Program under City Project No. 23-052 “Mark Thomas Task Order No. 2 for Roads Program – Geer Road (30%).”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of August, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**AMENDMENT NO. 2 FOR TASK ORDER NO. 2
Under the Terms of the
MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
MARK THOMAS & COMPANY, INC.
for
ENGINEERING DESIGN SERVICES (City Contract No. 2023-109)**

City Project No. 23-052

THIS AMENDMENT NO. 2 for Task Order No. 2 under the terms of City Contract No. 2023-109 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and MARK THOMAS & COMPANY, INC., a California corporation ("Professional"), on this ____ day of _____ 2023 (the "Effective Date of Task Order No. 2"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 2.

WHEREAS, the Parties hereto previously entered into a Master Agreement (City Contract No. 2023-109) dated April 25, 2023, for engineering design services to assist City with Design Services for Roads Program Capital Improvement Program (CIP) Projects ("Agreement"); and

WHEREAS, the Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, Amendment No. 2 for Task Order No. 2 provides the scope of services, associated fees, and schedule for a specific project under City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program – Geer Road (30%)."

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

1. **Exhibit C**, attached hereto and incorporated herein by reference, is hereby added to the Agreement.
2. Recital C of the Agreement is amended to read as follows:

C. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibits A, B, and C** attached hereto and incorporated

herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

3. Recital D of the Agreement is amended to read as follows:

D. The Parties anticipate that one or more projects for Services shall be determined through creation of a Task Order as a City-requested modification of services under Section 5.2 of this Agreement which shall be approved by written amendment to this Agreement. The Parties shall outline the schedule or timeline for providing the Services agreed upon under each Task Order (“Completion Schedule”), which shall be included in one or more written amendments to this Agreement. Such Completion Schedule is included in **Exhibit C** for Task Order No. 2.

4. Recital E of the Agreement is amended to read as follows:

E. The Parties shall outline the rates and method of payment to Professional for its performance of the Services under this Agreement as determined under each Task Order (“Compensation Schedule”), which shall be included in one or more written amendments to this Agreement. Such Compensation Schedule is included in **Exhibit C** for Task Order No. 2.

5. Section 5 of the Agreement is amended to read as follows:

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

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

6. Section 6 of the Agreement is amended to read as follows:

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H1 of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H1. City’s total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement. The

compensation for Amendment No. 2 shall not exceed Four-Hundred-Thirty-Six Thousand Eight-Hundred-Fifty-Five Dollars and Zero Cents (\$436,855.00) for Task Order No. 2 ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

- 7. All other terms and conditions of the Agreement shall remain in full force and effect for the Term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

MARK THOMAS & COMPANY, INC., a California corporation

By: _____
Ed Noriega, Associate Principal

Date _____

CITY

City of Turlock, a California municipal corporation

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Erik Schulze, Public Works Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk



MARK THOMAS

August 7, 2023

**Fred Pezeshk
City of Turlock**

156 South Broadway, Suite 150
Turlock, CA 95380

RE: Geer Road Pavement Rehabilitation – Golden State Blvd to Taylor Road

Dear Mr. Pezeshk:

Thank you for the opportunity to assist the City deliver the Geer Road Pavement Rehabilitation/Reconstruction (Golden State Blvd to Taylor Road). **We are very much interested and highly motivated to deliver this project successfully for the City.**

The following pages is our proposal to that includes our statement of qualifications that demonstrates our team's experience and expertise on the following requested items:

- ✓ General Plan and Active Transportation Plan Implementation
- ✓ Access Management
- ✓ Right of Way Acquisition
- ✓ CEQA/NEPA Environmental Clearance
- ✓ Public Meetings and City Council Presentations
- ✓ Preliminary and Final Design
- ✓ Grant Application Success

It also contains our proposed scope of work that gets the project to a 30% level design; so the City can make decisions on how to deliver the project.

Please let me know if you have any questions or clarifications.

Sincerely,

MARK THOMAS

Ed Noriega
Division Manager + Associate Principal



PROJECT UNDERSTANDING

Through the City of Turlock (City) Roads Program Capital Improvement Program (CIP), the City plans to evaluate Geer Road (from N. Golden State Blvd to Taylor Road) for rehabilitation. The following are the main items that the City would like to consider:

- Over the length of Geer Road, several pavement rehabilitation methods may be needed based on the conditions of the specific roadway conditions. The project would also include updating curb ramps to comply with current the American Disability Act (ADA) standards.
- In addition to pavement rehabilitation, it is intended to fill in missing sidewalks; restripe the corridor; manage access for driveways; and evaluate median requirements to be consistent with the City's Active Transportation Plan (ATP) and General Plan (GP) requirements; and if not feasible, propose alternatives and solutions to consider. The existing right of way will be retraced to check if acquisitions are needed to accommodate the proposed construction.
- Geer Road is a local roadway on the National Highway System which means we will investigate how Surface Transportation Assistance Act (STAA) size trucks would be affected by the project improvements.
- Currently, the project is planned to be constructed with local funds and the City intends to construct the project in Fiscal Year (FY) 25/26. The City would like explore securing grants for the project.
- Due to the commercial/retail nature of the corridor, driveway access during construction activities will need to be addressed.
- The City would like to prepare a 30% design level plan to present to the public before moving forward with Final Design.

Mark Thomas understands the City's goal and timetable for delivering the project. Using the high-definition LiDAR scan the City has already performed and acquired, Mark Thomas will translate and extract surface and planimetric information required to construct the project from the point cloud and develop a PS&E package for the project. Where additional information is needed to reconstruct curb ramps, supplemental topo will be obtained.

The City has already conducted a preliminary assessment of their roadway network. This information will be used as a baseline for identifying relative levels of reconstruction required to improve the pavement condition of the street. Additionally, Crawford and Associates (Crawford) will obtain coring samples and conduct laboratory testing to see if thicker pavement sections are required to adequately rehabilitate the pavement. They will also evaluate and identify if there are opportunities to utilize Full Depth Reclamation

(FDR) as pavement reconstruction method. FDR will reduce the amount of excavation required to reconstruct these roads and typically will see an improvement in overall product for similar or even reduced cost compared to traditional construction methods. Where FDR may not be as beneficial is if there is a large presence of underground and shallow utilities within the project. If existing utilities are too shallow, it may not be possible to run the FDR equipment over the top of the pavement within this area. This will need to be evaluated in design.

This project is Class 2 Replacement or Reconstruction project and would be Categorically Exempt under CEQA. The City will prepare the CEQA CE for the project. If the City is successful in securing Federal funds, NEPA compliance would be needed. Additional scope will be needed in the next phase of work to assist the City coordinate NEPA compliance with Caltrans.

Mark Thomas recommends submitting a grant application for State Local Partnership Program (LPP), Federal Active Transportation Program (ATP), Surface Transportation Block Grant (STBG), and for Congestion Mitigation and Air Quality (CMAQ) funds. Call for projects from the California Transportation Commission (CTC) for sources are expected in Q1 and Q2 of 2024; selected projects would be announced in December 2024. Funds would be programmed for FY 25/26; so bidding for construction would need to occur between July 1, 2025 to June 30, 2026 for LPP funds and October 1, 2025 to September 30, 2026 for ATP, STBG, and CMAQ funds.

The City Local Match obligation to the associated grants are as follows:

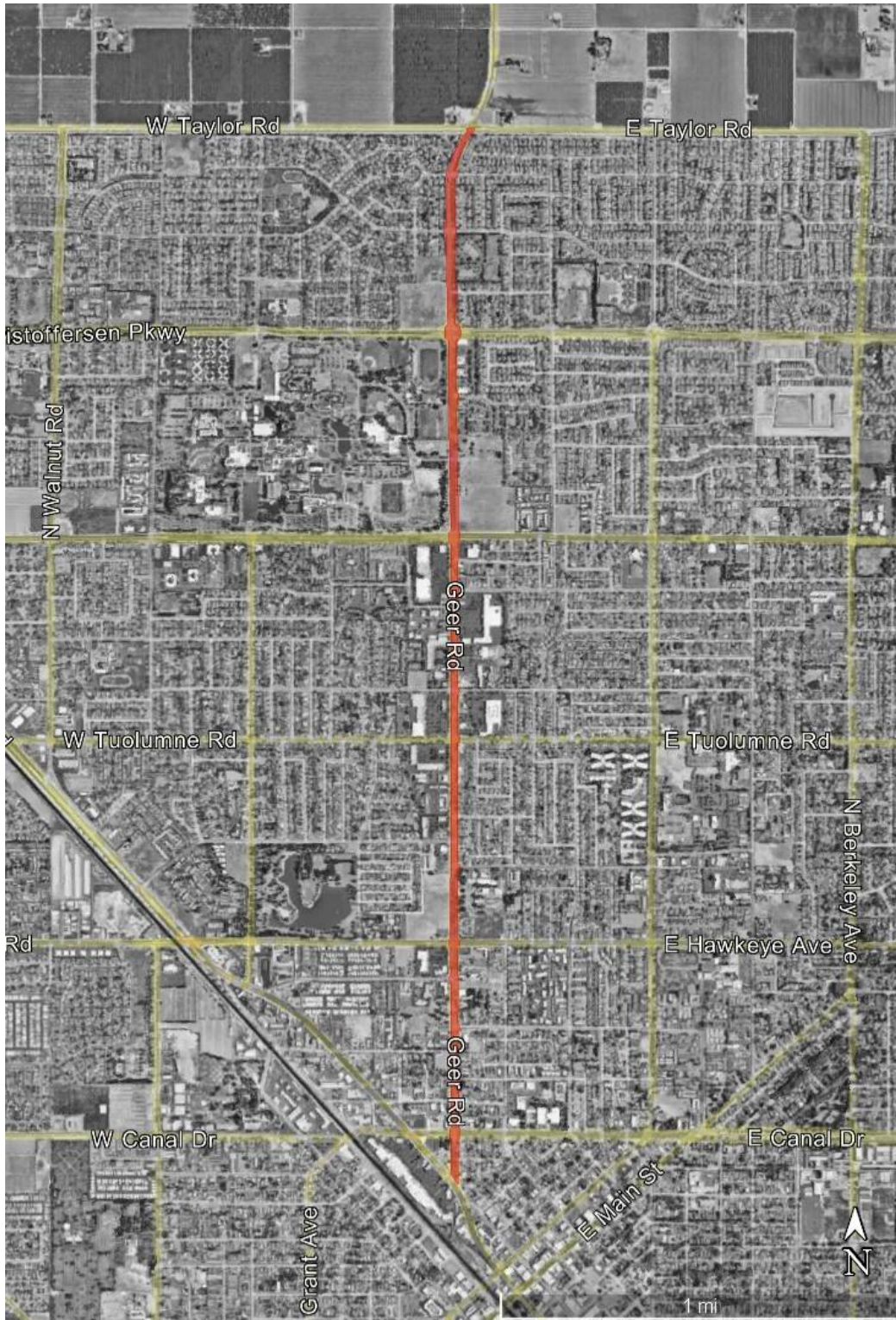
- 50% local match for LPP
- 0% local match for ATP
- 11.47% local match for STBG and CMAQ

The following the scope gets the project through preliminary engineering (30% design level), public outreach, and grant applications. Results of the grant applications may require environmental services not currently included in the scope.

The City may decide to deliver the project in segments. Mark Thomas will provide the City timelines of project delivery based on findings from the 30% design level of the segment(s) selected.

After City selection of the pavement rehabilitation strategy and results of the grant applications, the Mark Thomas team will submit a scope and fee for future Final Design services and potentially additional environmental services.

VICINITY MAP



SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Task 1.1. Project Management

Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources, in accordance with the contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders, including preparing contract paperwork, memos, letters and e-mail, making phone calls and maintaining project files. This activity commences with receiving the Notice to Proceed, continues through submittal of the final key project deliverables, and concludes when the project is advertised for construction.

Task 1.2. Meetings

The project will involve various meetings to keep the project "on-track". This work includes preparation of the meeting agenda in consultation with the City's Project Manager, arrangement of meeting participants, and preparation and distribution of approved meeting minutes, including recap of actions to be taken prior to the next meeting.

Task 1.2.1. Project Development Team Meetings

The Project Development Team (PDT) will include the design team, City staff and consultants, and key stakeholders. We will begin with a project kickoff meeting to ensure mutual understanding of the intended purposes, objectives, milestones, and deliverables of the project. At the project kickoff meeting, Mark Thomas will distribute a master Critical Path Method (CPM) schedule as a draft for review by the PDT. The draft CPM schedule will then be updated using comments received from the PDT. In addition, the CPM schedule will be updated at major project milestones and will be prepared using Microsoft Project software. Thereafter, PDT meetings will generally be held centered on or near key project milestones.

This scope assumes a total of 10 PDT meetings.

Task 1.2.2. Council Meetings

Based on our experience, our proposed work-plan includes attendance and preparation of presentation materials for two (2) City council meetings.

Task 1.3. Agency and Stakeholder Coordination

This task will include ongoing agency coordination, including coordination with the City and other project stakeholders.

Task 1.4. Funding Assistance/Grant Applications

Mark Thomas will prepare two (2) grant funding applications for the City. It is anticipated at this time that the grant applications will include one (1) Local Partnership Program (LPP) application and one (1) Active Transportation Program (ATP) application. Mark Thomas will prepare grant narrative responses and supporting graphics and maps. We will develop letter of support templates and coordinate with stakeholders to obtain signed letters. We will also prepare a California Benefit/Cost Analysis model using the Caltrans-developed MS Excel tool.

Task 1.5. Public Outreach

Port City (PCMS), a subconsultant to Mark Thomas, recommends a program for public outreach that incorporates these primary activities: stakeholder identification and development of a database, and public meetings. They will prepare reports of public outreach and involvement activities that will include careful, detailed summary reports of preparations for and implementation of the public meetings and listings of community concerns and issues.

IDENTIFICATION OF STAKEHOLDERS

PCMS will work with the City of Turlock PIO and the Project Team to identify a geographic area of interest to the project. PCMS will research and develop a stakeholder database, which will be updated throughout the project with names from the public meeting sign-ins; information from the project team; and from telephone, e-mail and personal contacts. Below is a list of stakeholders that PCMS will develop:

- City of Turlock elected officials, and other pertinent elected and appointed officials.
- Pertinent City staff
- Residents and property owners nearby
- Businesses and other establishments
- Turlock Unified School District (TUSD)
- Transit providers
- Groups representing businesses, agriculture, and trucking
- Civic, community, and environmental groups
- Emergency responders
- Utilities
- Other pertinent local, state and federal agencies and stakeholders

The stakeholder database will include recent Assessor rolls of property owners, will be updated regularly or as additions and/or changes occur; and will include notations of stakeholder activity/involvement.

PUBLIC MEETINGS

In total four (4) public meetings will be held: one public meeting after the 30% schematic concept for the corridor; and as a future scope, three additional public meetings (one for each of the three PS&E packages) will be proposed following the 60% design. All meetings will be held at a facility near the project and will be designed to provide information to the community about the positive aspects of the project and to solicit feedback.

PCMS will schedule the public meeting; make all site arrangements; compose, design, and issue meeting notices to the stakeholder database; prepare and place advertising in local media; and prepare and send news releases to mainstream and alternative news media, after obtaining prior approval of the City and the project team manager.

PCMS will also prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; facilitate meeting proceedings; assist with preparing exhibits to illustrate concepts and plan elements; provide refreshments; provide Spanish-language translation; and record public comments/assist with appropriate responses.

Preparation for each public meeting includes a “dry run” with the City and its Project Team. The dry run will review the format and information that will be presented at the public meetings.

Task 1.6. Quality Assurance/Quality Control

The Mark Thomas Quality Control (QC) plan consists of established procedures for performing the work, including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of regularly scheduled plan reviews, design checklists, and methods of project documentation.

- The Mark Thomas Quality Assurance (QA) Manager will perform an independent review of the project plans and specifications at each submittal for conformance with the Mark Thomas QC Plan and the City’s standards of excellence.
- Designers will use a “review stamp” for each round of changes which will track who commented on the plans, who checked the drafting, and when the final product was reviewed again by the design engineer.

TASK 1 DELIVERABLES

- Meeting Agenda and Minutes

- CPM Schedule
- Grant Applications (2)
- Stakeholder Database
- Public Information Meeting Notices (first-class mailed notices, news releases, advertising)
- Public Information Meeting Supplies (agendas, comment sheets, sign-in sheets, a frequently asked questions document, signage, exhibits, meeting facilitation, records of public comments and responses, meeting summaries, refreshments, and reports)

TASK 2. PRELIMINARY ENGINEERING

Task 2.1. Project Data Gathering/Site Visit

Mark Thomas will obtain available as-built and record information from the City, including maintenance records, roadway as-builts, right-of-way records, and other pertinent information. Any available survey data and site mapping will also be acquired and reviewed. This information will be the basis for initial mapping.

A preliminary field review will be conducted to review the project site. The project team will review and document existing conditions, geometrics, alignment, and any noticeable utility concerns (overhead utility lines, water and gas lines).

Task 2.2. LiDAR Translation/Extraction/Base Mapping

Mark Thomas will translate the project from the City's LiDAR point cloud and extract point cloud information to produce topographic surface and planimetric data which will include roadway, sidewalks, curb & gutter, striping, and above ground surface visible utilities for the following segments. Mark Thomas will deliver a Civil 3D CAD drawing (2022 or newer).

Task 2.2.1. LiDAR Translation

Using BAAM.Tech software, Mark Thomas will translate project limits from the City's point cloud to known horizontal and vertical datum. This task includes field and office work that ties up to 20 landmark points between LiDAR point cloud and field. Translated points will include at a minimum one (1) base control point (horizontal and vertical) for the project.

Task 2.2.2. LiDAR Extraction

Mark Thomas will extract point cloud information for Geer Road from N. Golden State Blvd to Taylor Road.

Task 2.2.3. Task 2.2.3 LiDAR Miscellaneous

Mark Thomas will review available LiDAR information for future projects as requested by the City. This task budgeted the review of 20,000 linear feet of streets. Mark Thomas will report to the City

the availability of data requested. Extraction and translation of data reviewed will be submitted as a separate proposal within a future task order.

Task 2.3. Supplemental Topographic Survey

NorthStar Engineering Group, Inc. (NSE) will perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the project. We will set horizontal and vertical control points for project mapping in accordance with City horizontal and vertical control requirements. The horizontal and vertical will be based on the previously establish points utilized for the LiDAR surveys. NSE will establish additional control as necessary to collect the topographic features.

All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California.

In the event the LiDAR data has missing information, field verification will be needed. NSE will perform supplemental detailed field surveys of the existing roadway corridor, physical improvements, visible utilities, and drainage features obscured from the LiDAR surveys as necessary for the project design. Conventional surveys will be performed to supplement and to survey tie-in points to ensure an accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with City requirements for the preparation of documents and maps.

The supplemental design surveys include:

- Existing pavement and utilities located within the project limits.
- Existing pavement profile.
- Existing ground elevations.
- Drainage features, as necessary, within the project limits.
- Physical improvements located within the project limits.
- Visible utilities located within the project limits.
- Wet utility inverts where accessible.
- Limits of curb returns at existing road crossings and intersections.
- Lines of occupation including fences, structures, and apparent encroachments.
- Utility paint marks painted by USA.
- Geotechnical boring locations.

The survey data will be downloaded, and points provided for the topographic surveys and provided to Client for updating into the existing LiDAR topographic survey drawing. Protection and perpetuation of monuments will be included in the final design (future) scope.

Task 2.4. Record Data Search

NSE will perform research of relevant land and survey records at the County to locate available survey and land ownership records including parcel maps, subdivision maps, records of survey, corner records, and County surveys required for analysis, determination, and delineation of the existing land net; the scope assumes the retracement for ten (10) parcels along the corridor to verify existing right-of-way for sidewalk installation. Research will be limited to public information. NSE will acquire preliminary title reports for each of the ten (10) properties.

Task 2.5. Geotechnical

Crawford will perform the following scope of services to help with the development of pavement rehabilitation strategies taking into consideration the current thickness of the existing pavement section, desired traffic index and design life, presence of utilities and driveways, cost, and schedule. Crawford will obtain a City of Turlock encroachment permit for our fieldwork within the public right-of-way core locations, and schedule traffic control as needed.

Task 2.5.1. Pavement Condition Assessment

The portion of Geer Road from E. Taylor Avenue to about E. Monte Vista Avenue appears to be in relatively good condition and was sealed in 2016, however the shrinkage cracks have reflected through the seal. The cracks appear to mainly be related to shrinkage cracking and failure areas were not initially observed.

South of E. Monte Vista Avenue the pavement is in moderate to moderately poor condition with areas that are in good condition and appear to have been improved more recently (like near the E. Hawkeye Avenue intersection, within the left northbound lane near Tuolumne Road, and south of E. Canal Drive). This segment of Geer Road shows signs of more severe block cracking that has transitioned into alligator cracking (indicating base and subgrade failure). The failures appear mainly within the wheel paths and around utility trenches and manholes. It does appear that some delamination of the previous overlay is occurring, perhaps due to improper tack coating.

In general, Geer Road north of E. Monte Vista appears to be a good candidate for a slurry seal (perhaps with rubber to better resist reflective cracking) but upon pavement coring the existing traffic index will be compared to the design traffic index. Geer Road south of E. Monte Vista Avenue appears to be a good candidate for mill and overlay with dig outs where base and subgrade failures have occurred, provided that the existing section is thick enough to generally meet the traffic index/loading. Portions of Geer Road (from roughly 350' south of W. Springer Drive to Taylor Road,

and the northbound lanes of Geer Road from roughly 500' south of Fullerton Drive to E. Christoffersen Parkway) are within an assessment district. These areas will be studied with the project; but funding source for improvements will be decided later in the design phase.

Crawford will walk the alignment noting the condition of the pavement, including general notes about transverse and longitudinal cracking, rutting, and failure areas (alligator cracking). Crawford will note (on an aerial map or provided plan) the location and general size of the failure locations and provide this information to the design team for cost estimating purposes of dig out/repair locations.

Task 2.5.2. Pavement Coring & R Value Testing

To measure the existing structural pavement sections (HMA and AB), Crawford will perform pavement cores across all lanes of Geer Road at intervals of about 1,000 linear feet (up to 30 total cores). An Engineer/Geologist will direct the coring and sampling. At each core location, Crawford will use a diamond tipped core bit 4 to 6 inches in diameter to core through the existing pavement. The existing pavement sections (HMA and AB) will be measured, and subgrade samples will be retrieved for R-value testing.

Native sampling may fluctuate depending on soil conditions encountered at the time of work. Not all material may be suitable for testing (such as hard pan or backfill material). Crawford will provide appropriate testing for design purposes based on what it is encountered in the field.

Cores will be backfilled with sand and topped with dyed black quick setting concrete to match existing road. Hot mix asphalt patching is not included in our scope of services since the road is anticipated to be rehabilitated soon. We will work with the City of Turlock encroachment permit department on the traffic control requirements; however, we expect traffic control to consist of road work ahead signs, lane shifts, and lane closures without flaggers.

Samples of the subgrade soil will be tested to determine the R Value for our pavement rehabilitation design.

Task 2.5.3. Engineering Analysis

Following the results of our fieldwork and R-value testing, Crawford will perform engineering analyses to determine the following:

- Current traffic index based on the results of the cores, assigned gravel factors for the in place materials, and thickness of the existing pavement section.
- New pavement section thicknesses based on the desired traffic index (provided by Mark Thomas) for comparison purposes only.
- Various pavement rehabilitation options for Geer Road including mill and overlay, slurry seal, full depth reclamation, including dig outs with full depth HMA. These options will consider

the design traffic index and a reduced traffic index for comparisons by the City and the Design Team (typically comparing 10 and 20 year design).

Task 2.5.4. Pavement Design Report

Crawford will prepare a report containing:

- Project description and scope of services;
- Historical geotechnical and maintenance information (if available);
- Subgrade soil conditions;
- Pavement condition;
- Results of our pavement coring, presence of overlays and fabric, and current traffic index;
- R-value test results;
- New pavement section recommendations for comparison purposes based on the traffic index provided by the Design Team;
- Rehabilitation options including mill and overlay with dig outs, slurry seal, full depth reclamation, and full depth HMA section for both the desired traffic index and a reduced design life. The rehabilitation options will likely be broken out along similar segments of Geer Road.
- Vicinity map, site plan, dig out map(s), core logs, and core photos.

Under this task, Crawford will update the PCI of the roadway segments designed by Mark Thomas for this task order. Crawford will update the PCI's within the City's Streetsaver.

Task 2.6. Environmental

At this time, the project is funded locally and is Categorically Exempt. The City will be responsible for filing the exemption. In the event that the City is successful securing Federal funds for construction, as a future task, Mark Thomas will submit to the City the scope and fee needed to secure a NEPA Categorical Exclusion.

Task 2.7. Utility Coordination

Mark Thomas will provide utility coordination services which will be conducted in general conformance with Caltrans' Local Assistance and Utility Relocation Manuals. It is assumed that this project will not have any utility relocations but if it is necessary the Mark Thomas team will follow the Utility A-B-C process:

- **Utility "A" Letter** - A USA list is generated that shows all possible utility companies located within the project limits. A letter is sent to the respective utility company informing them about the project and asking them for as-built mapping and liability claims within the project area.
- **Utility Kick-Off Meeting** - Once 30% design is complete, a utility kick-off meeting is held with the utility companies to discuss project impacts. At the meeting, a preferred approach is recommended to the utility companies and a consensus is reached regarding various items

including clear recovery zone requirements, overhang easements and vertical clearance requirements over underground utilities.

- **Utility "B" Letter** – As future phase, "B" Letter is issued to the utility companies with 60% plans that show utility impacts. If required, the utility companies are instructed to begin relocation plans at this time. Frequent follow ups with utility companies are required from this point forward.
- **Utility "C" Letter (Notice to Owner)** – For this project, it is assumed that utility relocation are not required. In a future phase, the notice to owner letter informs the company the anticipated construction schedule.

As part of conducting utility mapping, Mark Thomas will determine horizontal location of existing utilities and prepare a list of those utilities which have a potential for physical conflicts with proposed improvements. If additional effort is required to relocate utilities, Mark Thomas will submit a request for additional scope and authorization prior to proceeding.

Task 2.8. 30% Schematic Concept

Mark Thomas will prepare a strip map exhibit which shows the proposed work for review and comment by the City. The exhibit will show the proposed pavement strategy, limits of curb and gutter reconstruction, locations of curb ramp and driveway reconstructions, locations for sidewalk gap closures and signage and striping. Designs will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City's current design standards. This submittal will also include a preliminary construction cost estimate for the work proposed along the whole corridor.

TASK 2 DELIVERABLES

- Civil 3D CAD Surface (2015 or newer)
- Civil 3D CAD Planimetrics Base Map Drawing (2015 or newer)
- Draft Pavement Design Report
- Final Pavement Design Report
- Draft CE Document (electronic version)
- Final CE Document (electronic version)
- Utility A Letters
- 30% Schematic Concept

ASSUMPTIONS

This scope of work has been prepared using the following assumptions:

- This scope is only for 30% design level plans.
- AutoCAD Civil 3D 2022 will be used to produce the contract plans for this project.
- City of Turlock will accommodate no cost encroachment permits.

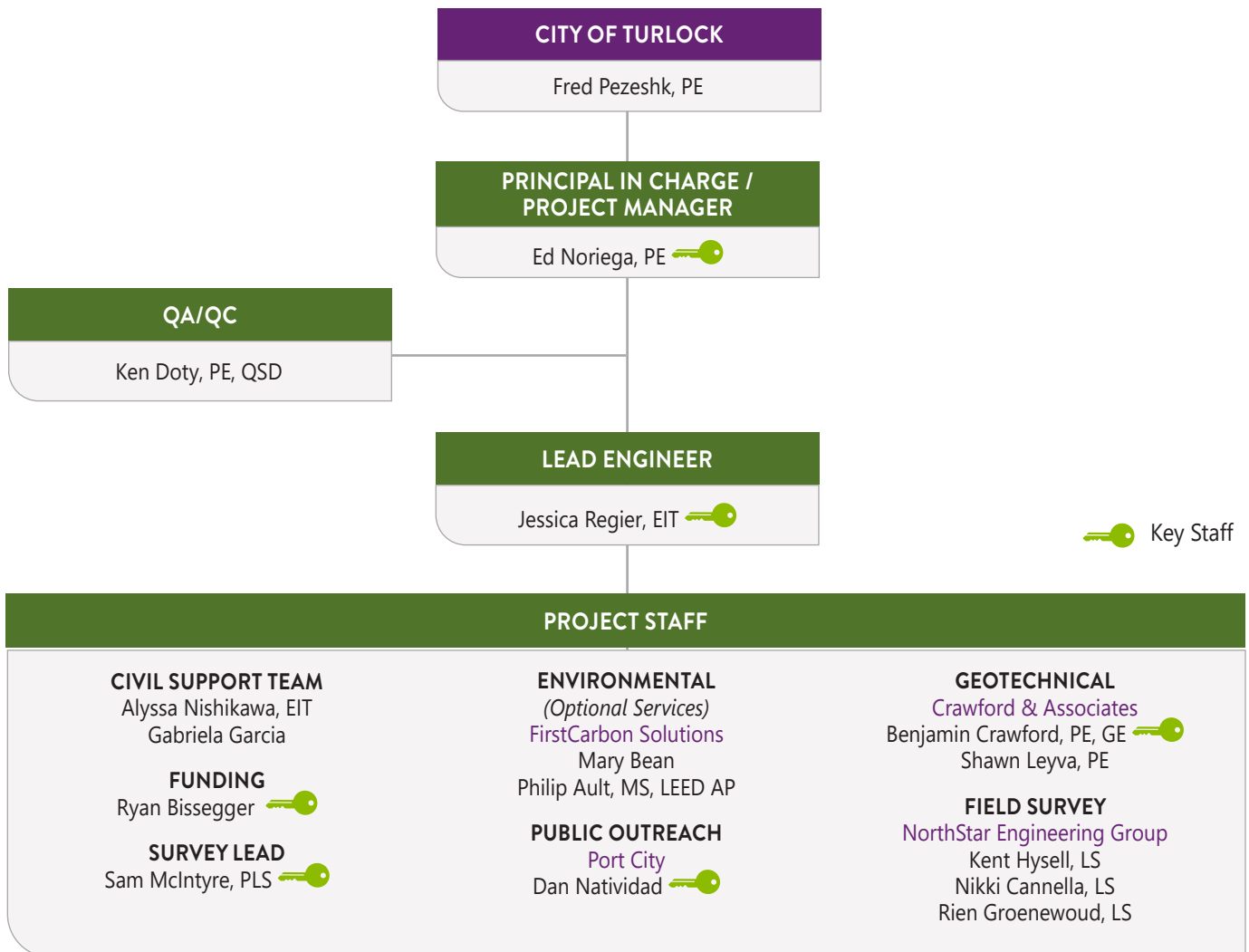
- Utility potholing is not included in this scope of work.
- The scope assumes receipt of all approved conceptual plans, project-related information, base maps, photographs, and previous environmental documentation at the start of the project.
- The City will provide any maintenance and improvement documents for Geer Road, if available. This should include any as-built information for utilities (i.e. storm drain, sewer, water, etc.).

RESPONSIBLE PERSONNEL

Our in-house team offers extensive resources and experience in transportation planning/design, urban design/streetscape, corridor studies, structures, and surveys in order to provide the City an in-depth understanding of best design practices.

Organization Chart

We have selected a team of highly qualified firms and individuals that have experience working on similar projects. Mark Thomas understands the importance of assembling a team who will be available to support the City through the duration of this project. When assigning the members of this team, we took a close look at our staff’s current commitments to ensure that each team member is dedicated and available to meet the City’s project needs.



Key Staff

KEY STAFF





ED NORIEGA, PE

PROJECT MANAGER

EDUCATION

BS in Civil Engineering, University of Toledo, Ohio, 1994

REGISTRATION

CA PE C61555

Ed has 27 years of experience in municipal and transportation engineering. Ed manages the design effort from our Fresno office. He has served as a project manager and project engineer on many projects including bridges, local roadway and streetscape improvements, highway interchanges and railroad grade separations. Ed has experience in all aspects of project development from inception (PSR), to approval (PA/ED), through to design (PS&E).

REPRESENTATIVE PROJECTS

CROWS LANDING CORRIDOR IMPROVEMENTS, MODESTO

Project manager responsible for PS&E services to construct median curb, curb gutter and sidewalk, and various other roadway improvements along a 1-mile stretch of Crows Landing Road. The project area contains a five-lane arterial corridor that has grown to accommodate businesses and serves as access to residential communities. This mixture of land use generates a large amount of non-motorized transportation, including biking and walking, that are commonly seen along the corridor.

GOLDEN STATE CORRIDOR IMPROVEMENTS, FRESNO

Project manager overseeing the design and leading coordination efforts for improvements to 12.9 miles of Golden State Boulevard. The goals of the project are to revitalize and improve the corridor and stimulate economic development. The project includes reconfiguring medians, turn pockets, improvements to at-grade UPRR crossings, and intersection modifications to improve traffic safety and operations, as well as extensive pavement rehabilitation. The project also includes the addition of active transportation elements including Class I path, Class II bike lanes, Class IV bikeways, and other innovative treatments. The project includes extensive coordination with the cities of Fowler, Selma, and Kingsburg; FresnoCOG; Fresno County; UPRR; and utilities.

CMAQ INTERSECTION IMPROVEMENTS, CERES

Project manager responsible for delivery of PS&E documents and environmental clearance for this intersection signalization and roadway widening project that is CMAQ-funded. The project also required replacement of the Crows Landing Road bridge over the

Turlock Irrigation District with a culvert. The existing intersection is all-way stop controlled with high traffic congestion during peak hours. The intersection also has high truck volumes, resulting in pavement distress at the intersections. The general scope of improvements include roadway widening, intersection modification, pavement rehabilitation, utility coordination and relocation, right-of-way acquisition, public outreach, and Caltrans Local Assistance coordination.

CMAQ INTERSECTION IMPROVEMENTS, STANISLAUS COUNTY

Project manager responsible for PS&E documents, right-of-way acquisition, utility relocations, and public outreach for four intersection signalization projects funded by CMAQ funds. Improvements associated with the intersections include the replacement of an existing irrigation culvert, modification of an existing at-grade railroad crossing, and installation of turn pockets to decrease peak hour traffic. Responsibilities include geometric design, subconsultant coordination, right-of-way acquisition, and coordination with CPUC and BNSF.

SEVENTH STREET BRIDGE OVER TUOLUMNE RIVER REPLACEMENT PROJECT, MODESTO

Project manager for preparation of PS&E documents to replace the existing Seventh Street bridge that was built in 1916 in Stanislaus County. Project improvements will include safety improvements for motorists, pedestrians, and bicyclists, curb ramps, raised center median/refuge, street lighting, and roadway resurfacing. With the modifications of the intersections, there were numerous drainage improvements that were implemented into the project including drainage inlets, pipes, and a drainage basin.



JESSICA REGIER, EIT

CIVIL LEAD

EDUCATION

BS in Civil Engineering, California State University, Fresno, 2015

REGISTRATION

CA EIT 155004

Jessica has 9 years of experience in transportation engineering. She provides assistance on a variety of local roadway and highway improvement projects, providing geometric design, drainage design, hydraulics, hydrology, grading, ADA compliance, and collision data analysis. Her technical skills include the use of design software such as AutoCAD Civil 3D, AutoCAD, MicroStation, Hydraflow, and HEC-RAS.

REPRESENTATIVE PROJECTS

CROWS LANDING CORRIDOR IMPROVEMENTS, STANISLAUS COUNTY

Design engineer responsible for PS&E services to construct median curb, curb gutter and sidewalk, and various other roadway improvements along a 1-mile stretch of Crows Landing Road. The project area contains a five-lane arterial corridor that has grown to accommodate businesses and serves as access to residential communities. This mixture of land use generates a large amount of nonmotorized transportation, including biking and walking, that are commonly seen along the corridor.

GOLDEN STATE CORRIDOR IMPROVEMENTS, FRESNO COUNTY

Design engineer responsible for the design and coordination efforts for improvements to 12.9 miles of Golden State Boulevard. The goals of the project are to revitalize and improve the corridor and stimulate economic development. The project includes reconfiguring medians, turn pockets, improvements to at-grade UPRR crossings, and intersection modifications to improve traffic safety and operations, as well as extensive pavement rehabilitation. The project also includes the addition of active transportation elements including Class I path, Class II bike lanes, Class IV bikeways, and other innovative treatments. The project includes extensive coordination with the cities of Fowler, Selma, and Kingsburg; FresnoCOG; Fresno County; UPRR; and utilities.

SR 99/VETERANS BOULEVARD INTERCHANGE AND GRADE SEPARATION, FRESNO

Design engineer for this multi-agency, multi-discipline \$110 million transportation project. Responsible for overseeing the preparation of plans, specifications, and estimate for this 2.5-mile roadway, new interchange and railroad grade

separated crossing. Responsible for assistance with project elements including design, right of way acquisition, and utility relocation. Coordinated with the City, UPRR, CAHSR, CPUC, Caltrans, and utility companies.

GRANGER NEIGHBORHOOD PAVEMENT REHABILITATION PROJECT, MODESTO

Design engineer for PS&E documents for the City of Modesto to rehabilitate 2.7 miles of pavement within the area between Tully Road and McHenry Avenue (State Route 108). Other improvements that have been identified along the corridor include signage and striping, ramp ADA compliance upgrades, and the installation of vehicle detection upgrades at the intersection of Granger and College Avenue. A total of 79 curb ramps have been identified within the project limits as non-compliant, needing to be reconstructed/rehabilitated.

NEES AVENUE OVERLAY FROM FIRST TO MILLBROOK, FRESNO

Design engineer responsible for the design and construction documents necessary to accomplish the City's improvements to Nees Avenue. The City is planning on reconstructing and widening west-bound Nees Avenue and converting it from one-lane to two-lane in order to improve traffic operations, improve drainage, and reduce vehicle delays and congestion along the corridor. The improvements will include the rehabilitation of the existing asphalt pavement along the west bound lane the installation of curb, gutter, curb returns, and sidewalk; street lighting along the north side of Nees Avenue; and modifications to traffic signal components and appurtenances at the intersection of Nees Avenue and Minnewawa Avenue.



SAM MCINTYRE, PLS

SURVEY LEAD

EDUCATION

BS in Geomatics Engineering, California State University, Fresno, 2014

REGISTRATION

CA PLS 9313

Sam has 14 years of experience as a survey manager, project surveyor, survey technician and field crew member. He has experience in topographic and control surveys, the preparation of legal descriptions and plats for right-of-way and easement acquisitions, as well as the preparation of field staking notes. Sam has prepared and delivered several Records of Surveys, and Corner Records for municipalities and government agencies across the state. He has assisted in the completion of GPS and conventional control surveys in support of aerial topographic mapping, boundary and construction work. He has experience in field surveys which include topographic, control, and construction staking.

REPRESENTATIVE PROJECTS

ON-CALL SURVEYING SERVICES, SACRAMENTO

Project surveyor for construction staking services for the Land Park Water Main Replacement Project. The project consisted of staking approximately 44,500 linear feet of water main, 200 tees, bends, blow offs, connection points and 80 fire hydrants. Also ran the Memorial Auditorium survey under the on-call. This required survey of the block and the building for improvements to allow for the Sacramento Community Theatre performances to shift to the Auditorium during construction.

GOLDEN STATE CORRIDOR IMPROVEMENTS, FRESNO

Survey manager surveyor responsible for topographic surveys, retracement mapping, and preparing plats and descriptions for the project. High-definition mobile LiDAR scanning supplemented with field surveys was utilized to provide design level topographic surveys for final design for this 13-mile corridor.

NORTH STOCKTON RAILROAD GRADE SEPARATIONS AND BRIDGE REPLACEMENTS PS&E, STOCKTON

Surveyor assisted in the preparation and review of new easements and right-of-way dedications to the City of Stockton for four railroad grade separation crossings over UPRR and two bridge replacements in the North Stockton area.

ROSEVILLE PARKWAY EXTENSION, ROSEVILLE

Surveyor providing surveying services for the preparation of environmental studies, preliminary and final engineering for the Roseville Parkway Extension. The extension will be a new four lane bridge over Industrial Avenue and the Union

Pacific Railroad with associated road segments to connect existing Roseville Parkway between Foothills Boulevard and Washington Boulevard. Additional tasks will include utility coordination, construction plans, PS&E, bid documents, and construction support.

ON-SYSTEM ROAD REHABILITATION, PARADISE

Survey manager for monument preservation and field surveying services. Due to the ongoing recovery effort and debris removal operations within the Town of Paradise and Butte County, Paradise's roadway infrastructure has sustained heavy damage in the wake of the Camp Fire. Responsible for existing right-of-way delineation for road rehabilitation, design level topographic mapping, and identifying potential exiting monuments in danger of being disturbed or destroyed during construction.

CROWS LANDING CORRIDOR IMPROVEMENTS, MODESTO

Survey manager responsible for topographic surveys, retracement mapping, and preparing plats and descriptions for the project. High-definition mobile LiDAR scanning supplemented with field surveys was utilized to provide design level topographic surveys for final design for this 1.5-mile pavement rehabilitation project.



RYAN BISSEGGER

FUNDING LEAD

EDUCATION

Training in Funding and Programming Transportation Projects in CA, UC Berkeley Technology Transfer, 2018

BA in International Business, Westminster College, 2004

Ryan has 18 years of experience in the engineering industry. He has held various roles including technical editor, proposal writer, and business development. Ryan has become Mark Thomas' funding expert. He is very knowledgeable of federal and state funding sources including the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and the new Senate Bill (SB 1) programs. He tracks the programs and is knowledgeable of call for project schedules. He has provided funding recommendations to agencies to pursue in order to implement improvements. Ryan has experience developing and reviewing grant applications. His understanding of the funding programs and experience developing proposals has been leveraged in the preparation of competitive grants.

REPRESENTATIVE PROJECTS

AS NEEDED SUPPORT SERVICES, PARADISE

Task order manager responsible for preparation of four ATP Cycle 5 grant applications. The projects are for the addition of Class I paths and sidewalk gap closures on significant corridors in the Town. Grant writing and funding efforts leveraged the FWHA-funded pavement rehabilitation efforts for the Camp Fire recovery. Responsibilities included reviewing and editing narratives to highlight wildfire recovery efforts, preparation of funding plans, and review of concept plans and estimates.

ON-CALL GRANT WRITING, SACRAMENTO

Project manager for on-call grant writing support for Sacramento County Department of Transportation. Contract has included the preparation of one SACOG Community Design, two SACOG Regional Program, one SB-1 LPP, and one ATP application. Responsibilities included leading the development of the LPP and ATP application narratives, graphic exhibits, and Cal B/C model and coordinating with Stakeholders. Also provided peer review for the three SACOG grant applications.

HSIP CYCLE 10 GRANT WRITING, STOCKTON

Project manager for the preparation of two HSIP Cycle 10 grant applications. Projects included the addition of pedestrian hybrid beacons (HAWKs) throughout South Stockton to enhance pedestrian safety and mobility and guardrail set-aside to replace damaged guardrail locations throughout the jurisdiction. Responsibilities included review of grant narratives, letters of support, graphics and exhibits, and plans and estimates.

BROADWAY COMPLETE STREET IMPROVEMENTS, SACRAMENTO

Lead grant writer for the ATP Cycle 4 application for the second phase of this road diet and bicycle/pedestrian project. The project will reduce the roadway from four to three lanes, install Class II buffered bike lanes, crosswalks, and ADA compliant curb ramps. Responsibilities included leading the preparation of the narrative and coordinating with third party agencies for documentation.

PIONEER ROAD WIDENING PROJECT - PHASE 1, LOS BANOS

Project funding and financing lead for this regionally significant complete street project to widen Pioneer Road. The project will provide an approximately 6.5 mile four-lane divided arterial roadway with a Class I regional path and have seven signalized intersections, including two with SR 152 and one with SR 165. In addition to design, services also include evaluating funding sources, preparing grant applications, preparing funding allocation packages, and coordination with MCAG, Caltrans, and the CTC. Responsibilities include developing a funding/financing plan, preparing ATP Cycle 5 grant, and preparing LPP Formula funding allocations and Request for Authorization for federal funds.



Benjamin D. Crawford, PE, GE

Principal Geotechnical Engineer



Ben Crawford is the Founder and President of Crawford & Associates, Inc. He has managed complex projects throughout Northern California, including bridges, roadways, pavement rehabilitation, and transportation projects. Ben's experience includes providing geotechnical recommendations for water, wastewater, storm drainage, and pipeline projects, including associated ancillary structures, foundations, and pavement/flatwork. Ben specializes in pavement rehabilitation projects and has stayed involved in the development and implementation of alternative pavement rehabilitation strategies.

EDUCATION

B.S. Civil Engineering,
California Polytechnic State
University, San Luis Obispo,
2002

REGISTRATIONS

Civil Engineer, CA C68457
Geotechnical Engineer, CA
GE2861

ORGANIZATIONS

- Geoprofessional Business Association
- American Public Works Association
- Modesto Engineers Club
- American Council of Engineering Companies
- County Engineers Association of California

EXPERIENCE

At Crawford: 9 years
Total: 19 years

LOCATION

Sacramento, CA

AVAILABILITY

45%

REPRESENTATIVE PROJECTS

RSTP Phase J and Phase K Projects, Stanislaus County, CA

Crawford provided pavement rehabilitation services for five Stanislaus County Road segments that have significantly deteriorated. County roads are difficult to address due to the lack of aggregate base and variability in asphalt concrete thickness and quality. Crawford performed pavement coring and sampling, laboratory testing, and analysis. Pavement recommendations for the road segments included full replacement, cold in-place recycling, and Full Depth Reclamation.

Santa Fe Avenue and Geer Road Intersection Project, Stanislaus County, CA

The project includes roadway widening along Geer Road and Santa Fe Avenue. Proposed improvements for the project include a new traffic signal at the intersection; new pavement sections and/or pavement rehabilitation, and above ground utility realignments. Crawford prepared a Pavement Design Report for the project, which included a review of existing site geology and soil survey data. Crawford completed pavement cores and borings to evaluate existing pavement sections and subgrade soils. Based on the analysis, Crawford provided pavement recommendations, including new and recycled HMA overlay options; Full Depth Recycle; and remove and replace structural pavement sections. Provided grading and earthwork recommendations and Infiltration Test Data. Crawford also completed environmental engineering services to include an Initial Site Assessment.

Old Harlan Road and Harlan Road Pavement Rehabilitation, Lathrop, CA

Completed a Pavement Design Memo to provide rehabilitation options for two roadway segments. Performed pavement coring and subsurface soil sampling, R-value testing, and Full Depth Reclamation mix design and calculations. The Memo presented Full Depth Reclamation and construction recommendations.

Claribel Road at Roselle Avenue Intersection Project, Stanislaus County, CA

The purpose of the project is to increase the safety, operational conditions and improve air quality and will likely include improvements, including a traffic signal at the intersection, expand county right-of-way along each approach and dedicated turns lanes, new pavement sections and pavement rehabilitation, above ground utility realignments, and storm drainage improvements. Ben was the Principal Geotechnical Engineer for the project and prepared a Geotechnical Design Report, which included analyzing subsurface and surface conditions by collecting soil and subgrade samples for laboratory testing; and determined the condition of existing pavement by walking the roadway segments. Provided pavement recommendations, which included overlay options, full depth recycle recommendations, and new pavement sections for areas that required removal and replacement of asphalt. Also determined infiltration rates and soil corrosivity and provided recommendations for grading and earthwork.

Granger Neighborhood Pavement Rehabilitation Project, Modesto, CA

Principal Geotechnical Engineer in charge of a Draft Pavement Memo to present the results of pavement coring and R-value testing. The project includes pavement rehabilitation, new signage, replacement striping, ADA upgrades, improved storm drainage, and traffic modifications. Crawford cored the pavement at 28 locations along 10 streets in the Granger Neighborhood to measure the existing asphalt concrete and aggregate base section thicknesses, collected subgrade samples for R-value testing, and provided core results. The City of Modesto will be utilizing our core results to develop pavement section recommendations.



YEARS OF EXPERIENCE
15+

EDUCATION

- ◆ B.S., Physiology, University of California, Davis
- ◆ M.B.A., University of the Pacific

AVAILABILITY
30%

Dan Natividad, Owner & Project Manager

Dan Natividad has extensive experience in marketing, corporate strategy, and public relations with expertise in marketing plan development & execution, digital marketing, public communications, and outreach. At Port City Marketing, Dan manages transportation and public sector projects and has collaborated with Judith Buethe Communications on numerous transportation, construction, and community outreach projects. Prior to Port City, Dan worked at Blue Shield of California, as the Strategist for Integrated Marketing and Client Experience, responsible for launching Blue Shield's successful Health Exchange Product. Dan also worked at Health Plan of San Joaquin, responsible for new business development including Medi-Cal outreach and new product development.

Project Experience

Public Outreach and Public Participation Programs

- ◆ **State Route 120/Union Road Interchange Improvement Project (Caltrans, City of Manteca)** - Development and implementation of public information and outreach programs, organized public meetings, assist with direct mail campaigns, advertising, media relations, cross-cultural communications, stakeholder identification, email and telephone Hotlines.
- ◆ **Hickman Road over Tuolumne River Bridge (Stanislaus County)** - Development and implementation of public information and outreach programs, organized public meetings, assist with direct mail campaigns, advertising, media relations, cross-cultural communications, stakeholder identification, email and telephone Hotlines.
- ◆ **5 Mile Slough/5 Mile Creek (City of Stockton)** - Development and implementation of public information and outreach programs, organized public meetings, assist with direct mail campaigns, advertising, media relations, cross-cultural communications, stakeholder identification, website, email and telephone Hotlines.
- ◆ **Thornton Road Widening Project Public Relations (City of Stockton)** - Pre-construction communications and public event management for road-widening project. Assist Judith Buethe Communications with all aspects of public relations including event management, informational mailings, and reporting and worked closely with print media and other production companies to ensure a successful campaign.

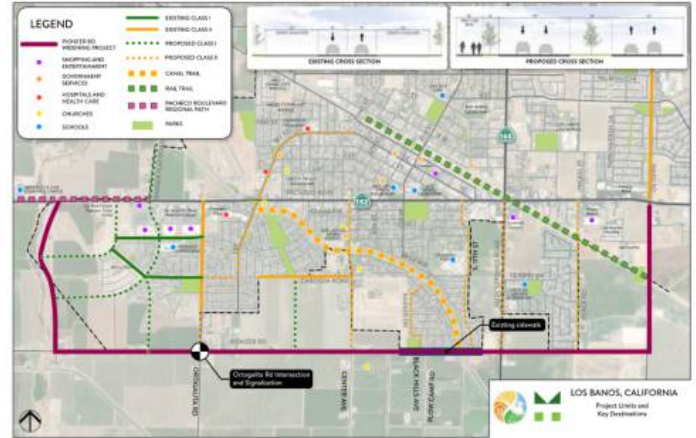
OUTLINE OF SIMILAR PROJECTS

PIONEER ROAD WIDENING PROJECT – PSR AND PA-ED

LOS BANOS

Mark Thomas is providing engineering and management services for this multi-phase project. This 6.5-mile roadway project improves the City’s connectivity and operations for multi-modes of transportation across Los Banos. It is a regionally significant complete street project that converts Pioneer Road to a four-lane divided roadway with Class II bike lanes and a Class II multi-use trail.

- General Plan and Active Transportation Plan Implementation
- Right of Way Acquisition
- CEQA/NEPA Clearance
- Public Meetings and City Council Presentations
- Preliminary and Final Design

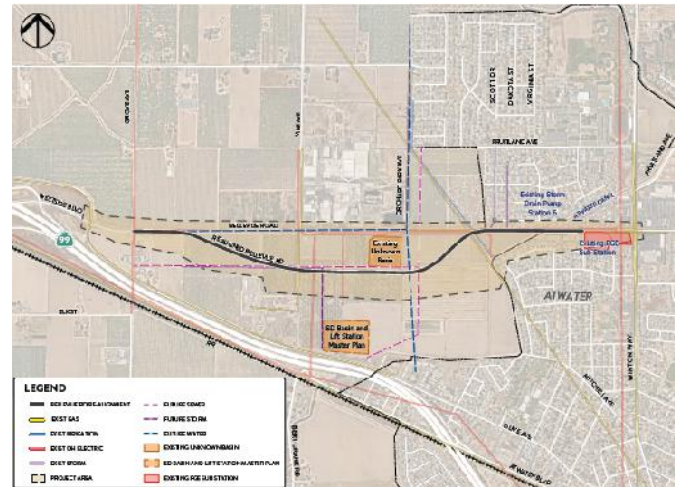


BELLEVUE ROAD REALIGNMENT – PSR

ATWATER

Mark Thomas is developing a Project Study Report (PSR) for a 2-mile roadway realignment that improves operations and connectivity for the City of Atwater. To make right of way acquisition progress smoothly, Mark Thomas has coordinate the project with adjacent parcels including Dole International.

- General Plan and Active Transportation Plan Implementation
- Access Management
- Right of Way Acquisition Estimates
- CEQA/NEPA Scoping
- Preliminary Design



SR 99/VETERANS BLVD INTERCHANGE AND GRADE SEPARATION

FRESNO

This multi-phase project delivers a new connection to State Route 99 that accommodates full access for development in northwest Fresno. Mark Thomas designed and managed the environmental and design phases of the project. Extensive public outreach was required for right of way acquisition and utility coordination. Multi-agency coordination (Caltrans, HSR, County, FID, and MFCD) was required for timely approvals.

- General Plan Implementation and Transportation Plan Implementation
- Right of Way Acquisition
- CEQA/NEPA Clearance
- Public Meetings
- Preliminary and Final Design

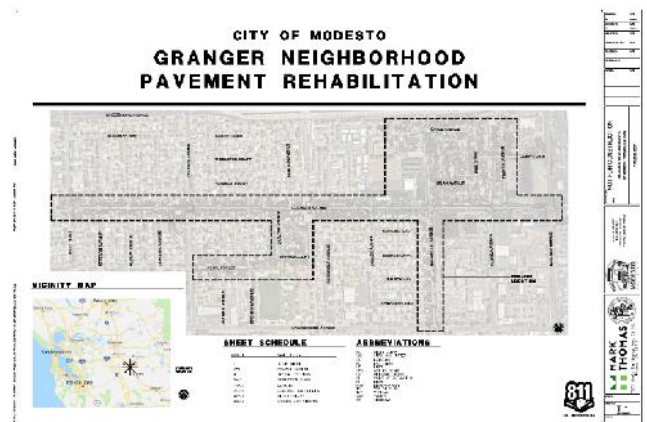


GRANGER NEIGHBORHOOD PAVEMENT REHABILITATION

MODESTO

Locally funded project that rehabilitated neighborhood pavement in central Modesto. Mark Thomas explored and presented to the City pavement rehabilitation options. Pavement rehabilitation options varied from grind and overlay to full depth recycling. Access to driveways were accommodated by requiring the contractor advance coordination with property owners and only allowing the driveway construction in halves.

- Access Management
- Preliminary and Final Design

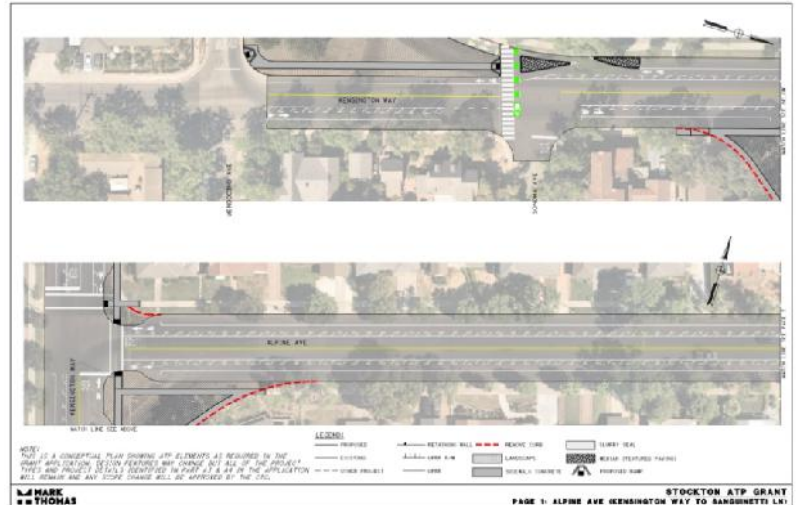


ALPINE PERSHING MENDOCINO BICYCLE-PEDESTRIAN CONNECTIVITY ATP GRANT APPLICATION

STOCKTON

Mark Thomas prepared the grant application that secured \$7.4 million in environmental planning, final design, and construction funds for a 1.7-mile corridor with Class II buffered bike lanes and Class IV protected bikeways. Our services included updating roadway geometry and cost estimates, and advising the agency on required right of way certification costs. Grant narratives were prepared with a focus on low-income communities, mobility needs, community engagement history, and housing. Mark Thomas also prepared project maps, and exhibits, coordinated with the Conservation Corps, and obtained letters of support from key stakeholders.

- Grant Application
- Preliminary Design
- Right of Way



LIMONITE GAP CLOSURE LPP GRANT APPLICATION

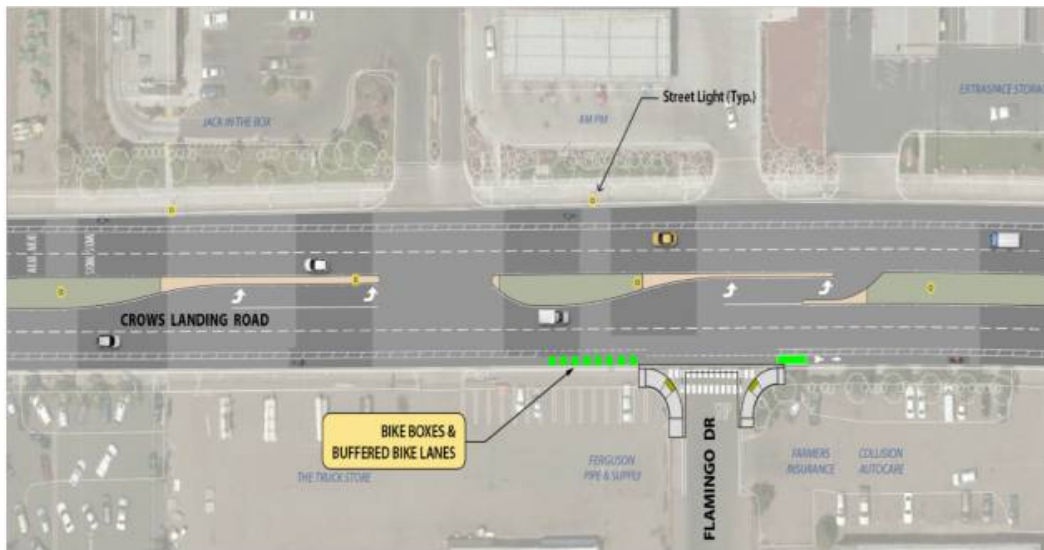
EASTVALE

Mark Thomas prepared the grant application that secured \$9.4 million for construction funds for multi-use trail system with grade separated crossings from a roadway and creek throughout the cities of Chino and Eastvale. Mark Thomas is providing environmental clearance and design services to implement the Cities' General and Active Transportation Plans. Extensive coordination with stakeholders was performed to gather letters of support for the project.

- General Plan Implementation
- Active Transportation Plan Implementation
- CEQA Clearance
- Public Meetings
- Preliminary and Final Design
- Grant Application



PROJECT PROFILES



CROWS LANDING CORRIDOR IMPROVEMENTS

STANISLAUS COUNTY

Mark Thomas provided civil engineering services for improvements along Crows Landing Road from Hatch Avenue to Whitmore Avenue. Crows Landing Road is an arterial roadway in Stanislaus County that connects the cities of Ceres, Modesto, Patterson and the community of Crows Landing. The project area contains a five-lane arterial corridor that has grown to accommodate businesses and serves as access to residential communities. This mixture of land use generates a large amount of nonmotorized transportation, including biking and walking, that are commonly seen along the corridor.

This HSIP funded, 1.25-mile project enhanced the corridor to make it bicyclist and pedestrian friendly. The project includes several safety improvements such as installation of flashing beacons at crosswalks, curb ramps, raised center median/refuge, street lighting, buffered bike lanes, and signal modifications at select intersections. For this high-volume roadway, mobile high-definition LiDAR scanning was used to survey the corridor. Mark Thomas explored and presented several pavement rehabilitation methods to the County to help select the most appropriate solution to improve the pavement. To ensure access to businesses, Mark Thomas provide instructions within the project specification that limited driveway closure and allowed the public to continue to access during business hours. Mark Thomas presented at two community meetings and several business stakeholder meetings to help the community understand the project improvements.

Key Staff:

Ed Noriega – Project Manager

Jessica Regier – Project Engineer

Ben Crawford (Crawford & Associates) - Geotechnical

Client Contact:

Chris Brady, Deputy Director Stanislaus County

(209) 525-4184

bradyc@stancounty.com



GOLDEN STATE CORRIDOR ECONOMIC DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS

FRESNO COUNTY

Mark Thomas is responsible for the managing and designing of capital improvements along 13 miles of Golden State Boulevard in Fresno County. The project, funded through Fresno County’s Measure C and the Local Partnership Program, aims to improve traffic safety and stimulate local economic development along this stretch of the former SR 99. The project includes bicycle and pedestrian improvements, extensive pavement rehabilitation, installation of landscaped median, and improvements to at-grade UPRR crossings. Mark Thomas presented at several public meetings and City Council meetings to keep the community informed.

Constructing continuous bicycle and pedestrian facilities is a major component of the project. Buffered Class II bike lanes consistent with the region’s active transportation plan are included with the project. As a cost-saving alternative to conventional survey methods, final PS&E survey data was collected using mobile LIDAR scanning along the entire corridor. Access for businesses along the corridor was accommodated with the pavement rehabilitation strategy selected and ensured with project specifications that allowed access during business hours.

Key Staff:

Ed Noriega – Project Manager
Jessica Regier – Project Engineer
Sam McIntyre – Project Surveyor
Ryan Bissegger – LPP Funding Assistance
Ben Crawford (Crawford & Associates) – Geotechnical

Client Contact:

Mohammad Alimi, Division Manager
(559) 600-4505
malimi@fresnocountyca.gov



KETTLEMAN CITY SAFE ROUTES TO SCHOOL - SR2S AND SRTS

KINGS COUNTY

Kettleman City Elementary School is located west of SR 41 in the southern portion of the Kettleman City residential district. Several local, two-lane roadways serve as means of access to the school. Students walked to school on the roadway due to the absence of sidewalks. To encourage a safer environment for pedestrian travel, the project proposes constructing curb, gutter, and sidewalks in compliance with ADA and county standards.

Mark Thomas provided engineering services and assistance with environmental clearance to deliver PS&E for improvements to this local roadway. Because project improvements are required outside the County's right-of-way, Permission to Enter and Construct Letters were prepared for the County, providing rights to transition project improvements onto the adjacent parcels. Additionally, this project was viewed as a safety improvement project with Caltrans, making it exempt from CEQA and NEPA requirements. Mark Thomas worked with FirstCarbon Solutions to gain approval on the Categorical Exclusion to satisfy NEPA requirements and the Categorical Exception to satisfy CEQA requirements.

Since the project was funded by both the State Safe Routes to School (SR2S) and the Federal Safe Routes to School (SRTS) programs, Mark Thomas assisted the County in preparing the documents to meet federal funding objectives. Additionally, Mark Thomas assisted the County in coordinating with Caltrans Local Assistance to meet state and federal funding goals and took the lead in coordinating with the Caltrans Encroachment Permit Department, Caltrans Environmental Department, Division of the State Architect, Kettleman City Community Services District (KCCSD), and several utility companies requiring relocations. Mark Thomas also worked with the county to provide public outreach services, gaining valuable input from the community on the project improvements.

Mark Thomas presented the project at two community meetings to keep the public informed.

Key Staff:

Ed Noriega – Project Manager

Jessica Regier – Design Engineer

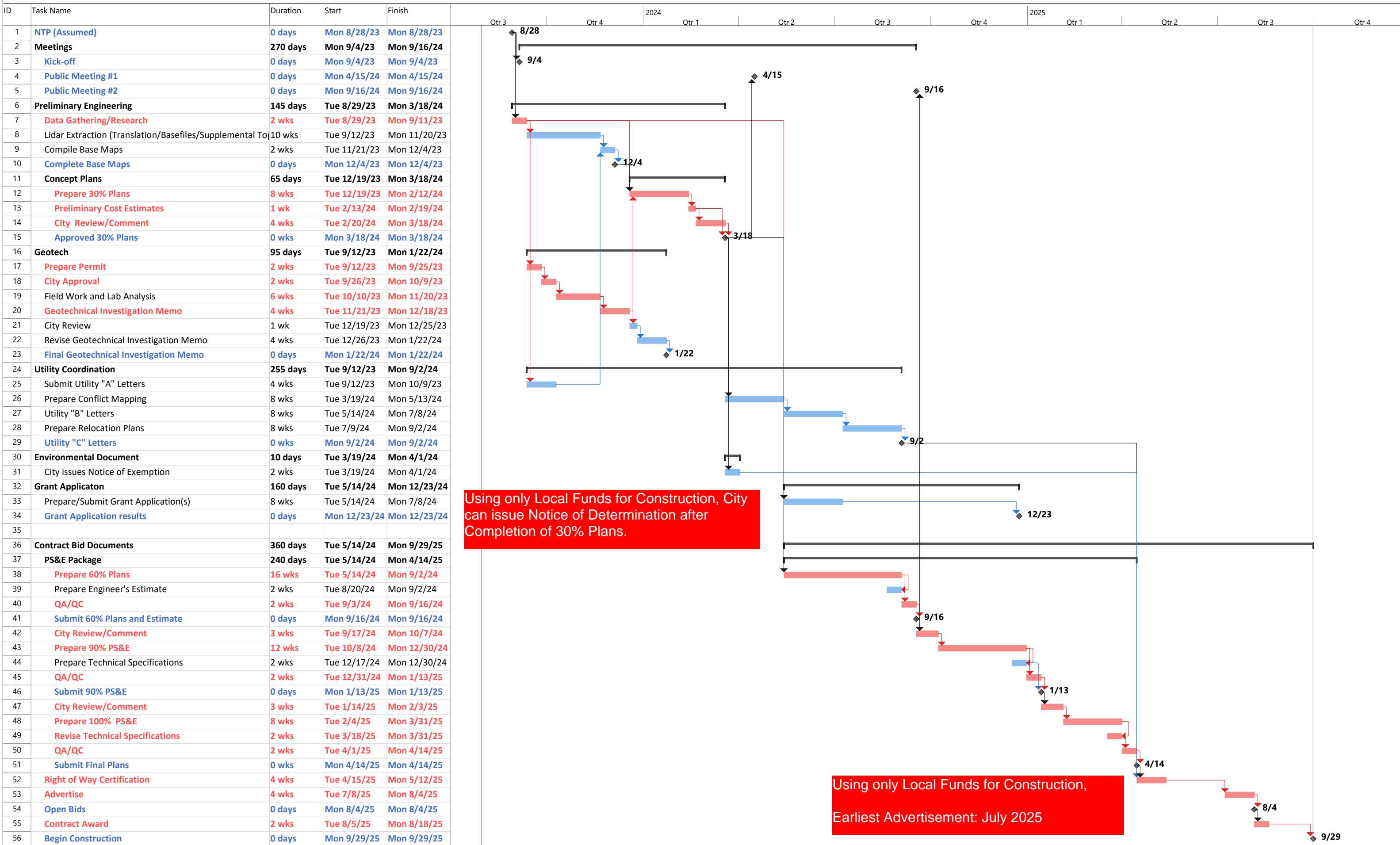
Sam McIntyre – Project Surveyor

Client Contact:

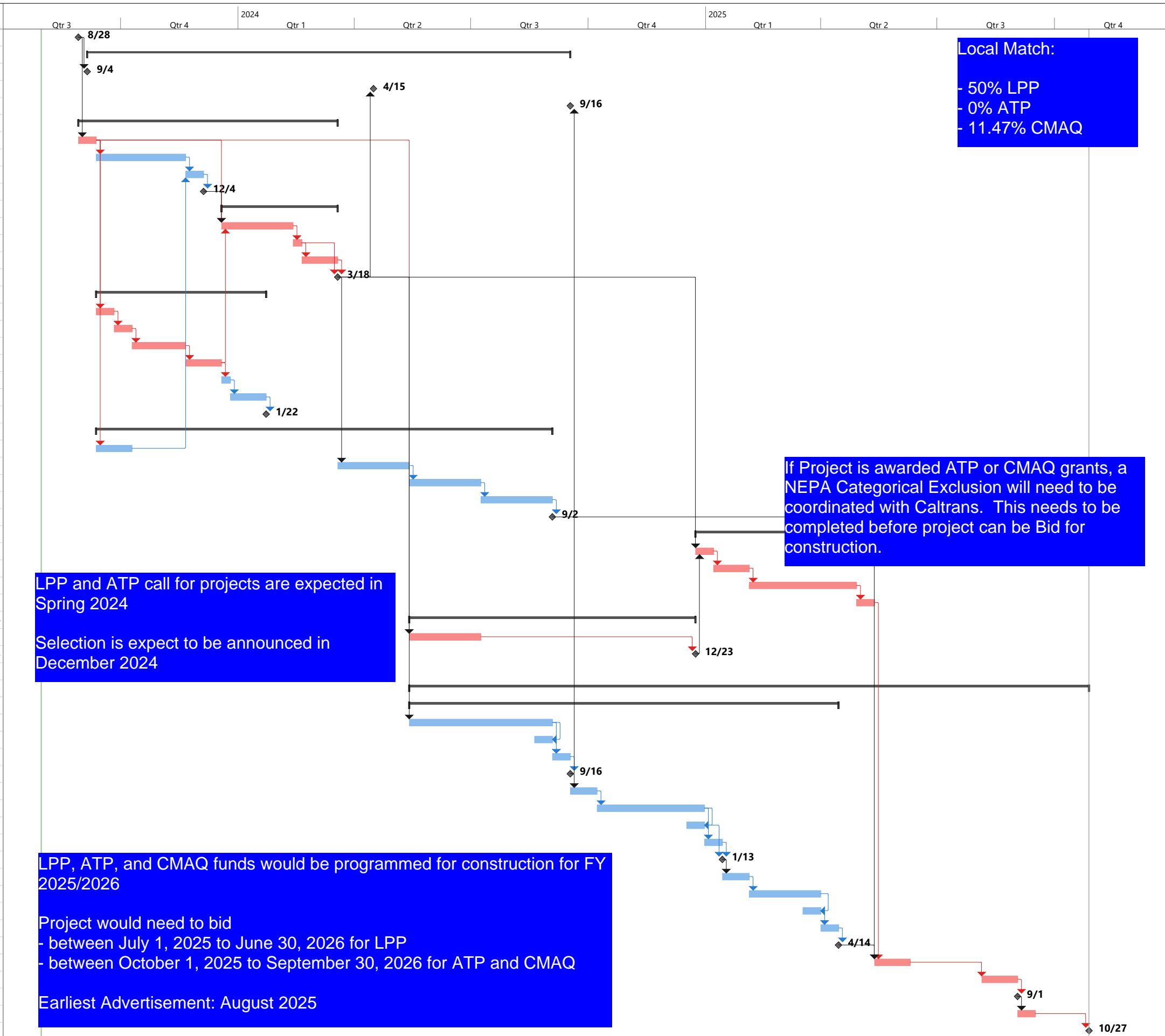
Dominic Tyburski, Director of Public Works

(559) 852-2698

Dominic.Tyburski@co.kings.ca.us



ID	Task Name	Duration	Start	Finish
1	NTP (Assumed)	0 days	Mon 8/28/23	Mon 8/28/23
2	Meetings	270 days	Mon 9/4/23	Mon 9/16/24
3	Kick-off	0 days	Mon 9/4/23	Mon 9/4/23
4	Public Meeting #1	0 days	Mon 4/15/24	Mon 4/15/24
5	Public Meeting #2	0 days	Mon 9/16/24	Mon 9/16/24
6	Preliminary Engineering	145 days	Tue 8/29/23	Mon 3/18/24
7	Data Gathering/Research	2 wks	Tue 8/29/23	Mon 9/11/23
8	Lidar Extraction (Translation/Basefiles/Supplemental To	10 wks	Tue 9/12/23	Mon 11/20/23
9	Compile Base Maps	2 wks	Tue 11/21/23	Mon 12/4/23
10	Complete Base Maps	0 days	Mon 12/4/23	Mon 12/4/23
11	Concept Plans	65 days	Tue 12/19/23	Mon 3/18/24
12	Prepare 30% Plans	8 wks	Tue 12/19/23	Mon 2/12/24
13	Preliminary Cost Estimates	1 wk	Tue 2/13/24	Mon 2/19/24
14	City Review/Comment	4 wks	Tue 2/20/24	Mon 3/18/24
15	Approved 30% Plans	0 wks	Mon 3/18/24	Mon 3/18/24
16	Geotech	95 days	Tue 9/12/23	Mon 1/22/24
17	Prepare Permit	2 wks	Tue 9/12/23	Mon 9/25/23
18	City Approval	2 wks	Tue 9/26/23	Mon 10/9/23
19	Field Work and Lab Analysis	6 wks	Tue 10/10/23	Mon 11/20/23
20	Geotechnical Investigation Memo	4 wks	Tue 11/21/23	Mon 12/18/23
21	City Review	1 wk	Tue 12/19/23	Mon 12/25/23
22	Revise Geotechnical Investigation Memo	4 wks	Tue 12/26/23	Mon 1/22/24
23	Final Geotechnical Investigation Memo	0 days	Mon 1/22/24	Mon 1/22/24
24	Utility Coordination	255 days	Tue 9/12/23	Mon 9/2/24
25	Submit Utility "A" Letters	4 wks	Tue 9/12/23	Mon 10/9/23
26	Prepare Conflict Mapping	8 wks	Tue 3/19/24	Mon 5/13/24
27	Utility "B" Letters	8 wks	Tue 5/14/24	Mon 7/8/24
28	Prepare Relocation Plans	8 wks	Tue 7/9/24	Mon 9/2/24
29	Utility "C" Letters	0 wks	Mon 9/2/24	Mon 9/2/24
30	Environmental Document	100 days	Tue 12/24/24	Mon 5/12/25
31	Prepare PES Form	2 wks	Tue 12/24/24	Mon 1/6/25
32	Caltrans Review	4 wks	Tue 1/7/25	Mon 2/3/25
33	Technical Studies	12 wks	Tue 2/4/25	Mon 4/28/25
34	Caltrans issues NEPA CE	2 wks	Tue 4/29/25	Mon 5/12/25
35	Grant Applicaton	160 days	Tue 5/14/24	Mon 12/23/24
36	Prepare/Submit Grant Application(s)	8 wks	Tue 5/14/24	Mon 7/8/24
37	Grant Application results	0 days	Mon 12/23/24	Mon 12/23/24
38				
39	Contract Bid Documents	380 days	Tue 5/14/24	Mon 10/27/25
40	PS&E Package	240 days	Tue 5/14/24	Mon 4/14/25
41	Prepare 60% Plans	16 wks	Tue 5/14/24	Mon 9/2/24
42	Prepare Engineer's Estimate	2 wks	Tue 8/20/24	Mon 9/2/24
43	QA/QC	2 wks	Tue 9/3/24	Mon 9/16/24
44	Submit 60% Plans and Estimate	0 days	Mon 9/16/24	Mon 9/16/24
45	City Review/Comment	3 wks	Tue 9/17/24	Mon 10/7/24
46	Prepare 90% PS&E	12 wks	Tue 10/8/24	Mon 12/30/24
47	Prepare Technical Specifications	2 wks	Tue 12/17/24	Mon 12/30/24
48	QA/QC	2 wks	Tue 12/31/24	Mon 1/13/25
49	Submit 90% PS&E	0 days	Mon 1/13/25	Mon 1/13/25
50	City Review/Comment	3 wks	Tue 1/14/25	Mon 2/3/25
51	Prepare 100% PS&E	8 wks	Tue 2/4/25	Mon 3/31/25
52	Revise Technical Specifications	2 wks	Tue 3/18/25	Mon 3/31/25
53	QA/QC	2 wks	Tue 4/1/25	Mon 4/14/25
54	Submit Final Plans	0 wks	Mon 4/14/25	Mon 4/14/25
55	Right of Way Certification	4 wks	Tue 5/13/25	Mon 6/9/25
56	Advertise	4 wks	Tue 8/5/25	Mon 9/1/25
57	Open Bids	0 days	Mon 9/1/25	Mon 9/1/25
58	Contract Award	2 wks	Tue 9/2/25	Mon 9/15/25
59	Begin Construction	0 days	Mon 10/27/25	Mon 10/27/25



COST PROPOSAL FOR PROJECT SCOPE: City of Turlock - Geer Road Pavement Rehabilitation



														SUBS			TOTAL COST		
	Sr. Engineering Manager	Project Engineer	Design Engineer II	Design Engineer I	Survey Manager	Project Surveyor	Lead Survey Technician	Sr. Survey Technician	2 Person Field Crew	Funding Manager	Sr. Funding Specialist	Funding Specialist	Project Coordinator	Total Hours	Total MT Cost	PORT CITY		CRAWFORD	NORTHSTAR ENGINEERING GROUP
	\$380	\$164	\$142	\$115	\$217	\$177	\$157	\$126	\$328	\$285	\$185	\$157	\$115						
1.0 PROJECT MANAGEMENT/COORDINATION																			
1.1 Project Management	8	40											38	86	\$13,970		11,160		\$25,130
1.2 MEETINGS																			
1.2.1 PDT Meetings	10	24												34	\$7,736				\$7,736
1.2.2 Council Meetings	8	16												24	\$5,664				\$5,664
1.3 Agency/Stakeholder Coordination	12	40												52	\$11,120				\$11,120
1.4 Funding Assistance/Grant Applications										48	80	100		228	\$44,180				\$44,180
1.5 Public Outreach	40	40												80	\$21,760	17,245			\$39,005
1.6 Quality Assurance/Quality Control (QA/AC)	24	80												104	\$22,240		4,156		\$26,396
Subtotal Phase 1	102	240	0	0	0	0	0	0	0	48	80	100	38	608	\$126,670	\$17,245	\$15,316	\$0	\$159,231
2.0 PRELIMINARY ENGINEERING																			
2.1 Project Data Gathering/Site Visit		16		60										76	\$9,524				\$9,524
2.2 Survey/LiDAR Extraction/Base Mapping														0	\$0				\$0
2.2.1 Lidar Translation						40		40						80	\$20,200				\$20,200
2.2.2 Lidar Extraction					8	16	48	128						200	\$28,232				\$28,232
2.2.3 Lidar Miscellaneous						8		40						48	\$6,456				\$6,456
2.3 Supplemental Topographic Survey														0	\$0			30,330	\$30,330
2.4 Record Data Search														0	\$0			3,820	\$3,820
2.5 Geotechnical																			
2.5.1 Pavement Condition Assessment														0	\$0		9,077		\$9,077
2.5.2 Pavement Coring & R Value Testing														0	\$0		17,925		\$17,925
2.5.3 Engineering Analysis														0	\$0		16,240		\$16,240
2.5.4 Pavement Design Report														0	\$0		16,015		\$16,015
2.6 Environmental														0	\$0				\$0
2.7 Utility Coordinaton		8	32	80										120	\$15,056				\$15,056
2.8 30% - Schematic Concept	4	40	64	128										236	\$31,888				\$31,888
Subtotal Phase 2	4	64	96	268	8	64	48	168	40	0	0	0	0	760	\$111,356	\$0	\$59,257	\$34,150	\$204,763
TOTAL HOURS	106	304	96	268	8	64	48	168	40	48	80	100	38	1368					
OTHER DIRECT COSTS															\$1,179	\$9,735	\$51,947	\$10,000	\$72,861
TOTAL COST	\$40,280	\$49,856	\$13,632	\$30,820	\$1,736	\$11,328	\$7,536	\$21,168	\$13,120	\$13,680	\$14,800	\$15,700	\$4,370		\$239,205	\$26,980	\$126,520	\$44,150	\$436,855

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Mark Thomas & Company, Inc.**

Project No. **Geer Road Pavement Rehab**

Contract No. **2023-109**

Date **7/24/2023**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal		\$140 - \$190		\$ 154.45	\$ -
Sr. Engineering Manager		\$105 - \$148	106	\$ 137.77	\$ 14,603.46
Engineering Manager		\$96 - \$126		\$ 115.65	\$ -
Design Manager		\$96 - \$126		\$ 115.65	\$ -
Sr. Project Manager		\$74 - \$107		\$ 96.08	\$ -
Sr. Technical Lead		\$74 - \$107		\$ 96.08	\$ -
Project Manager		\$62 - \$88		\$ 77.59	\$ -
Technical Lead		\$62 - \$88		\$ 77.59	\$ -
Sr. Project Engineer		\$54 - \$78		\$ 67.43	\$ -
Sr. Technical Engineer		\$54 - \$78		\$ 67.43	\$ -
Project Engineer		\$50 - \$70	304	\$ 59.46	\$ 18,075.23
Design Engineer II		\$37 - \$62	96	\$ 51.48	\$ 4,942.26
Design Engineer I		\$30 - \$52	268	\$ 41.69	\$ 11,173.75
Intern		\$16 - \$34		\$ 23.93	\$ -
Survey Manager		\$64 - \$89	8	\$ 78.67	\$ 629.38
Sr. Project Surveyor		\$57 - \$75		\$ 67.43	\$ -
Project Surveyor		\$49 - \$68	64	\$ 64.17	\$ 4,106.95
Sr. Surveyor		\$42 - \$65		\$ 55.11	\$ -
Surveyor		\$37 - \$54		\$ 45.68	\$ -
Lead Survey Technician		\$42 - \$67	48	\$ 56.92	\$ 2,732.17
Sr. Survey Technician		\$31 - \$55	168	\$ 45.68	\$ 7,674.43
Survey Technician		\$27 - \$39		\$ 40.24	\$ -
Single Chief*		\$52 - \$73		\$ 62.00	\$ -
Single Instrumentman*		\$49 - \$67		\$ 56.56	\$ -
Single Chainman*		\$46 - \$65		\$ 54.74	\$ -
Apprentice*		\$27 - \$50		\$ 39.52	\$ -
2 Person Field Crew*		\$98 - \$129	40	\$ 118.92	\$ 4,756.64
3 Person Field Crew*		\$125 - \$169		\$ 158.80	\$ -
Funding Manager		\$88 - \$114	48	\$ 103.33	\$ 4,959.67
Sr. Funding Specialist		\$52 - \$78	80	\$ 67.07	\$ 5,365.72
Funding Specialist		\$38 - \$67	100	\$ 56.92	\$ 5,692.01
Project Accountant		\$35 - \$57		\$ 46.77	\$ -
Sr. Project Coordinator		\$42 - \$63		\$ 52.57	\$ -
Project Coordinator		\$32 - \$52	38	\$ 41.69	\$ 1,584.34

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 86,296.02

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$ 86,296.02

INDIRECT COSTS

d) Fringe Benefits	(Rate: <u>92.57%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 79,884.23
f) Overhead & G&A	(Rate: <u>58.18%</u>)	g) Overhead [(c) x (f)]	\$ 50,207.03
h) General & Admin	(Rate: <u> </u>)	i) Gen & Admin [(c) x (h)]	\$ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 130,091.25

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% \$ 21,638.73

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (IRS Rate)	1800	Miles	\$ 0.655	\$ 1,179.00

l) TOTAL OTHER DIRECT COSTS \$ 1,179.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Crawford & Associates, Inc.	\$ 126,520.05
Subconsultant 2: NorthStar Engineering	\$ 44,150.00
Subconsultant 3: Port City	\$ 26,979.69

m) TOTAL SUBCONSULTANTS' COSTS \$ 197,649.74

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 198,828.74

TOTAL COST [(c) + (j) + (k) + (n)] \$ 436,854.74

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Mark Thomas & Company

Project No. Geer Road Pavement Rehab Contract No. 2023-109

Date 7/24/2023

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 86,296.02	1368	=	\$ 63.08	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Year	Avg Hourly Rate	+	Proposed Escalation	=	Year	Avg Hourly Rate
Year 1	\$ 63.08	+	0%	=	Year 2	\$ 63.08
Year 2	\$ 63.08	+	0%	=	Year 3	\$ 63.08
Year 3	\$ 63.08	+	0%	=	Year 4	\$ 63.08
Year 4	\$ 63.08	+	0%	=	Year 5	\$ 63.08

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Year	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	Estimated Hours
Year 1	100.00%	*	1368.0	=	1368.0	Estimated Hours Year 1
Year 2	0.00%	*	1368.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1368.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1368.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1368.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1368.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

Year	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	Estimated Hours
Year 1	\$ 63.08	*	1368	=	\$ 86,296.02	Estimated Hours Year 1
Year 2	\$ 63.08	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 63.08	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 63.08	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 63.08	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 86,296.02	
Direct Labor Subtotal before Escalation				=	\$ 86,296.02	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: 

Date of Certification: 7/24/2023

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geer Road Rehabilitation

Crawford & Associates, Inc.

2/10/23



	Principal *	Senior Project Manager **	Senior Project Manager **	Project Manager II	Project Manager I	Senior Geologist	Senior Engineer	Project Engineer II	Project Engineer I	Staff Engineer	Administrative Assistant†	Field Technician (Prevailing Wage) **	Concrete Testing Technician (Prevailing Wage) **	Laborer Technician (Prevailing Wage) **	Anticipated Salary Increase	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST	
Crawford & Associates Staff (*Key)	B. Crawford	TBD	TBD	S. Leyva	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD				
Initial Hourly Rate	\$ 67.59	\$ 70.39	\$ 56.81	\$ 54.85	\$ 52.88	\$ 46.43	\$ 46.43	\$ 42.00	\$ 37.50	\$ 32.88	\$ 29.75	\$ 40.63	\$ 37.63	\$ 32.69	\$ 0.00				
Fringe Benefits 88.29%	\$ 59.68	\$ 62.15	\$ 50.16	\$ 48.43	\$ 46.69	\$ 40.99	\$ 40.99	\$ 37.08	\$ 33.11	\$ 29.03	\$ 26.27	\$ 35.87	\$ 33.22	\$ 28.86	\$ 0.00				
Overhead 116.79%	\$ 78.94	\$ 82.21	\$ 66.35	\$ 64.06	\$ 61.76	\$ 54.23	\$ 54.23	\$ 49.05	\$ 43.80	\$ 38.40	\$ 34.75	\$ 47.45	\$ 43.95	\$ 38.18	\$ 0.00				
General & Administrative 20.00%	\$ 13.52	\$ 14.08	\$ 11.36	\$ 10.97	\$ 10.58	\$ 9.29	\$ 9.29	\$ 8.40	\$ 7.50	\$ 6.58	\$ 5.95	\$ 8.13	\$ 7.53	\$ 6.54	\$ 0.00				
Fixed Fee 10%	\$ 21.97	\$ 22.88	\$ 18.47	\$ 17.83	\$ 17.19	\$ 15.09	\$ 15.09	\$ 13.65	\$ 12.19	\$ 10.69	\$ 9.67	\$ 13.21	\$ 12.23	\$ 10.63	\$ 0.00				
Hourly Rate	\$ 241.69	\$ 251.71	\$ 203.15	\$ 196.14	\$ 189.09	\$ 166.03	\$ 166.03	\$ 150.19	\$ 134.10	\$ 117.57	\$ 106.38	\$ 145.29	\$ 134.56	\$ 116.90	\$ 0.00				
TASK NO. 1																			
Coordination, Field Preparation, Permitting	8.0			18.0				8.0	24.0		12.0					\$ 11,160.39		\$ 11,160.39	
TASK NO. 2																			
Pavement Conditions Assessment	8.0			22.0				16.0			4.0					\$ 9,077.09		\$ 9,077.09	
TASK NO. 3																			
Pavement Coring				8.0				8.0	84.0		8.0			26.0		\$ 17,924.96		\$ 17,924.96	
TASK NO. 4																			
Engineering Analysis	4.0			22.0				32.0	22.0	20.0	8.0					\$ 16,240.43		\$ 16,240.43	
TASK NO. 5																			
Draft and Final Reports	12.0			16.0				12.0	42.0	18.0	4.0					\$ 16,014.65		\$ 16,014.65	
TASK NO. 6																			
Plan Review and Comments				16.0					6.0		2.0					\$ 4,155.53		\$ 4,155.53	
OTHER DIRECT COSTS																			
Mileage (IRS Rate)																		\$ 655.00	\$ 655.00
Per Diem (GSA Rate)																		\$ 1,760.00	\$ 1,760.00
Permit Fees																		\$ -	\$ -
Traffic Control Equipment																		\$ -	\$ -
Traffic Control (Minor)																		\$ -	\$ -
Traffic Control (Major)																		\$ 17,000.00	\$ 17,000.00
Drilling																		\$ -	\$ -
Steel Liners (MCAL)																		\$ -	\$ -
Hand Auger																		\$ 2,000.00	\$ 2,000.00
Wildcat DCP Equipment																		\$ -	\$ -
Wildcat DCP Tips																		\$ -	\$ -
Core Machine with Generator																		\$ 26,000.00	\$ 26,000.00
Core Machine Bit																		\$ 600.00	\$ 600.00
Core Boxes																		\$ -	\$ -
Backfill																		\$ 432.00	\$ 432.00
Laboratory Testing (Crawford 2023 Rates, Attached)																		\$ 3,500.00	\$ 3,500.00
0																		\$ -	\$ -
0																		\$ -	\$ -
0																		\$ -	\$ -
0																		\$ -	\$ -
0																		\$ -	\$ -
0																		\$ -	\$ -
Subtotal- Hours/Tasks	32.0	0.0	0.0	102.0	0.0	0.0	0.0	76.0	178.0	38.0	38.0	0.0	0.0	26.0		\$ 74,573.05	\$ 51,947.00	\$ 0.00	
TOTAL LABOR HOURS: 490.0																ANTICIPATED SALARY INCREASE:	\$ 0.00		
TOTAL ESTIMATED FEE: \$ 126,520.05																			



CITY OF TURLOCK
Geer Road Rehabilitation
Topographic Surveys
14-Feb-23
Estimated Level of Effort

PRIMARY SCOPE TASKS		Principal Project Manager	Land Surveyor	Land Surveyor Assistant / Drafter	2-Man Survey Crew	Total Hours	Preliminary Title Reports	Totals
TASK	TASK ACTIVITY	Billing Rates	\$215.00	\$185.00	\$155.00	\$275.00	Total Hours	
	GEER ROAD							
1	Topography							
A	Record Data Research	2	8	0	0	10		\$1,910.00
B	Supplemental Topographic Surveys	8	12	16	80	116		\$28,420.00
C	Research Data Search	4	16	0	0	20	\$10,000.00	\$13,820.00
D	Legal Descriptions and Plats					0		\$0.00
	TOTAL	14	36	16	80	146		\$44,150.00

NOTE: This proposal includes ten (10) preliminary title reports at \$1,000.00 each.

Project Budget: City of Turlock Geer Road

Firm Name: Port City

Tasks	Hours			Direct Labor Costs	Other Direct Costs	Total Cost
	Dan	Kristen	Admin			
Rate	\$60.00	\$60.00	\$22.00			
1. Identification of Stakeholders (Stakeholder Database)				\$618.00	\$1,000.00	\$1,618.00
a. Develop list of stakeholders	2	1	3			
b. Database upload	2	1	2			
c. Ongoing management of list		1	4			
d. ParcelQuest Database (4 months)					\$ 1,000.00	
2. Public Information Meetings (4 meetings)				\$7,352.00	\$8,735.00	\$ 16,087.00
a. Requirements	8	8	8			
b. Planning and site selection	4	4	6			
c. Develop materials/Agenda	10	8	4			
d. Day of Implementation	24	20	24			
e. Mailings - Graphic Design		10	3			
f. Mailings Postage			1		\$ 1,500.00	
g. Mailings Printing			1		\$ 1,500.00	
h. Media Purchase			1			
i. Mileage					\$ 275.00	
j. Facility Rental			4		\$ 500.00	
k. Facility AV			2		\$ 1,200.00	
l. Facility Materials	1	1	1		\$ 800.00	
m. Newspaper Graphic Design and Adverting Costs			2		\$ 2,000.00	
n. Earned Media (Media Pitches, Press Releases)			2			
o. Language Interpreter (if needed)					\$ 960.00	
Total Direct Labor	51	58	65	\$ 7,970.00		
Combined Overhead (96.7)					97%	
Fixed Fee (10%)					10%	
Total Labor Costs				\$17,244.69		
Other Direct Costs					\$9,735.00	
Total Project Costs				\$17,244.69	\$9,735.00	\$26,979.69