City Council Meeting Agenda

April 11, 2023
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California
And Via Telephone
Honua Kai Resort
130 Kai Malina Parkway
Lahaina, HI 96761
855-718-5789

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 agendized topic 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: National Volunteer Week (April 16 – 22, 2023)
B. Proclamation: Animal Care and Control Appreciation Week (April 9 - 15, 2023)
C. Briefing: ClearPoint Strategic Plan Update *(Eddy)*
D. Briefing: Technologies Update *(Showalter and McGann-Jantzen)*
E. Proclamation: National Telecommunicators Week (April 9 - 15, 2023)

Next City Council Resolution: 2023-079 **Next Ordinance: 1302-CS**

3. PUBLIC PARTICIPATION

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

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

5. CONSENT CALENDAR

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

A. *Resolution 2023-XXX*: Accepting the Weekly Demands of March 23, 2023 in the amount of $2,041,303.71; March 30, 2023 in the amount of $1,308,013.17; and EFT Payments from September 1, 2022 through September 30, 2022 in the amount of $15,146,877.09

B. *Motion:* Accepting Minutes of the February 28, 2023 Regular Meeting of City of Turlock City Council

C. 1) *Resolution 2023-XXX*: Approving the Engineer's Report for the "Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003" located at 270 W. Glenwood Avenue (APN 044-017-054)

2) *Resolution 2023-XXX*: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003" located at 270 W. Glenwood Avenue (APN 044-017-054) *(Schulze)*

D. *Resolution 2023-XXX*: Awarding RFP No. 22-034 to Crossroads Software Inc. for the purchase of a new police ticket writing system and authorizing the execution of a service agreement between Crossroads Software Inc., and the City of Turlock in a form approved by the City Attorney and authorizing the City Manager to sign the agreement in an amount not to exceed $60,000 *(Hedden)*

E. *Motion*: Accepting the improvements and authorizing the City Engineer to file a Notice of Completion for "McCoon" Subdivision, Project No. 0673, located at 3900 Colorado Avenue (APN 072-075-051) on the southeast corner of Colorado Ave and Christofferson Parkway *(Schulze)*

F. *Motion*: Accepting the improvements and authorizing the City Engineer to file a Notice of Completion for "Fairbanks Ranch" Subdivision, Project No. 14-73, located at 2707 East Tuolumne Road (APN 073-013-003) on the north side of East Tuolumne Road between North Quincy Road and North Waring Road *(Schulze)*

G. *Motion*: Accepting the improvements and authorizing the City Engineer to file a Notice of Completion for "Les Chateaux" Subdivision, Project No. 14-76, located at 3007 East Tuolumne Road (APN 073-013-004) on the northwest corner of East Tuolumne Road and North Waring Road *(Schulze)*

H. 1) *Resolution 2023-XXX*: Approving the Engineer's Report for the "Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012" located at 1037 S. Kilroy Road (APN 044-010-011)

2) *Resolution 2023-XXX*: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012" located at 1037 S. Kilroy Road (APN 044-010-011) *(Schulze)*

I. *Resolution 2023-XXX*: Awarding Request For Bid (RFB) No. 22-032 and approving an Agreement (Contract No. 2023-94) with Crane & Hoist Services, Ltd., in a form approved by the City Attorney, for hoist and crane inspections, testing, repairs and preventative maintenance for the Municipal Services Department in the annual amount not-to-exceed $150,000 using funds from 410-51-430.43314 "Contract Help Services" and 420-52-550.43320 "Special Services/Projects" *(Goodman)*

6. FINAL READINGS

7. PUBLIC HEARINGS

A. ***The Public Hearing for this item has been rescheduled to the April 25, 2023 City Council meeting.***

Introduction and first reading of an ordinance amending Turlock Municipal Code (TMC), Title 1, Chapter 6, Article 1, Insurance Requirements *(Loehr/Petrulakis)*

Recommended Action: Ordinance 13XX-cs: Introduction and first reading of an Ordinance amending Turlock Municipal Code (TMC), Title 1, Chapter 6, Article 1, Insurance Requirements

8. ACTION ITEMS

A. Approving a Professional Services Agreement, in a form approved by the City Attorney, between the City of Turlock and Sloan Sakai Yeung & Wong LLP for professional services to conduct a comprehensive Compensation and Classification Study in an amount not to exceed $148,500.00 utilizing funds from 110-10-112.43014 "General Government – Compensation Study" *(Dhami)*

Recommended Action: *Resolution 2023-XXX*: Approving a Professional Services Agreement, in a form approved by the City Attorney, between the City of Turlock and Sloan Sakai Yeung & Wong LLP for professional services to conduct a comprehensive Compensation and Classification Study in an amount not to exceed $148,500.00 utilizing funds from 110-10-112.43014 "General Government – Compensation Study"

B. *Item continued from the 3/28/23 City Council meeting:* Authorizing the City Manager to execute a Master Equity Lease Agreement, Maintenance Agreement, in a form approved by the City Attorney, with Enterprise Fleet Management (EFM), Inc. for the lease and replacement of vehicles for the SRWA Water Treatment Plant (SRWA WTP) operations, and authorize the City Manager to approve the lease of additional vehicles under the Master Equity Lease agreement based upon the funding appropriated in the annual budget each year in Fund 450 "SRWA Operations" *(Goodman)*

Recommended Action: *Resolution 2023-XXX*: Authorizing the City Manager to execute a Master Equity Lease Agreement, Maintenance Agreement, in a form approved by the City Attorney, with Enterprise Fleet Management (EFM), Inc. for the lease and replacement of vehicles for the SRWA Water Treatment Plant (SRWA WTP) operations, and authorize the City Manager to approve the lease of additional vehicles under the Master Equity Lease agreement based upon the funding appropriated in the annual budget each year in Fund 450 "SRWA Operations"

C. Approving or denying a request from Turlock Downtown Property Owner's Association to remove specific, identified benches located throughout downtown Turlock *(Sims)*

Recommended Action: *Motion*: Approving or denying a request from Turlock Downtown Property Owner's Association to remove specific, identified benches located throughout downtown Turlock

D. Authorizing the City Manager, or their designee, authority to negotiate a ground lease agreement and any collateral agreements, in a form approved by the City Attorney, with Custom Containers 915 for transitional housing units, for homeless veterans and seniors *(Wilson)*

Recommended Action: *Resolution 2023-XXX:* Authorizing the City Manager, or their designee, authority to negotiate a ground lease agreement and any collateral agreements, in a form approved by the City Attorney, with Custom Containers 915 for transitional housing units, for homeless veterans and seniors

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.

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

A. Conference with Labor Negotiators - California Government Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the

form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Designated Representative: Deputy City Manager Sarah Eddy
Employee Organization: Turlock Management Association – Public Safety
Employee Organization: Turlock Firefighters Association – Local 2434

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, April 11, 2023 at City Hall, 156 S. Broadway, Turlock, California, 95380 on Friday, April 7, 2023.

Dated: April 7, 2023

/s/Julie Christel

Julie Christel
City Clerk

PROCLAMATION

CITY OF TURLOCK INC. 1908

IN RECOGNITION OF
CITY OF TURLOCK
VOLUNTEERS

WHEREAS, volunteers make up hundreds of individuals in our community, representing a wide array of individuals volunteering in various departments throughout the City of Turlock in the following programs: Volunteers in Police Services, Police Explorers, Municipal Volunteer Partnership Program, and Friends of Turlock Animal Services; and

WHEREAS, through volunteerism within local government entities, the quality of life we have grown to rely upon and appreciate is sustained through these community partnerships; and

WHEREAS, the City of Turlock's Volunteer programs are staffed with a group of men and women willing to serve an agency in need of their time, dedication, and talents; and

WHEREAS, these individuals often serve unnoticed to the public, but are indispensable to the City of Turlock; and

WHEREAS, this City Council understands that government alone cannot solve all of society's needs and these volunteers transform and extend our limited resources into the ability to provide better service to the City of Turlock; and

WHEREAS, the Turlock City Council recognizes that two thousand eighty volunteer hours of service equals a full-time employee at wages and benefits in excess of $75,000; and

WHEREAS, the public should be knowledgeable about volunteerism and the efforts of volunteerism improving the quality of life in our community; and

WHEREAS, this City Council does hereby recognize these individuals as true public servants who promote the highest ideals of public service to support the objectives of service to the community; who strive to set an example for others; and prove that anyone with drive and determination can be of service to their community.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim our gratitude and admiration by honoring the dedication of these model volunteers who tirelessly give so freely of their valuable time to provide service to the citizens 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 11th day of April, 2023.

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

PROCLAMATION

CITY OF TURLOCK INC. 1908

IN HONOR OF

ANIMAL CARE AND CONTROL APPRECIATION WEEK

APRIL 9-15, 2023

WHEREAS, the National Animal Care and Control Association has designated the second week of April each year as "Animal Care and Control Appreciation Week"; and

WHEREAS, the various federal, state, and local government officials throughout the Country take this time to recognize, thank, and commend all Animal Services Officers for the dedicated service they provide to citizens, various Public Safety and Public Service Agencies, and Departments throughout the country; and

WHEREAS, the Turlock City Council would like to express its sincere thanks and appreciation for the outstanding service Turlock Animal Services provides on a daily basis to the residents of the City; and

WHEREAS, the Turlock City Council recognizes Animal Services Officers for the many dedicated and long hours of service they perform in serving this community and for fulfilling the Turlock Animal Services commitment to providing the highest and most efficient level of customer service; and

WHEREAS, the Turlock City Council wishes to commend each and every Animal Services Officer for their excellence in service, which is in keeping with the long and distinguished tradition of the Animal Care and Control profession.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim April 9-15, 2023 as **"ANIMAL CARE AND CONTROL APPRECIATION WEEK"** in the City of Turlock and encourage all citizens in the City of Turlock to show and express appreciation for these outstanding individuals.

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 11th day of April 2023.

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

City Council Staff Report
April 11, 2023

From: Reagan M. Wilson, City Manager

Prepared by: Reagan M. Wilson, City Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Engage in discussion with staff and provide direction. No action is recommended.

2. SYNOPSIS:

Engage in discussion with staff and provide direction on Citywide strategic plans beginning Fiscal Year 2023-2024.

3. DISCUSSION OF ISSUE:

The City of Turlock entered into a three (3) year agreement with ClearPoint Strategy effective August 8, 2022. ClearPoint is a web-hosted strategy management software that allows for reporting and managing strategic plans, tracking performance, centralizes data to monitor progress, and keeps our community engagement fluid.

Government agencies utilize ClearPoint for strategy execution, reports and dashboards, and project management. As information is input and updated within the system, it will automatically update and provide a comprehensive view that can be accessed from a link on the City website. The dynamic view can be customized to display community dashboards and reports with the functionality to explore deeper into the performance and progress monitoring data. On September 22, 2015, City Council adopted a Strategic Goals and Implementation Plan for the period 2015 to 2019. The intention of the plan was to establish City goals and objectives with relation to each department. Departments are actively completing a goals template utilizing the Strategic Goals and Implementation Plan as a foundation to build upon. Each department will be responsible for updating their respective goals on a regular basis to ensure information is accurate and current.

Staff is requesting City Council provide input and direction with regard to strategic and core values, as well as department goals. In the event the City Council requests additional time to review the data provided by Department Directors and the ClearPoint Team, a meeting can be scheduled at a later date to ensure there is adequate time for discussion and comments. In addition, Council may wish to develop new strategic and core values, providing an opportunity to revise draft department goals. Overall, the plan provides the principle guidance for the City budget priorities, program objectives, performance measures, and community transparency. The City goals and objectives provide the basis for improving services and preserving a high quality of life in Turlock.

4. BASIS FOR RECOMMENDATION:

Engage in discussion with staff and provide direction on follow up meetings regarding Citywide strategic plans beginning Fiscal Year 2023-2024. Effective planning is integral to a City's success. This plan is intended to provide a clear vision and implementation plan in the upcoming years of the City's future.

5. FISCAL IMPACT / BUDGET AMENDMENT:

While there are fiscal impacts associated with some of the goals, objectives, and strategies within the Plan, the costs will be addressed as part of the City's current and future budgetary process. It is at this time that the Council may weigh policy priority against fiscal constraints.

6. STAFF RECOMMENDATION:

Engage in discussion with staff and provide direction on Citywide strategic plans beginning Fiscal Year 2023-2024.

7. CITY MANAGER'S COMMENTS:

N/A

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

N/A

City Council Staff Report
Date: April 11, 2023

From: Nick Showalter, Information Technology Director
Stephanie Jantzen, Public Information Officer

Prepared by: Nick Showalter, Information Technology Director
Stephanie Jantzen, Public Information Officer

Agendized by: Reagan M. Wilson, City Director

1. ACTION RECOMMENDED:

Engage in discussion with staff and provide direction. No action is recommended.

2. SYNOPSIS:

Engage in discussion with staff and provide direction on Information Technology and Communications projects and initiatives.

3. DISCUSSION OF ISSUE:

The Information Technology (IT) Department and the Public Information Officer have provided a briefing and presentations on the state of IT and Communications as well as upcoming projects and initiatives.

Currently, the Information Technology Department is engaged in the development and refinement of processes, procedures, and policies to enhance internal services. This has included the implementation of a new service ticketing system for City staff to utilize for submitting technology-related issues, incidents, and requests to IT staff. This system allows for greater insight and engagement between submitter of the ticket and the IT staff working with the service ticket. IT is currently conducting an internal review of technology-related policies and will engage with departments to work towards reviewing, updating, and refining policies.

The IT Department is also currently working on several projects related to improving services and strengthening the City's cybersecurity defenses. Staff is working with multiple departments to identify solutions for stronger and more robust connectivity to remote locations. On March 28, 2023, City Council approved the request from staff to upgrade the City's productivity suite platform of applications to Microsoft 365. This upgrade will enable City staff to access productivity tools that provide enhanced communication and content collaboration.

IT is also updating existing solutions as well as adding additional layers of security services to protect the City's digital assets.

The methods in which the public engage in information is evolving at a rapid rate, and it is critical for the City to provide information to the public in a timely and effective manner. Communication from the City to the public must be accessible through modern technologies and platforms, and information should be clear, concise, and consistent. The role of the Public Information Officer is to ensure that information is provided to the public effectively and to support transparency in City government. The Public Information Officer is working towards establishing processes, investing in solutions, and utilizing technology to enhance communications and the dissemination of information to the public.

4. BASIS FOR RECOMMENDATION:

Engage in discussion with staff and provide direction on Information Technology and Communications initiatives and projects.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact proposed in FY 23-24 budget

6. STAFF RECOMMENDATION:

Engage in discussion with staff and provide direction on Information Technology and Communications initiatives and projects.

7. CITY DIRECTOR'S COMMENTS:

N/A

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

N/A

10. ATTACHMENTS:

A. City of Turlock Information Technology Update Presentation
B. City of Turlock Communications Strategy Presentation

Attachment A

City of Turlock

Information Technology Update

April 11th, 2023

Nick Showalter, Information Technology Director

Agenda

- Service Enhancements
- Cybersecurity
- Web Presence and Digital Engagement



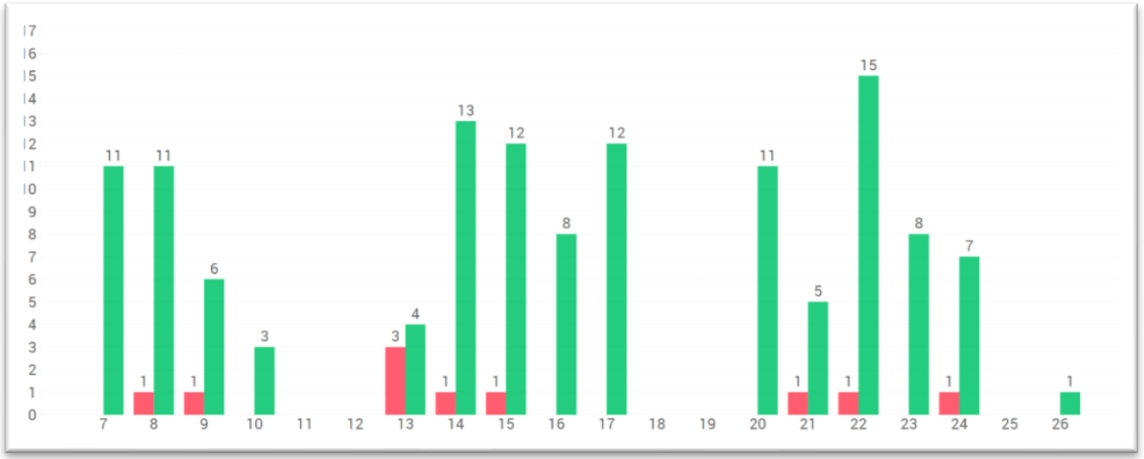




Service Ticketing System

- Service Analysis
- Data Driven Decision Making
- Standard Operating Procedure (SOP) Development

Requests Received in the Last 20 Days

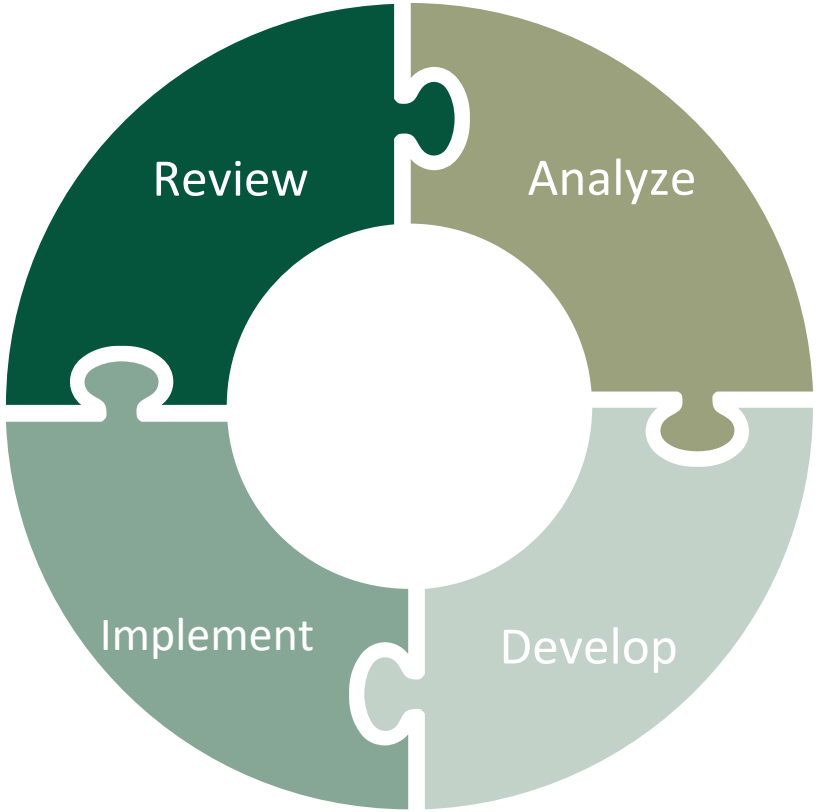


Productivity Tools

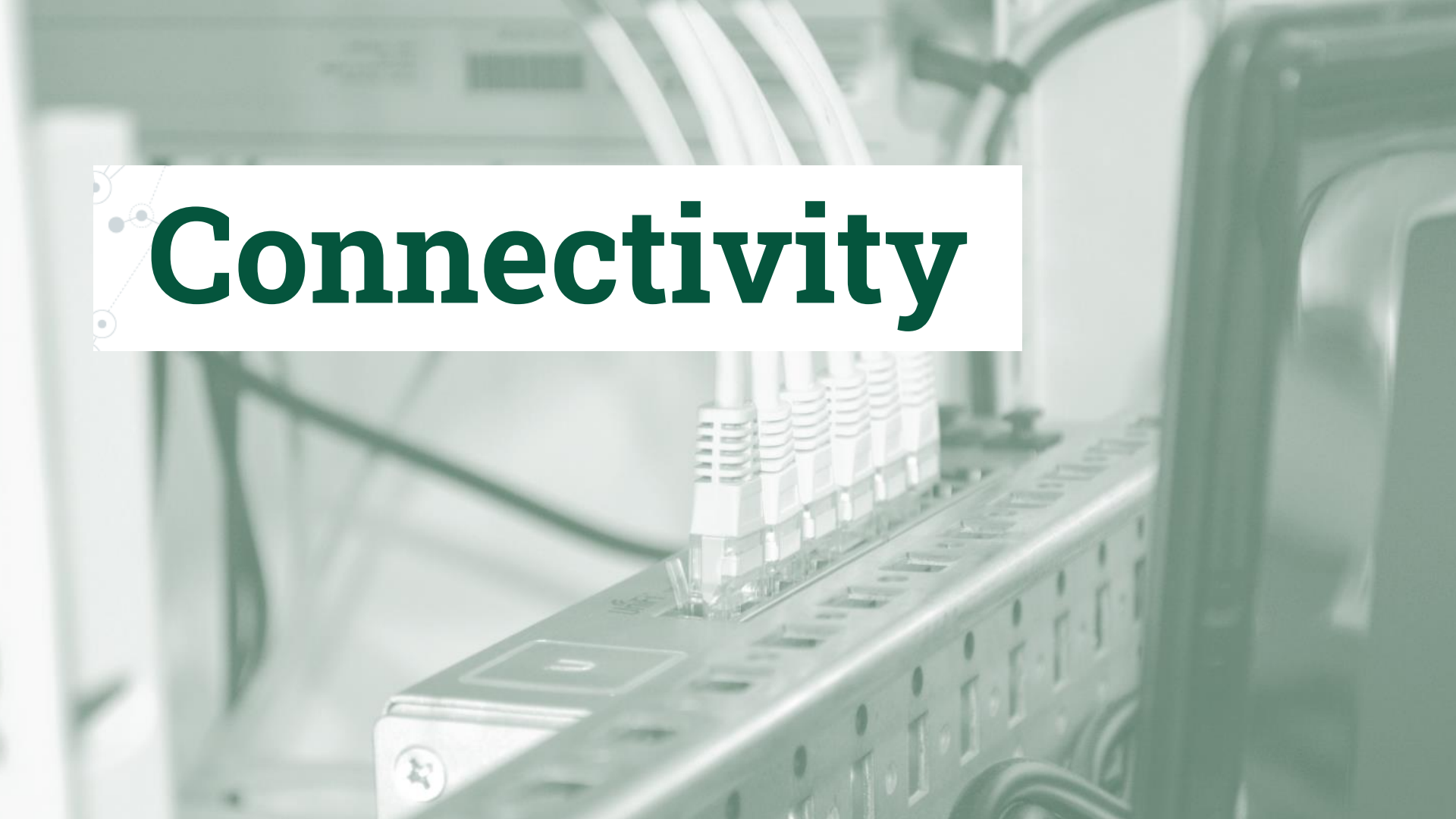
Microsoft 365



Policy Updates

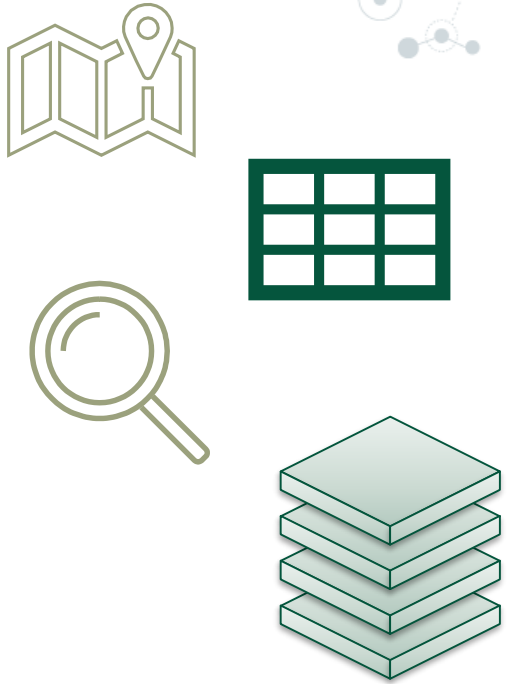


Connectivity



Geographic Information Systems (GIS)

- Data Driven
- Asset Metadata
- Engagement and Reporting
- Multi-department value
- Integration with website



Cybersecurity

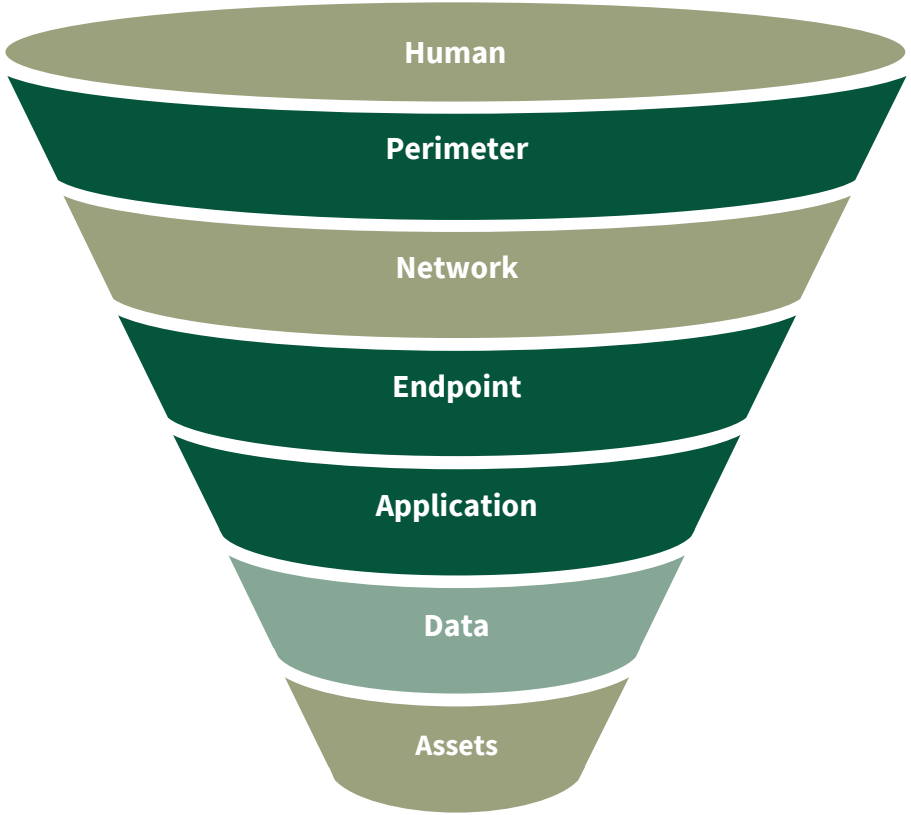
- Training
- Strengthening Layers
- Hardening Posture
- Framework Implementation



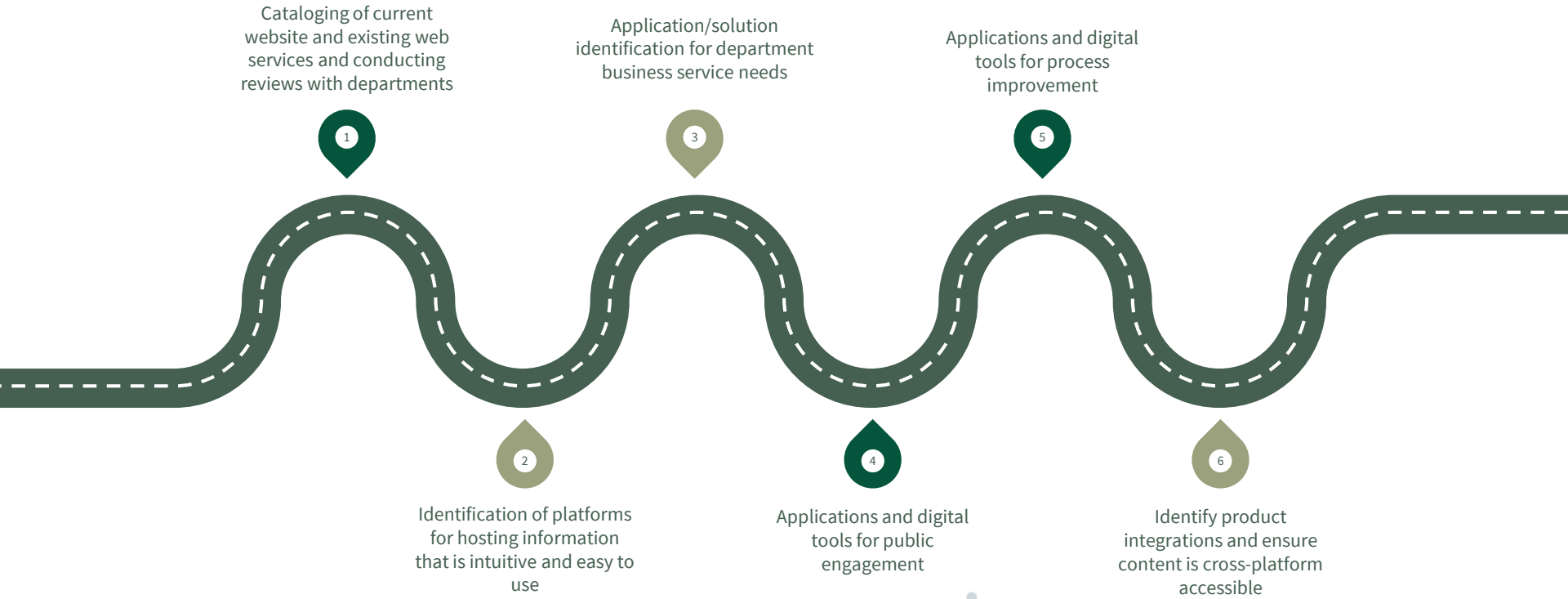






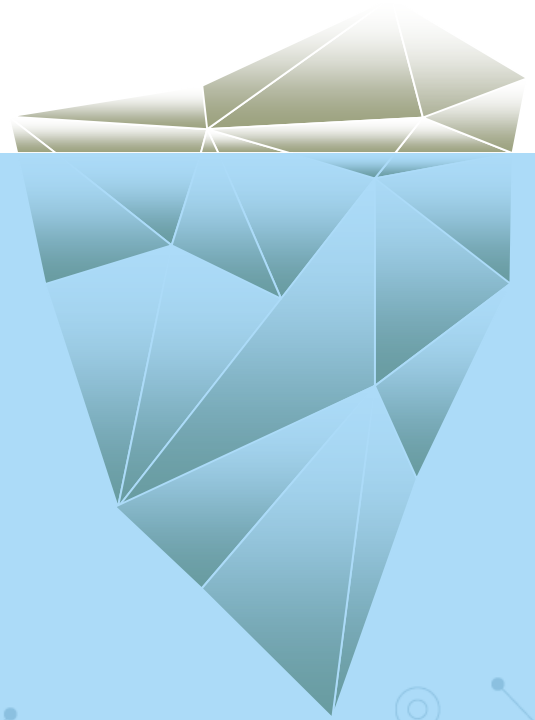

Human
Perimeter
Network
Endpoint
Application
Data
Assets

Web Presence and Digital Engagement



Website Update

Current
- Minor Design Changes
- Front Page Information
- Social Media Feed
- General Updates



What's happening now?

- Internal systems and services review and requirements gathering
- Project planning, timeline, and scope development.
- Service analysis from website hosting providers
- Service analysis of 3rd party digital tools and applications for business needs and process improvement.

What's to come

- Procurement
- Project Implementation
- Content Migration
- Process/Workflow Development for new Content

State of Communications in 2023

City of Turlock

"The single biggest problem in communication is the illusion that it has taken place"
- George Bernard Shaw

www.cityofturlock.org

BACKGROUND:

- Government affairs for Sac Metro Chamber
- Chief of Staff/County Supervisor
- Global communications/military and transportation/executive staffing
- Interim CEO for tech company
- World Trade Center Sacramento/Political and Media expert

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VOLUNTEERISM, PAST AND PRESENT

- I-CAN, Crime Victims Advocacy and parole hearings/statewide
- St. John's Shelter for Women and Children
- Speaker, 3CMA, City-County Comms and Marketing Assn.
- Contributing writer, Johns Hopkins publication, "CLOSLER"
- Board member, Foster Family Agency
- Tech start-ups, funding, business strategy

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Agenda

- Communication has Changed Dramatically
- Social Media: You are no longer the only product. The product is now the product as well.
- Attention span - what attention span?
- The level of expertise required for Public Information Officers has increased
- Deliverables



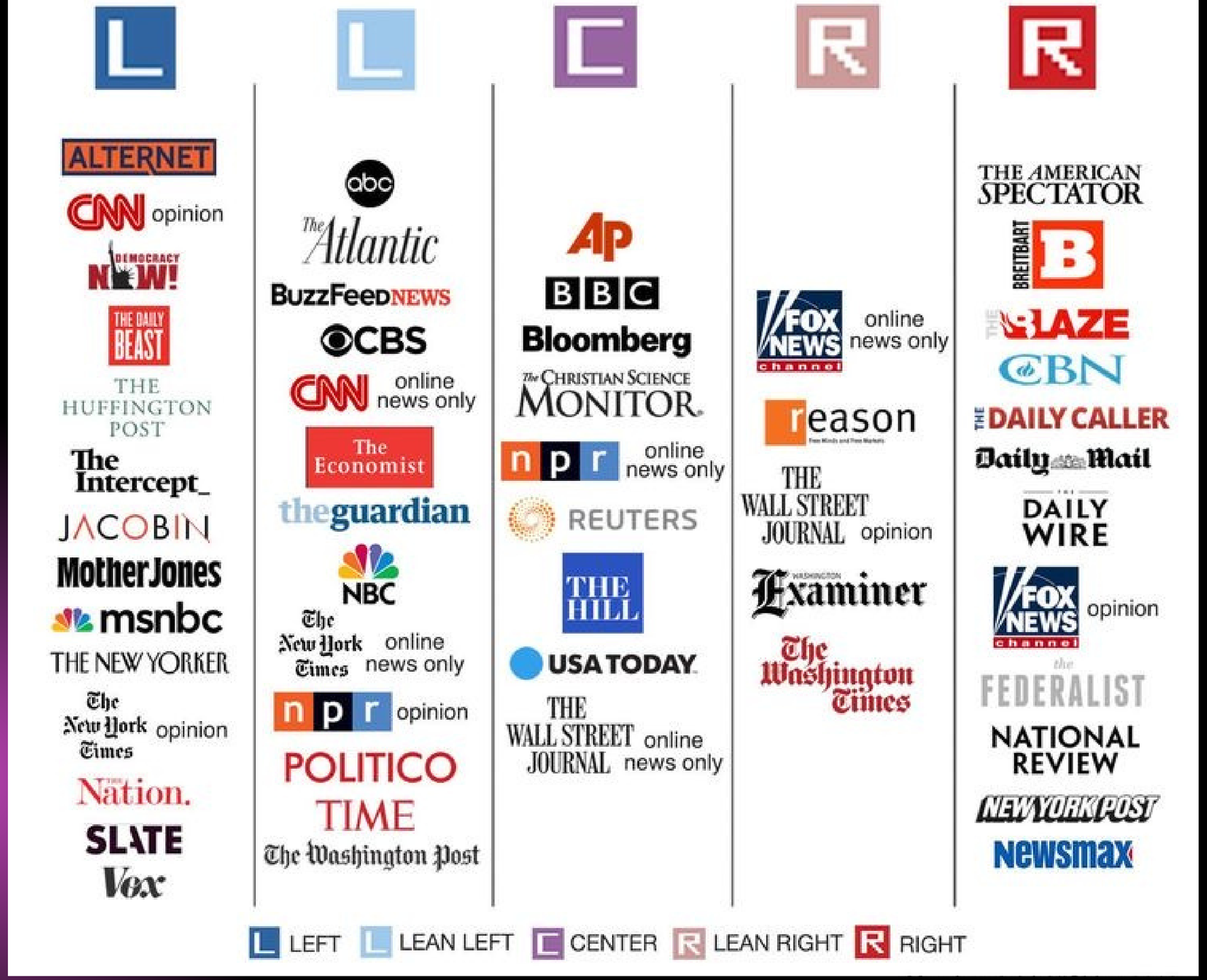






They had to come to us

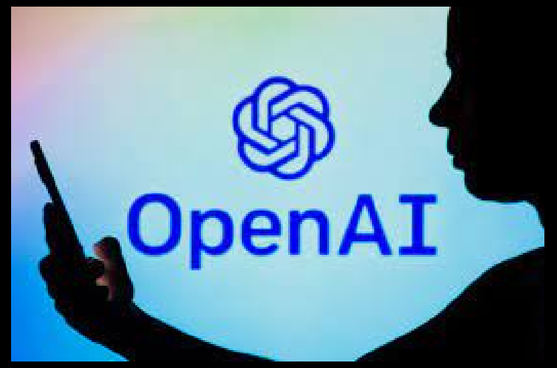
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P R N D
358mi
12:30 PM
72°F
John
Under the Bridge
Heathered Pearls
Chill
Streaming
Favorites
Top Stations
DJ Series
Genres
Trunk
Closed
Frunk
Closed
Tesla Favorites
Today's Hits
Classic Rock
'80 Hits
AP News
Country Hits
'80s, '90s & Today
Hip Hop Hits
Weekly Countdown
RapX
Chill
'90s Alternative
72

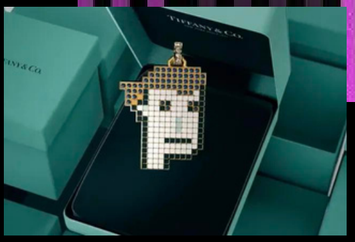
Now: we have to come to them











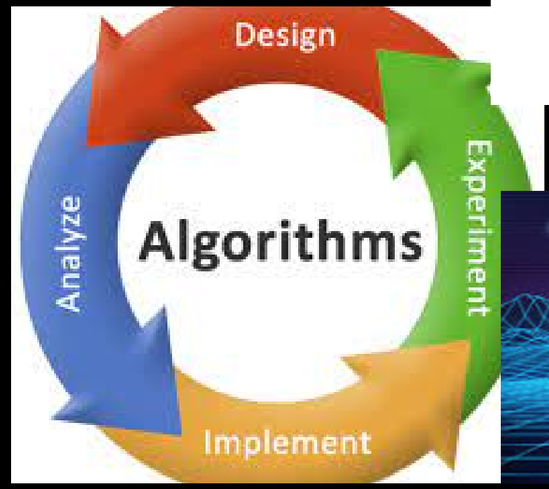








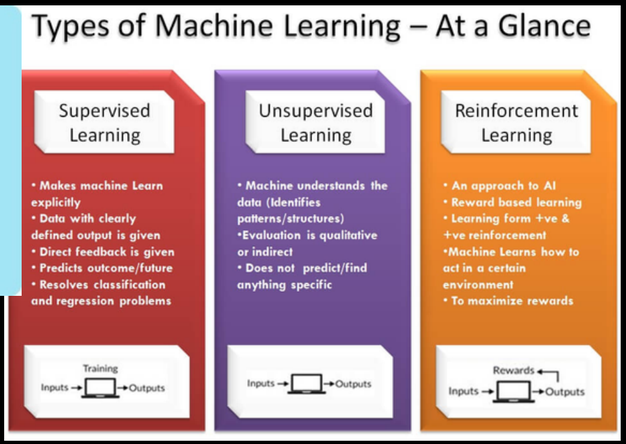












New Paid Verification Model

Meta

Paid verification
Proactive Acct
Monitoring/Protection
Exclusive Features
Direct Account Support
$14.99/mo

twitter

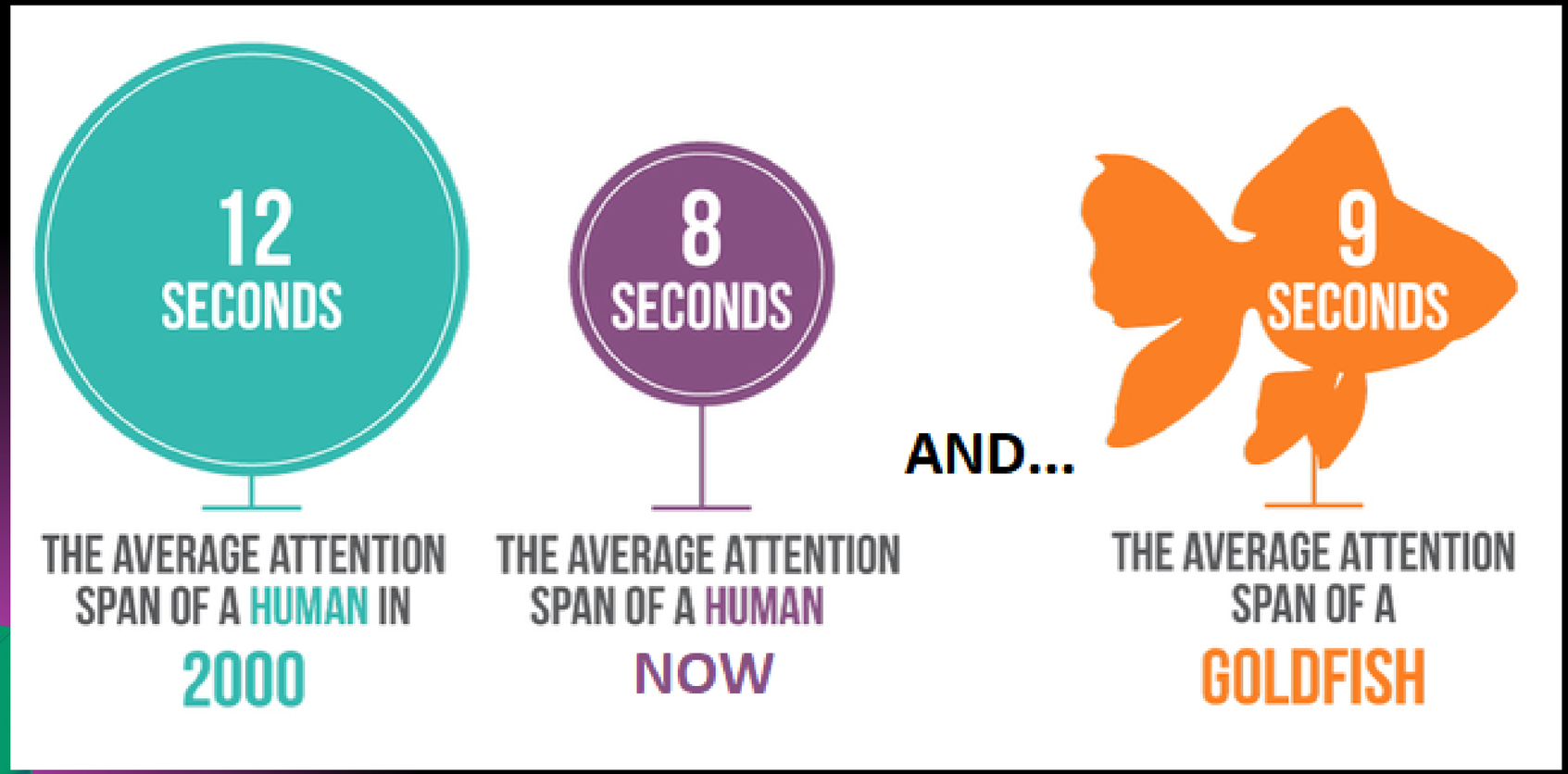
Algorithm priority
Greater visibility on timeline
Early access to new features
Edit Tweets
Grey checkmark for govt
Long form video
$11.00/mo

TikTok

TBA

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One of the main reasons attention spans are falling is due to the sheer amount of information that is being presented to people everywhere, 24/7.



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Communication is Critical

CLEAR

CONCISE

CONSISTENT



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Communication is Critical



Communication Builds Trust

Transparency and clear, ongoing communications around key issues in Turlock build trust in government.



Communication Supports Democracy

Clear and consistent communications through multiple channels create a better informed public and encourage wider participation in policy decisions.



Communication Builds Community

Communication around key issues allow people to find each other through shared values.

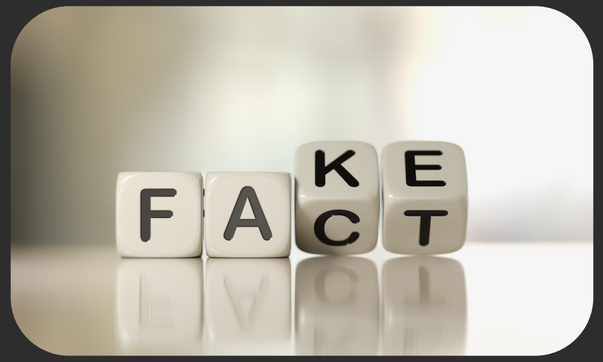
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Impacts of Poor Communication



Lack of trust and faith in government

Once people have lost faith in you, building back trust is difficult, but not impossible.



Trust in other sources who don't have the right information

If you aren't telling your story, somebody will.



Division between the public and their government

The final impact of poor comms creates frustration for all parties involved.

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Communicating is a core responsibility of government.

The role and responsibility of a Public Information Officer is to support transparency in communications around "what is happening" in City government, at scale, for a better informed public and greater access to and particpation in Democracy.

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Turlock has never had a PIO: situational awareness

- Organizational change
- Creates new workflows
- What information needs to be socialized with PIO
- Who. What. Where. How. Why. With strategic supportive sources and why political and policy awareness matters.
- PIO recommends comms strategy including PR/Media Advisory/Social Media/City Council/Staff

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DELIVERABLES

- Rewrite content for new website with new communication styles, including Newsletter and other assets
- Create top-tier UI/UX for end users
- Create video content library and photos for website
- Updating social media/web policy including content, direct message communication, content calendar
- Create outgoing message content associated with technology solutions: Chat Bot, Website, Social Media Channels

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DELIVERABLES

- Create strategy for social media posts to include growing audience through organic and "boosted" content
- Create monthly reporting for social media performance and metrics
- Create KPIs for improved reach and engagement
- Create quarterly reporting for new website including engagement, subscriptions and key performance metrics ranked by importance to users

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Good News



We are transforming communcations and implementing technology to create a better experience for all.

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PROCLAMATION

CITY OF TURLOCK INC. 1908

IN HONOR OF

NATIONAL TELECOMMUNICATORS WEEK

APRIL 9-15, 2023

WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services; and

WHEREAS, each day over one-half million Public Safety Telecommunicators answer desperate calls for help, responding with services that save the lives and property of American citizens in need of assistance; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our residents have with emergency services; and

WHEREAS, the residents of Turlock rely on their knowledge and professionalism as they make critical decisions, obtain information, and quickly dispatch needed aid; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from residents who telephone the City of Turlock Public Safety Communications Center; and

WHEREAS, each Public Safety Telecommunicators has exhibited compassion, understanding, and professionalism during the performance of their job in the past year; and

WHEREAS, our Public Safety Telecommunicators serve our citizens daily in countless ways and deserve our heartfelt appreciation.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim April 9-15, 2023 as **"NATIONAL TELECOMMUNICATORS WEEK "** in the City of Turlock and encourage all citizens of the City of Turlock to show and express appreciation for these outstanding individuals.

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 11th day of April 2023.

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

City of Turlock

Payment Register

From Payment Date: 3/17/2023 - To Payment Date: 3/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
137599	03/23/2023	Open			Accounts Payable	A-Z BUS SALES INC	$657.14		
	Invoice		Date	Description			Amount		
	INVSAC3195		01/20/2023	AIR BAG			$657.14		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$657.14		
137600	03/23/2023	Open			Accounts Payable	AFLAC	$3,311.92		
	Invoice		Date	Description			Amount		
	868701		03/17/2023	INDIVIDUAL MARCH 2023			$3,311.92		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$3,311.92		
137601	03/23/2023	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	$1,118.84		
	Invoice		Date	Description			Amount		
	344		03/10/2023	JANITORIAL SUPPLIES			$1,118.84		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,118.84		
137602	03/23/2023	Open			Accounts Payable	ALTA Language Services, Inc.	$66.00		
	Invoice		Date	Description			Amount		
	IS639779		02/28/2022	Listening & Speaking Test 2.28.23			$66.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$33.00		
	420 - WATER			420.11000 (Cash)			$33.00		
137603	03/23/2023	Open			Accounts Payable	AMERICA'S AUTO GLASS	$371.56		
	Invoice		Date	Description			Amount		
	3399		03/14/2023	ST04-7046			$371.56		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$371.56		
137604	03/23/2023	Open			Accounts Payable	AT&T / CALNET 3	$5,809.83		
	Invoice		Date	Description			Amount		
	000019653637		03/12/2023	BAN #9391034901 (T1 LINE - 4-way split)			$167.43		
	000019653495		03/12/2023	BAN #9391034847 /City-wide system 2096682612957 (2/13/23-3/12/23)			$771.97		
	000019653491		03/12/2023	BAN #9391034842 / PSF Phones 2096323265 (2/13/23-3/12/23)			$492.96		
	MULTI 3/23/23		03/12/2023	Multiple COT accounts paid on 3/23/23 (FEB-MAR 23)			$4,377.47		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$4,898.95		
	205 - Sports Facilities			205.11000 (Cash)			$41.42		
	217 - Streets - Gas Tax			217.11000 (Cash)			$4.84		
	246 - Landscape Assessment			246.11000 (Cash)			$4.84		
	255 - CDBG			255.11000 (Cash)			$2.96		
	405 - Building			405.11000 (Cash)			$77.68		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$225.52		
	420 - WATER			420.11000 (Cash)			$111.64		
	426 - Transit			426.11000 (Cash)			$200.69		
	501 - Information Technology			501.11000 (Cash)			$145.45		

Payment Register

From Payment Date: 3/17/2023 - To Payment Date: 3/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	502 - Engineering			502.11000 (Cash)			$60.85		
	505 - Fleet			505.11000 (Cash)			$34.99		
137605	03/23/2023	Open			Accounts Payable	AT&T MOBILITY	$491.24		
	Invoice		Date	Description			Amount		
	5470X03102023		03/02/2023	FIRE - FEB 03 - MAR 02, 2023			$491.24		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$491.24		
137606	03/23/2023	Open			Accounts Payable	AT&T/SBC	$34.04		
	Invoice		Date	Description			Amount		
	PD 3/7/23		03/07/2023	Acct# 234 371-3447 543 0/ Police Dept			$34.04		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$34.04		
137607	03/23/2023	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	$60.00		
	Invoice		Date	Description			Amount		
	80121224		02/28/2023	ORION CELLULAR FEBRUARY 2023			$60.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$60.00		
137608	03/23/2023	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	$1,002.01		
	Invoice		Date	Description			Amount		
	01-209322		03/06/2023	UNIT #1337			$1,002.01		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,002.01		
137609	03/23/2023	Open			Accounts Payable	BONANDER TRUCKS	$1,507.49		
	Invoice		Date	Description			Amount		
	264897		03/09/2023	VEHICLE # 1347			$383.31		
	264882		03/09/2023	VEHICLE # 1347			$929.16		
	264891		03/09/2023	VEHICLE # 1331			$349.16		
	CM262342		11/09/2022	Credit Memo			($145.24)		
	CM260646		08/24/2022	Credit Memo			($23.98)		
	272479		01/19/2023	VEHICLE # 1351			$22.24		
	CM605525		12/29/2022	Credit Memo			($7.16)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,514.65		
	426 - Transit			426.11000 (Cash)			($7.16)		
137610	03/23/2023	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	$21,900.00		
	Invoice		Date	Description			Amount		
	RI 23005930		02/08/2023	PLAN CHECK SERVICES FOR BP#22-1557			$3,500.00		
	RI 23005929		02/08/2023	PLAN CHECK SERVICES FOR BP#22-1558			$3,500.00		
	RI 23005931		02/08/2023	PLAN CHECK SERVICES FOR BP#22-1556			$3,500.00		
	RI 23005932		02/08/2023	PLAN CHECK SERVICES FOR BP#22-1555			$3,500.00		
	RI 23005922		02/08/2023	PLAN CHECK SERVICES FOR BP#22-1541			$3,250.00		
	RI 23005923		02/08/2023	PLAN CHECK SERVICES FOR BP#22-1541			$3,250.00		
	RI 23005924		02/08/2023	PLAN CHECK SERVICES FOR BP#22-1540			$1,400.00		
	Paying Fund			Cash Account			Amount		
	405 - Building			405.11000 (Cash)			$21,900.00		

Payment Register

From Payment Date: 3/17/2023 - To Payment Date: 3/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137611	03/23/2023	Open			Accounts Payable	BURTON'S FIRE, INC	$58.64		

Invoice	Date	Description	Amount
S 59832	03/07/2023	SWITCH FOOT	$58.64

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$58.64

137612	03/23/2023	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	$150.00		

Invoice	Date	Description	Amount
230050147	01/05/2023	CONFIDENTIAL VICTIM MEDICAL EXPENSE E6600090572901	$150.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$150.00

137613	03/23/2023	Open			Accounts Payable	CAROLLO ENGINEERS	$98,790.50		

Invoice	Date	Description	Amount
FB27470	08/31/2022	18-69 Surface Water Distribution System Improv Phase 1-8/31/22	$56,241.49
FB32205	12/31/2022	18-69 Surface Water Dist System Improv Phase-thru 12/31/22	$42,549.01

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$98,790.50

137614	03/23/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	$272.65		

Invoice	Date	Description	Amount
0000051031123	03/11/2023	8203 13 680 0000051 / City Hall (TV service)	$272.65

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$51.66
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$34.59
420 - WATER	420.11000 (Cash)	$34.60
501 - Information Technology	501.11000 (Cash)	$151.80

137615	03/23/2023	Open			Accounts Payable	CITYGATE ASSOCIATES LLC	$4,859.64		

Invoice	Date	Description	Amount
31192	02/28/2023	FINAL FIRE MASTER PLAN REPORT PRESENTATION	$4,859.64

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$4,859.64

137616	03/23/2023	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	$4,963.00		

Invoice	Date	Description	Amount
MW-2-23	02/28/2023	MONTHLY WEED CONTROL SERVICES - FEB 2023	$3,293.00
MP-2-23	02/28/2023	MONTHLY PEST CONTROL SERVICES - FEB 2023	$1,670.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$430.00
217 - Streets - Gas Tax	217.11000 (Cash)	$303.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$3,195.00
416 - Recycled Water Sales	416.11000 (Cash)	$75.00
420 - WATER	420.11000 (Cash)	$755.00
426 - Transit	426.11000 (Cash)	$60.00
505 - Fleet	505.11000 (Cash)	$145.00

Payment Register

From Payment Date: 3/17/2023 - To Payment Date: 3/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137617	03/23/2023	Open			Accounts Payable	Confluence Engineering Group LLC	$13,970.00		
	Invoice		Date	Description			Amount		
	07-0133TRLKWQSP2		02/28/2023	BILLING PERIOD 2/1 - 2/28/23			$13,970.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$13,970.00		
137618	03/23/2023	Open			Accounts Payable	CRESCENT SURPLUS INC	$108.90		
	Invoice		Date	Description			Amount		
	373963		03/12/2023	UNIFORM- NATALIE SOTO			$70.11		
	K73963		03/12/2023	UNIFORM- NATALIE SOTO			$6.46		
	K73952		03/12/2023	UNIFORM- TYLER WARD			$6.46		
	K73961		03/12/2023	UNIFORM- BRANDON RUIZ			$6.46		
	K73960		03/12/2023	UNIFORM- BRANDON RUIZ			$19.41		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$108.90		
137619	03/23/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	$3,265.92		
	Invoice		Date	Description			Amount		
	67327		03/12/2023	Unarmed Private Security Services Transit Center-3/6/23-3/12/23			$3,265.92		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$3,265.92		
137620	03/23/2023	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	$5.62		
	Invoice		Date	Description			Amount		
	S5808938.001		03/14/2023	Outlet strap, GFCI plate			$5.62		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$5.62		
137621	03/23/2023	Open			Accounts Payable	ELK GROVE AUTO GROUP	$44,806.04		
	Invoice		Date	Description			Amount		
	0006140		02/24/2023	2022 CHEVROLET SILVERADO			$44,806.04		
	Paying Fund			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			$44,806.04		
137622	03/23/2023	Open			Accounts Payable	ENGINEERED FIRE SYST INC	$2,000.00		
	Invoice		Date	Description			Amount		
	19397		03/01/2023	PLAN CHECKING SERVICE - FEB 2023			$2,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,000.00		
137623	03/23/2023	Open			Accounts Payable	FASTENAL COMPANY INC	$402.81		
	Invoice		Date	Description			Amount		
	CATUR185891		03/01/2023	Miscellaneous supplies for Electrical			$171.44		
	CATUR186001		03/08/2023	Coupling Nuts			$59.93		
	CATUR186003		03/08/2023	Hex Cap Screw, Hex Drive			$45.33		
	CATUR186004		03/08/2023	Supplies for Street Lights			$126.11		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$186.04		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$216.77		
137624	03/23/2023	Open			Accounts Payable	FEDERAL EXPRESS	$129.31		
	Invoice		Date	Description			Amount		
	8-071-07525		03/17/2023	SHIPPING CHARGES 3/17/23			$129.31		

Payment Register

From Payment Date: 3/17/2023 - To Payment Date: 3/23/2023

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)			$94.74		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$34.57		
137625	03/23/2023	Open			Accounts Payable	FIRST ALARM WELLNESS	$7,200.00		
	Invoice		Date	Description			Amount		
	1459		03/02/2023	Covid Management Services Jan 2023			$3,712.50		
	1460		03/02/2023	Covid Management Services Feb 2023			$3,487.50		
	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			$7,200.00		
137626	03/23/2023	Open			Accounts Payable	FRANCHISE TAX BOARD	$1,856.86		
	Invoice		Date	Description			Amount		
	03152023WILSON		03/17/2023	3-15-23 PAYROLL WITHHOLDING			$1,856.86		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$1,856.86		
137627	03/23/2023	Open			Accounts Payable	GILLIG LLC	$1,528.73		
	Invoice		Date	Description			Amount		
	40996691		01/13/2023	LINE #82-45694-000			$1,528.73		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$1,528.73		
137628	03/23/2023	Open			Accounts Payable	GRAINGER INC, W W	$542.01		
	Invoice		Date	Description			Amount		
	9617080784		02/21/2023	V-Belt			$54.66		
	9618365523		02/22/2023	Compound Gauge			$324.19		
	9629171118		03/03/2023	Fans, Cord Sets			$163.16		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$378.85		
	420 - WATER			420.11000 (Cash)			$163.16		
137629	03/23/2023	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	$2,364.99		
	Invoice		Date	Description			Amount		
	294823		03/10/2023	Chlorine Sensor SS Tip			$2,364.99		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,364.99		
137630	03/23/2023	Open			Accounts Payable	HILMAR LUMBER INC	$324.68		
	Invoice		Date	Description			Amount		
	591911		03/08/2023	SCADA Supplies			$171.38		
	592570		03/13/2023	Misc WQC Supplies			$153.30		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$324.68		
137631	03/23/2023	Open			Accounts Payable	HILMAR READY MIX	$134.84		
	Invoice		Date	Description			Amount		
	11936		02/17/2023	Porta Mix Concrete			$134.84		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$134.84		

Payment Register

From Payment Date: 3/17/2023 - To Payment Date: 3/23/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137632	03/23/2023	Open			Accounts Payable	Hinderliter, de Llamas and Associates	$4,000.00		
	Invoice		Date	Description			Amount		
	SIN026285		02/28/2023	Cannabis Management Program - Compliance Inspections - Feb 2023			$4,000.00		
	Paying Fund			Cash Account			Amount		
	117 - Cannabis			117.11000 (Cash)			$4,000.00		
137633	03/23/2023	Open			Accounts Payable	HSQ INC	$18,030.00		
	Invoice		Date	Description			Amount		
	231845		12/16/2022	Maint. Support 10/27/2022-10/26/2023			$18,030.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$9,015.00		
	420 - WATER			420.11000 (Cash)			$9,015.00		
137634	03/23/2023	Open			Accounts Payable	HUNT & SONS, INC.	$4,943.44		
	Invoice		Date	Description			Amount		
	8959		02/14/2023	Lubricating Oil and Miscellaneous Products			$4,943.44		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,070.12		
	217 - Streets - Gas Tax			217.11000 (Cash)			$337.45		
	246 - Landscape Assessment			246.11000 (Cash)			$337.45		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$817.87		
	426 - Transit			426.11000 (Cash)			$2,380.55		
137635	03/23/2023	Open			Accounts Payable	iFlow Energy Solutions, Inc.	$36,728.29		
	Invoice		Date	Description			Amount		
	102566		03/03/2023	200 QTY ULTRASONIC WATER METERS			$36,728.29		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$36,728.29		
137636	03/23/2023	Open			Accounts Payable	INTERSTATE TRUCK CTR	$250.00		
	Invoice		Date	Description			Amount		
	02P431146		03/03/2023	VEHICLE 7054			$250.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$250.00		
137637	03/23/2023	Open			Accounts Payable	Jantzen, Stephanie	$12,500.00		
	Invoice		Date	Description			Amount		
	March 2023		03/20/2023	Strategic Communications Consultant for March 2023			$12,500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$12,500.00		
137638	03/23/2023	Open			Accounts Payable	JORGENSEN & CO INC	$612.37		
	Invoice		Date	Description			Amount		
	6056722		03/14/2023	PD FLEET - FIRE EXT ANNUAL MAINT & NEW FIRE EXT (13) QTY			$612.37		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$612.37		
137639	03/23/2023	Open			Accounts Payable	KEENAN & ASSOCIATES	$27,388.75		
	Invoice		Date	Description			Amount		
	282933		12/01/2022	Third Quarter Annual Workers Comp			$27,388.75		
	Paying Fund			Cash Account			Amount		
	510 - Workers Compensation Ins			510.11000 (Cash)			$27,388.75		

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137640	03/23/2023	Open			Accounts Payable	LEAGUE OF CA CITIES	$500.00		
	Invoice		Date	Description			Amount		
	INV-02499		02/15/2023	2023 LOCAL STREETS AND ROADS NEEDS ASSESSMENT			$500.00		
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			$500.00		
137641	03/23/2023	Open			Accounts Payable	Life-Assist, Inc	$599.48		
	Invoice		Date	Description			Amount		
	1301163		03/10/2023	I-GEL SUPRAGLOTTIC AIRWAY			$599.48		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$599.48		
137642	03/23/2023	Open			Accounts Payable	LUSTRE-CAL NAMEPLATE CORP	$602.09		
	Invoice		Date	Description			Amount		
	187303		02/06/2023	VENDING MACHINE LABELS-BUSINESS LICENSE			$602.09		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$602.09		
137643	03/23/2023	Open			Accounts Payable	Malm Fagundes LLP	$4,790.74		
	Invoice		Date	Description			Amount		
	33704		02/08/2023	Professional services rendered through 1/31/23			$2,099.87		
	33745		03/03/2023	Professional services rendered through 2/28/23			$2,690.87		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$4,790.74		
137644	03/23/2023	Open			Accounts Payable	Mark Thomas & Company, Inc.	$14,788.61		
	Invoice		Date	Description			Amount		
	46671		02/26/2023	22-001 CM for Projects for 2022 Const for Roads Prog-2/26/23			$14,788.61		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$14,788.61		
137645	03/23/2023	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	$348.77		
	Invoice		Date	Description			Amount		
	38324037		03/08/2023	MARTIN MARIETTA - ASPHALT			$87.81		
	38336790		03/09/2023	MARTIN MARIETTA - ASPHALT			$142.94		
	38348183		03/10/2023	MARTIN MARIETTA - ASPHALT			$118.02		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$348.77		
137646	03/23/2023	Open			Accounts Payable	MOTOROLA INC	$5,673.96		
	Invoice		Date	Description			Amount		
	8281531500		12/13/2022	PORTABLE RADIO			$103.56		
	8281575293		03/19/2023	PORTABLE RADIO			$5,432.26		
	8281587455		03/08/2023	PORTABLE RADIO			$138.14		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,673.96		
137647	03/23/2023	Open			Accounts Payable	NEXT LEVEL PARTS INC	$4,162.26		
	Invoice		Date	Description			Amount		
	8577-397575		03/09/2023	REF # 666648			$401.11		
	8577-397552		03/08/2023	VEHICLE # 1140			$92.86		
	8577-397553		03/08/2023	VEHICLE # ST04-7102			$200.56		

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	8577-397319		03/06/2023	VEHICLE # FR08-286			$200.56			
	8577-397312		03/06/2023	VEHICLE # EL03-678			$200.56			
	8577-397361		03/06/2023	VEHICLE # UT95-619			$15.38			
	8577-397412		03/07/2023	REF # 666378			$38.13			
	8577-397096		03/01/2023	REF # 665860			$108.34			
	8577-397593		03/09/2023	Refund Ori Inv 397575,397553, & 397319			($95.59)			
	8577-397586		03/09/2023	VEHICLE # POL08-1283			$297.89			
	8577-397495		03/08/2023	VEHICLE # ST99-4819			$32.69			
	8577-397188		03/02/2023	VEHICLE # AD08-0439			$276.75			
	8577-397315		03/06/2023	REF # 666222			$52.23			
	8577-397354		03/06/2023	VEHICLE # UT95-619			$42.61			
	8577-397328		03/06/2023	VEHICLE # REC98-001			$115.54			
	8577-397475		03/07/2023	REF # 666492			$241.72			
	8577-397632		03/09/2023	REF # 666759			$45.34			
	8577-397614		03/09/2023	REF # 666720			$122.88			
	8577-397599		03/09/2023	VEHICLE # 668PA			$45.49			
	8577-397522		03/08/2023	VEHICLE # 1051PP			$51.68			
	8577-397408		03/07/2023	Refund Ori Inv 397354			($15.38)			
	8577-397577		03/09/2023	Refund Ori Inv 397328			($35.65)			
	8577-397774		03/13/2023	VEHICLE # CL20-861			$160.75			
	8577-397776		03/13/2023	REF # 666993			$12.48			
	8577-397694		03/10/2023	REF # 666859			$87.40			
	8577-397773		03/13/2023	VEHICLE # CL20-860			$465.13			
	8577-397775		03/13/2023	VEHICLE # POL19-1347			$357.44			
	8577-397777		03/13/2023	REF # 666992			$272.04			
	8577-397874		03/14/2023	VEHICLE # POL19-1350			$371.32			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$2,607.09			
	217 - Streets - Gas Tax			217.11000 (Cash)			$247.49			
	246 - Landscape Assessment			246.11000 (Cash)			$276.75			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$668.49			
	420 - WATER			420.11000 (Cash)			$200.56			
	426 - Transit			426.11000 (Cash)			$161.88			
137648	03/23/2023	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC		$3,273.60		
	Invoice		Date	Description			Amount			
	21780		02/28/2023	SR04, 20-013 Water and Sewer Main Exten - Golden State- 2/28/23			$3,273.60			
	Paying Fund			Cash Account			Amount			
	412 - Sewer Construction			412.11000 (Cash)			$1,636.80			
	421 - Water Line Construction			421.11000 (Cash)			$1,636.80			
137649	03/23/2023	Open			Accounts Payable	OREILLY AUTO PARTS		$476.10		
	Invoice		Date	Description			Amount			
	2800-299688		03/09/2023	VEHICLE 1347			$44.81			
	2800-299892		03/10/2023	ITEM # S761			$68.76			
	2800-300587		03/13/2023	ITEM #S761			$68.76			
	2800-299245		03/08/2023	VEHICLE #34724			$160.72			
	2800-298723		03/06/2023	REC98-001			$11.73			
	2800-299051		03/07/2023	ST99-4819			$52.32			

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	2800-298594		03/06/2023	ITEM #422			$69.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$194.06		
	217 - Streets - Gas Tax			217.11000 (Cash)			$52.32		
	426 - Transit			426.11000 (Cash)			$229.72		
137650	03/23/2023	Open			Accounts Payable	OTIS ELEVATOR CO INC	$7,525.00		
	Invoice		Date	Description			Amount		
	SW17597001		01/18/2023	PSF ELEVATOR 1 (FIRE ELEVATOR) BATTERY REPAIR			$7,525.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,525.00		
	116 - Special Public Safety			116.11000 (Cash)			$2,000.00		
137651	03/23/2023	Open			Accounts Payable	P G & E	$69,330.82		
	Invoice		Date	Description			Amount		
	701 WLNT 3/14/23		03/14/2023	6224543828-8 / 701 S Walnut Rd			$1,795.50		
	FIRE#2 3/10/23		03/10/2023	6182877164-4 / 791 S Walnut Rd			$66.61		
	AC 3/10/23		03/10/2023	6266210492-6 / 801 S Walnut Rd			$614.39		
	WLNT#E 3/10/23		03/10/2023	6141210500-1 / 701 S Walnut Rd E			$8.38		
	WQC 3/10/23		03/10/2023	6349543820-0 / 901 S Walnut Rd			$850.93		
	WLNT #A 3/14/23		03/14/2023	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station			$14,168.46		
	WQC 03/10/23		03/10/2023	6307877156-3 / 901 S Walnut Rd			$39,276.81		
	FIRE#4 3/15/23		03/15/2023	7556584382-0 / 2820 N Walnut-Fire #4			$197.26		
	PSF 3/14/23		03/14/2023	8391988340-1 / 244 N Broadway-PSF			$8,082.79		
	TRANSIT2 3/14/23		03/14/2023	9448303839-7 / 1418 N Golden State Blvd Ste 2			$604.99		
	TRANSIT1 3/14/23		03/14/2023	0913752739-7 / 1418 N Golden State Blvd Ste 1			$425.55		
	CNG 3/14/23		03/14/2023	8466606707-3 / 901 S Walnut Rd CNG			$3,239.15		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$8,961.05		
	217 - Streets - Gas Tax			217.11000 (Cash)			$8.38		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$40,127.74		
	426 - Transit			426.11000 (Cash)			$15,199.00		
	505 - Fleet			505.11000 (Cash)			$5,034.65		
137652	03/23/2023	Open			Accounts Payable	Platt Electric Supply	$878.01		
	Invoice		Date	Description			Amount		
	3R84363		02/14/2023	Supplies for PD plugs			$38.80		
	3R98402		02/23/2023	Streetlight supplies			$468.11		
	3S78402		02/28/2023	WQC supplies for DCB-1			$62.61		
	3S78996		02/28/2023	4' lamps for PD			$247.39		
	3T98466		03/15/2023	Silicone			$61.10		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$286.19		
	246 - Landscape Assessment			246.11000 (Cash)			$468.11		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$123.71		
137653	03/23/2023	Open			Accounts Payable	PROTECH SECURITY/ELEC INC	$119.00		
	Invoice		Date	Description			Amount		
	21528		01/01/2023	TRANSIT CENTER - BURGLARY MONITORING - JAN 2023			$40.00		
	21532		01/01/2023	TRANSIT CENTER - FIRE MONITORING - JAN 2023			$79.00		

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	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$119.00		
137654	03/23/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	$27,392.80		
	Invoice		Date	Description			Amount		
	99075		02/28/2023	SR05, 22-001 Supplemental Services for Packages 1 & 3-2/28/23			$24,142.80		
	97638		12/31/2022	SR01, 20-027 Drinking Water Chlorination-12/1/22-12/31/22			$3,250.00		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$24,142.80		
	420 - WATER			420.11000 (Cash)			$3,250.00		
137655	03/23/2023	Open			Accounts Payable	River City Geoprof. dba Universal Eng. Sciences	$987.50		
	Invoice		Date	Description			Amount		
	00693160		01/18/2023	SR 09, 20-013 Water and Sewer Main Golden State Blv-1/18/23			$987.50		
	Paying Fund			Cash Account			Amount		
	421 - Water Line Construction			421.11000 (Cash)			$987.50		
137656	03/23/2023	Open			Accounts Payable	ROLAND PHD,JOCELYN E	$1,000.00		
	Invoice		Date	Description			Amount		
	21282		03/01/2023	FIRE - MARCH 2023			$1,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,000.00		
137657	03/23/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$1,069.97		
	Invoice		Date	Description			Amount		
	3031648384		03/10/2023	VEHICLE # 1361			$585.38		
	3031003116		01/20/2023	Refund Ori Inv 3030993626			($406.15)		
	3030400287		12/05/2022	VEHICLE # 1136			$108.63		
	3030347083		11/30/2022	Refund Ori Inv 3030335002			($108.63)		
	3031679979		03/13/2023	BRACKET - ENGINE FRONT SUPPORT			$445.37		
	3031676362		03/13/2023	INSULATOR ASY			$445.37		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,069.97		
137658	03/23/2023	Open			Accounts Payable	SAN JOAQUIN VALLEY	$577.00		
	Invoice		Date	Description			Amount		
	N156521		03/02/2023	23/24 ANNUAL PERMITS - FACILITY ID#N8951			$577.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$577.00		
137659	03/23/2023	Open			Accounts Payable	SCOTTS PPE RECON	$5,143.89		
	Invoice		Date	Description			Amount		
	38504		02/28/2023	TURNOUT GEAR REPAIRS - FEB 2023			$5,143.89		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,143.89		
137660	03/23/2023	Open			Accounts Payable	SEEGERS PRINTING INC	$206.39		
	Invoice		Date	Description			Amount		
	0140329-IN		12/13/2022	Business Cards Abram and Bixel			$206.39		

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	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$206.39		
137661	03/23/2023	Open			Accounts Payable	SHARPENING SHOP	$510.48		
	Invoice		Date	Description			Amount		
	393634		03/09/2023	VEHICLE 9018			$510.48		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			$510.48		
137662	03/23/2023	Open			Accounts Payable	SOLUTION SIX:8, INC.	$3,600.00		
	Invoice		Date	Description			Amount		
	25718		03/13/2023	BACKGROUND CHECKS FOR FLAVOR FARMS			$3,600.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,600.00		
137663	03/23/2023	Open			Accounts Payable	SOUTHERN TIRE MART	$50.00		
	Invoice		Date	Description			Amount		
	7320004226		03/13/2023	VEHICLE # ST04-7046			$50.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$50.00		
137664	03/23/2023	Open			Accounts Payable	STANISLAUS CO SHERIFF'S	$12,316.00		
	Invoice		Date	Description			Amount		
	2903		03/07/2023	CLASS 189-22 9/26/22 - 2/10/23			$12,316.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$12,316.00		
137665	03/23/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13		
	Invoice		Date	Description			Amount		
	03152023BECCHETT		03/17/2023	3-15-23 PAYROLL WITHHOLDING			$439.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$439.13		
137666	03/23/2023	Open			Accounts Payable	T I D	$311,047.75		
	Invoice		Date	Description			Amount		
	083201 - MAR 23		03/09/2023	ACC#0832010000 - MAR 2023			$10,299.93		
	183201 - MAR 23		03/10/2023	ACC#1832010000 - MAR 2023			$11,020.11		
	283201 - MAR 23		03/10/2023	ACC#2832010000 - MAR 2023			$10,180.88		
	383201 - MAR 23		03/09/2023	ACC#3832010000 - MAR 2023			$4,213.69		
	483201 - MAR 23		03/10/2023	ACC#4832010000 - MAR 2023			$175,971.90		
	683201 - MAR 23		03/09/2023	ACC#6832010000 - MAR 2023			$5,885.21		
	773201 - MAR 23		03/09/2023	ACC#7732010000 - MAR 2023			$12,356.73		
	873201 - MAR 23		03/09/2023	ACC#8732010000 - MAR 2023			$10,400.22		
	973201 - MAR 23		03/10/2023	ACC#9732010000 - MAR 2023			$70,719.08		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$19,452.98		
	205 - Sports Facilities			205.11000 (Cash)			$2,838.85		
	216 - Streets - Local Transportation			216.11000 (Cash)			$27,465.72		
	217 - Streets - Gas Tax			217.11000 (Cash)			$137.65		
	246 - Landscape Assessment			246.11000 (Cash)			$14,311.35		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$164,034.85		
	416 - Recycled Water Sales			416.11000 (Cash)			$5,513.41		
	420 - WATER			420.11000 (Cash)			$73,808.73		
	426 - Transit			426.11000 (Cash)			$1,541.90		

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	505 - Fleet			505.11000 (Cash)		$1,942.31			
137667	03/23/2023	Open			Accounts Payable	TANK TOWN MEDIA LLC	$228.00		
	Invoice		Date	Description		Amount			
	85241		03/03/2023	Water Treatment Plant Opr Sr 3.3.2023-3.10.23		$228.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$228.00			
137668	03/23/2023	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	$2,131.42		
	Invoice		Date	Description		Amount			
	383123		02/28/2022	Exec Admin Asst/CM's Office/Deputy City Clk 2.15.23		$569.00			
	383940		02/28/2022	Animal Services Supv 2.19.23-2.26.23		$564.50			
	373484		02/28/2023	LEGAL AD FOR ASSET SEIZURE		$249.48			
	377401		02/28/2023	LEGAL AD FOR ASSET SEIZURE		$249.48			
	379547		02/28/2023	LEGAL AD FOR ASSET SEIZURE		$249.48			
	380828		02/28/2023	LEGAL AD FOR ASSET SEIZURE		$249.48			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$2,131.42			
137669	03/23/2023	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	$1,527.92		
	Invoice		Date	Description		Amount			
	1131510		03/07/2023	INSTALLATION OF DRINKING FOUNTAIN		$1,156.67			
	1133051		03/01/2023	ST#31 - KITCHEN SINKS BACKING UP		$371.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,527.92			
137670	03/23/2023	Open			Accounts Payable	TID	$1,299.53		
	Invoice		Date	Description		Amount			
	044015008 Feb 23		02/21/2023	1801 S Walnut irrigation summary statement		$401.93			
	044010039 Feb 23		02/21/2023	Turlock - 20 acres		$748.00			
	044010040 Feb 23		02/21/2023	2013 W Linwood		$149.60			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1,149.93			
	420 - WATER			420.11000 (Cash)		$149.60			
137671	03/23/2023	Open			Accounts Payable	TOWER ENTERPRISE	$1,080.48		
	Invoice		Date	Description		Amount			
	7187		03/15/2023	PRE-EMPLOYMENT EVAL		$540.24			
	54EM2		03/07/2023	PRE-EMPLOYMENT EVAL		$540.24			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,080.48			
137672	03/23/2023	Open			Accounts Payable	TURLOCK JOURNAL	$400.64		
	Invoice		Date	Description		Amount			
	329324		12/31/2022	Principal HR Analyst Sr. 12.21.22-12.31.22		$400.64			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$400.64			
137673	03/23/2023	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	$916,332.17		
	Invoice		Date	Description		Amount			
	NOV 2022 TRUE UP		03/21/2023	NOVEMBER 2022 TRUE UP		$196,601.43			
	DEC 2022 TRUE UP		03/21/2023	DECEMBER 2022 TRUE UP		$165,825.88			
	JAN 2023 TRUE UP		03/21/2023	JANUARY 2023 TRUE UP		$226,367.31			
	FEB 2023 TRUE UP		03/21/2023	FEBRUARY 2023 TRUE UP		$327,537.55			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$916,332.17			
137674	03/23/2023	Open			Accounts Payable	UNITED RENTAL INC		$1,828.16		
	Invoice		Date	Description			Amount			
	216109694-001		02/20/2023	FORKLIFT FOR CLASS			$1,828.16			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,828.16			
137675	03/23/2023	Open			Accounts Payable	VERIZON WIRELESS		$8,099.08		
	Invoice		Date	Description			Amount			
	9929263751		03/03/2023	FIRE FEB 04 - MAR 03, 2023			$262.07			
	9929263750		03/03/2023	POLICE FEB 04 - MAR 03			$2,961.04			
	9929263749		03/03/2023	972530635-00001 - HUMAN RESOURCES (02/4-03/03)			$60.03			
	9929263759		03/03/2023	972530635-00031 - IT (02/04 - 03/03)			$65.96			
	9929263763		03/03/2023	972530635-00037-UTILITY METER WELL SITES - MASTER RADIO (2/4-3/3)			$44.19			
	9929263753		03/03/2023	972530635-00024 BUILDING & PLANNING (2/4 - 3/3)			$301.54			
	9929263754		03/03/2023	972530635-00025 HOUSING (02/04 - 03/03)			$40.82			
	9929263760		03/03/2023	972530635-00032 ELECTRICAL (02/04 - 03/03)			$361.13			
	9929263755		03/03/2023	972530635-00026 CM/CITY CLERK/COUNCIL/FIN. DIR/EXE.AST(2/4-3/3)			$418.45			
	9929263761		03/03/2023	972530635-00033 - TRANSIT (02/04 - 03/03)			$334.29			
	9929263762		03/03/2023	972530635-00036 - PUBLIC WORKS MAIN. TABLETS(2/4 - 3/3)			$760.20			
	9929263758		03/03/2023	972530635-00030 WQC (02/04 - 03/03)			$519.60			
	9929263752		03/03/2023	972530635-00023 ENGINEERING (02/04 - 03/03)			$595.31			
	9929263757		03/03/2023	972530635-00029 UTILITIES (02/04 - 03/03)			$1,374.45			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$3,682.49			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$11.94			
	205 - Sports Facilities			205.11000 (Cash)			$38.01			
	217 - Streets - Gas Tax			217.11000 (Cash)			$152.04			
	240 - Small Equipment Replacement			240.11000 (Cash)			$186.05			
	246 - Landscape Assessment			246.11000 (Cash)			$496.13			
	255 - CDBG			255.11000 (Cash)			$40.82			
	405 - Building			405.11000 (Cash)			$218.58			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,358.94			
	420 - WATER			420.11000 (Cash)			$808.66			
	426 - Transit			426.11000 (Cash)			$334.29			
	501 - Information Technology			501.11000 (Cash)			$65.96			
	502 - Engineering			502.11000 (Cash)			$595.31			
	505 - Fleet			505.11000 (Cash)			$109.86			
137676	03/23/2023	Open			Accounts Payable	Viking Shred, LLC		$850.10		
	Invoice		Date	Description			Amount			
	51126596		03/07/2023	CITY WIDE SHREDDING - MAR 2023			$850.10			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$828.10			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$22.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137677	03/23/2023	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	$750.00		
	Invoice		Date	Description			Amount		
	12-3532		03/01/2023	Project Management Software Tool for Capital Projects-March 2023			$750.00		
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			$750.00		
137678	03/23/2023	Open			Accounts Payable	WEST COAST ARBORISTS INC	$33,763.95		
	Invoice		Date	Description			Amount		
	196718		02/15/2023	WEST COAST ARBORISTS - TREE TRIMMING			$7,837.50		
	197230		02/28/2023	WEST COAST ARBORISTS - TREE TRIMMING			$2,037.75		
	197227		02/28/2023	WEST COAST ARBORISTS - TREE TRIMMING			$9,248.25		
	197213		02/28/2023	WEST COAST ARBORISTS - TREE TRIMMING			$8,997.45		
	197214		02/28/2023	WEST COAST ARBORISTS - TREE TRIMMING			$5,643.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$9,875.25		
	205 - Sports Facilities			205.11000 (Cash)			$8,997.45		
	246 - Landscape Assessment			246.11000 (Cash)			$5,643.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$9,248.25		
137679	03/23/2023	Open			Accounts Payable	WEXBANK	$215.00		
	Invoice		Date	Description			Amount		
	87872752		03/15/2023	SHELL FUEL 3-15-22 STATEMENT			$215.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$215.00		
137680	03/23/2023	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	$762.55		
	Invoice		Date	Description			Amount		
	S2134190.001		03/15/2023	Timer for Well Sand Separators			$84.73		
	S2134191.001		03/15/2023	Control Panel			$677.82		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$677.82		
	420 - WATER			420.11000 (Cash)			$84.73		
137681	03/23/2023	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	$453.00		
	Invoice		Date	Description			Amount		
	928012		03/10/2023	Add: Dwelling 2065 Cody Ct			$183.00		
	928806		03/14/2023	Add: Dwelling 570 Jason Dr			$270.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$453.00		
137682	03/23/2023	Open			Accounts Payable	WOOD CONSTRUCTION INC, DA	$199,932.20		
	Invoice		Date	Description			Amount		
	PP5/CP 22-001&17		02/28/2023	22-001 & 22-017 Wayside Dr Reconstruction & Sewer Replac-2/28/23			$199,932.20		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$113,961.36		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$85,970.84		
137683	03/23/2023	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	$984.20		
	Invoice		Date	Description			Amount		
	INV00138272		03/01/2023	HOSTED FIRE RMS - APR 2023			$930.12		
	INV00138271		03/01/2023	HOSTED THIRD PARTY ACCESS - APR 2023			$54.08		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			$984.20		
137684	03/23/2023	Open			Accounts Payable	Adaptive Integration, Jay Silver	$1,450.00		
	Invoice		Date	Description			Amount		
	458		03/14/2023	Emergency Site Work			$1,450.00		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			$1,450.00		
137685	03/23/2023	Open			Accounts Payable	Bublak, Amy	$1,756.40		
	Invoice		Date	Description			Amount		
	TR 4788		02/27/2023	91st Winter Meeting US Mayor Conference 1/15/23-1/20/23			$1,756.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,756.40		
137686	03/23/2023	Open			Accounts Payable	DEOL, SUKHMINDER	$573.68		
	Invoice		Date	Description			Amount		
	TR4781 PER DIEM		03/17/2023	2023 PLANNING COMMISSIONERS ACADEMY TR4781 03/28-03/31/23			$573.68		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$573.68		
137687	03/23/2023	Open			Accounts Payable	Eddy, Sarah	$700.00		
	Invoice		Date	Description			Amount		
	FY22/23-PROF DEV		03/12/2023	FY22/23 Professional Development			$700.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$700.00		
137688	03/23/2023	Open			Accounts Payable	EDDY, SARAH	$1,403.08		
	Invoice		Date	Description			Amount		
	Comp Loan-FY2223		03/20/2023	MGMT Computer Loan FY 22/23			$1,403.08		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,403.08		
137689	03/23/2023	Open			Accounts Payable	GUERRERO, CARLOS	$510.48		
	Invoice		Date	Description			Amount		
	FY22/23-Prof Dev		03/05/2023	PROFESSIONAL DEVELOPMENT FY22/23			$510.48		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$255.24		
	420 - WATER			420.11000 (Cash)			$255.24		
137690	03/23/2023	Open			Accounts Payable	JIM FERNANDES CONSTRUCTION	$600.00		
	Invoice		Date	Description			Amount		
	GP 21-025G		03/18/2023	REFUND DUST SECURITY 21-025G 3135 HUMPHREY CT			$600.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$600.00		
137691	03/23/2023	Open			Accounts Payable	JIM FERNANDES CONSTRUCTION	$12,144.26		
	Invoice		Date	Description			Amount		
	EP22-031E		03/18/2023	REFUND IMPROVEMENT SECURITY & WATER METER 22-031E			$12,144.26		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$11,094.26		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER			420.11000 (Cash)		$1,050.00			
137692	03/23/2023	Open			Accounts Payable	TEXAS ROADHOUSE INTERMEDIARY LLC	$45,000.00		
	Invoice		Date	Description		Amount			
	GP 21-027G		03/18/2023	IMPROVEMENT SECURITY 21-027G 1665 COUNTRYSIDE DR (NO EP)		$45,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$45,000.00			
137693	03/23/2023	Open			Accounts Payable	TID	$600.00		
	Invoice		Date	Description		Amount			
	GP 19-026G		03/18/2023	REFUND DUST SECURITY 19-026G 1105 N BROADWAY		$600.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$600.00			
Type Check Totals:					95 Transactions		$2,041,303.71		
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	$2,041,303.71	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$2,041,303.71	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	$2,041,303.71	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$2,041,303.71	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**95**	**$2,041,303.71**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**95**	**$2,041,303.71**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**95**	**$2,041,303.71**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**95**	**$2,041,303.71**	**$0.00**

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
137694	03/30/2023	Open			Accounts Payable	AFLAC GROUP INSURANCE	$879.26		
	Invoice		Date	Description			Amount		
	A195566300		03/23/2023	GROUP MARCH 2023			$879.26		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$879.26		
137695	03/30/2023	Open			Accounts Payable	Aramark Uniform Services	$3,289.60		
	Invoice		Date	Description			Amount		
	2/28/23		02/28/2023	UNIFORM RENTAL & LAUNDRY SERVICES - FEB 2023			$3,289.60		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,114.80		
	205 - Sports Facilities			205.11000 (Cash)			$91.52		
	217 - Streets - Gas Tax			217.11000 (Cash)			$147.16		
	246 - Landscape Assessment			246.11000 (Cash)			$217.88		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,150.80		
	420 - WATER			420.11000 (Cash)			$227.80		
	426 - Transit			426.11000 (Cash)			$85.84		
	505 - Fleet			505.11000 (Cash)			$253.80		
137696	03/30/2023	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	$197.95		
	Invoice		Date	Description			Amount		
	3/18/23		03/18/2023	Monthly Internet Service - 3/19-4/18/23			$197.95		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			$197.95		
137697	03/30/2023	Open			Accounts Payable	AT&T MOBILITY	$4,416.11		
	Invoice		Date	Description			Amount		
	5728X03272023		03/19/2023	287262975728 / IT & WQC			$354.56		
	5677X03272023		03/19/2023	287262975677 / WQC/Utilities Phones/Data			$998.61		
	4412X03272023		03/19/2023	995824412 / Aircards			$2,773.56		
	6865X03272023		03/19/2023	287307496865 / PD SIU Modem			$43.23		
	4173X03272023		03/19/2023	287310834173 / SIM CARDS FOR WQC			$246.15		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,597.73		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,386.84		
	420 - WATER			420.11000 (Cash)			$355.75		
	501 - Information Technology			501.11000 (Cash)			$75.79		
137698	03/30/2023	Open			Accounts Payable	BADGER DAYLIGHTING CORP	$2,972.52		
	Invoice		Date	Description			Amount		
	2480103		02/20/2023	CITY OF TURLOCK WWTP LINE FLUSHING			$2,972.52		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,972.52		
137699	03/30/2023	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	$1,368.78		
	Invoice		Date	Description			Amount		
	2/28/2023		02/28/2023	SRWA - Legal Services for 2022-23 for February 2023			$1,368.78		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	950 - SRWA - JPA			950.11000 (Cash)			$1,368.78		
137700	03/30/2023	Open			Accounts Payable	BIGLER CONSTRUCTION	$9,840.00		
	Invoice		Date	Description			Amount		
	16805		03/14/2023	22-007 Column Foundation Repair-3/14/23			$9,840.00		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			$9,840.00		
137701	03/30/2023	Open			Accounts Payable	CANAL VETERINARY HOSPITAL INC	$6,202.28		
	Invoice		Date	Description			Amount		
	295016		10/05/2022	A038083			$235.45		
	295125		10/07/2022	A038026			$255.85		
	295299		10/12/2022	A038134			$255.85		
	295300		10/12/2022	A038134 & A08171			$319.70		
	295471		10/18/2022	A034655, A034639, A037851 & A037864			$81.60		
	295568		10/19/2022	A038296			$261.80		
	295709		10/22/2022	A038104 & A038176			$40.80		
	296003		10/31/2022	A038015			$263.44		
	297703		12/14/2022	A038263			$354.45		
	297882		12/19/2022	A038345			$247.20		
	298044		12/23/2022	A038443			$243.95		
	298229		12/26/2022	A038421 & A038535			$259.45		
	298232		12/29/2022	A038041			$223.55		
	298302		12/30/2022	A038356			$186.15		
	298303		12/30/2022	A038357			$186.15		
	295756		10/24/2022	A038118			$327.84		
	298847		01/13/2023	A038354			$294.95		
	299059		01/19/2023	A038500 & A038498 & A038455			$805.80		
	299194		01/23/2023	A038381			$279.65		
	299270		01/24/2023	A038369			$354.45		
	299504		01/30/2023	A037940			$277.95		
	298797		01/12/2023	A037945			$277.95		
	298530		01/05/2023	A038343			$168.30		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$168.30		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$5,772.18		
	266 - Police Services Grants			266.11000 (Cash)			$261.80		
137702	03/30/2023	Open			Accounts Payable	CAROLLO ENGINEERS	$70,794.26		
	Invoice		Date	Description			Amount		
	FB34088		03/09/2023	CHEMICAL SYSTEM UPGRADES PROJECT SUMMARY REPORT FOR 2/23			$70,794.26		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$70,794.26		
137703	03/30/2023	Open			Accounts Payable	CHAMPION INDUSTRIAL	$12,246.07		
	Invoice		Date	Description			Amount		
	75171		02/22/2023	CHAMPION - FLEET			$673.91		
	75170		02/22/2023	CHAMPION - MUNI			$3,027.55		
	75181		02/22/2023	CHAMPION - CITY HALL			$3,949.61		
	75183		02/22/2023	CHAMPION - TPD			$4,595.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$8,544.61		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,027.55		
	505 - Fleet			505.11000 (Cash)			$673.91		
137704	03/30/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	$426.11		
	Invoice		Date	Description			Amount		
	0461088031823		03/18/2023	8203 13 001 0461088 / City Hall			$399.00		
	0703380031623		03/16/2023	8203 13 001 0703380 / IT Internet 1411 Shady LN			$27.11		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			$426.11		
137705	03/30/2023	Open			Accounts Payable	COMMUNITY VETERINARY CLIN	$394.20		
	Invoice		Date	Description			Amount		
	373927		02/02/2023	A038103 & A038411			$130.00		
	374414		02/13/2023	A038264			$60.00		
	375721		03/14/2023	A038495			$204.20		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$204.20		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$190.00		
137706	03/30/2023	Open			Accounts Payable	CONDOR EARTH TECH INC	$283.50		
	Invoice		Date	Description			Amount		
	88838		02/28/2023	TRASH PROVISIONS COMPLIANCE SUPPORT 5.24.22-2.23.23			$283.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$283.50		
137707	03/30/2023	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES dba CPS HR Consulti	$1,154.40		
	Invoice		Date	Description			Amount		
	TR-INV000597		08/18/2022	Senior Account Clerk Exam Packets			$434.50		
	TR-INV000999		10/24/2022	Account Clerk Testing Materials			$789.90		
	TR-RTN001287		03/08/2023	Credit Memo-Testing Materials			($35.00)		
	TR-RTN000878		11/26/2022	Credit Memo-Testing Materials			($35.00)		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$577.20		
	420 - WATER			420.11000 (Cash)			$577.20		
137708	03/30/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	$3,265.92		
	Invoice		Date	Description			Amount		
	67360		03/19/2023	Unarmed Private Security Services for Transit-3/13/23-3/19/23			$3,265.92		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$3,265.92		
137709	03/30/2023	Open			Accounts Payable	CRUZIN' CRITTERS	$3,780.00		
	Invoice		Date	Description			Amount		
	03/17/2023		03/17/2023	Wisdom thru wildlife program GGW 2023			$3,780.00		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$3,780.00		
137710	03/30/2023	Open			Accounts Payable	CSJVRMA	$406,342.00		
	Invoice		Date	Description			Amount		
	RMA 2023-00248		03/17/2023	Liability Program FY22/23 4th Quarter			$406,342.00		

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	Paying Fund			Cash Account			Amount		
	512 - Casualty Insurance			512.11000 (Cash)			$406,342.00		
137711	03/30/2023	Open			Accounts Payable	CURTIS & SONS INC, L N	$6,725.66		
	Invoice		Date	Description			Amount		
	INV687374		03/16/2023	RESCUE CUT-OFF SAW			$6,725.66		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$6,725.66		
137712	03/30/2023	Open			Accounts Payable	DF ENGINEERING INC	$20,175.00		
	Invoice		Date	Description			Amount		
	24065		02/28/2023	SR05, 0828 Fulkerth Rd and Freway 99 Interchange Improv-2/28/23			$20,175.00		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			$20,175.00		
137713	03/30/2023	Open			Accounts Payable	DOWNEY BRAND ATTORNEYS	$16,925.50		
	Invoice		Date	Description			Amount		
	583300		02/24/2023	Specialized Legal Services Jan 2023			$4,750.00		
	582071		01/27/2023	Specialized Legal Services Rendered Dec 2022			$12,175.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$8,462.75		
	420 - WATER			420.11000 (Cash)			$8,462.75		
137714	03/30/2023	Open			Accounts Payable	ECONOMIC & PLANNING INC	$325.00		
	Invoice		Date	Description			Amount		
	222062-6		02/28/2023	Turlock Maintenance Services - CFD February 2023			$325.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$325.00		
137715	03/30/2023	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	$1,225.17		
	Invoice		Date	Description			Amount		
	32050164		01/31/2023	SIU RENTAL FOR JAN 2023			$1,225.17		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,225.17		
137716	03/30/2023	Open			Accounts Payable	EUROFINS EATON ANALYTICAL INC	$100.00		
	Invoice		Date	Description			Amount		
	3800019809		03/18/2023	UCMR5 BUDGET AGREEMENT			$100.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$100.00		
137717	03/30/2023	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	$238.00		
	Invoice		Date	Description			Amount		
	28808		02/28/2023	CAR WASH SERVICES - FEB 2023			$241.50		
	28836		02/28/2023	CREDIT - WASH CHARGED IN ERROR TO COT ACCT			($3.50)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$196.00		
	405 - Building			405.11000 (Cash)			$7.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$24.50		
	426 - Transit			426.11000 (Cash)			$3.50		

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	502 - Engineering			502.11000 (Cash)			$7.00		
137718	03/30/2023	Open			Accounts Payable	FEDERAL EXPRESS	$454.44		
	Invoice		Date	Description			Amount		
	8-078-40073		03/24/2023	SHIPPING CHARGES 3/24/23			$454.44		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$222.27		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$232.17		
137719	03/30/2023	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	$4,427.93		
	Invoice		Date	Description			Amount		
	1216758		03/10/2023	PHIPPS AND BIRD PB-900 SERIES PROGRAMMABLE JAR TESTERS			$4,427.93		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,213.96		
	420 - WATER			420.11000 (Cash)			$2,213.97		
137720	03/30/2023	Open			Accounts Payable	GARY'S RENT A CAN INC	$158.68		
	Invoice		Date	Description			Amount		
	A-112905		03/03/2023	Pedretti Portable 03/03/23 - 03/21/23			$158.68		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			$158.68		
137721	03/30/2023	Open			Accounts Payable	GEOANALYTICAL LAB INC	$6,403.08		
	Invoice		Date	Description			Amount		
	J3C0801		03/08/2023	WELL 31			$67.28		
	J3B2807		02/28/2023	WELL 38 RAW & TREATED ARSENIC (PROCESS CONTROL)			$62.28		
	J3C0106		03/01/2023	ARSENIC			$31.14		
	J3C1302		03/14/2023	MONTHLY LABORATORY DILUTION WATER			$39.97		
	J3C1403		03/14/2023	DRINKING WATER WELLS			$326.97		
	J3C1404		03/14/2023	WELL 38 RAW & TREATED ARSENIC (PROCESS CONTROL)			$62.28		
	J3C0703		03/07/2023	1,2,3 TCP WELL SAMPLING			$973.13		
	J3C0205		03/02/2023	DRINKING WATER WELL ANALYSIS			$307.50		
	J3C0105		03/01/2023	DRINKING WATER WELL ANALYSIS			$30.95		
	J3C0704		03/07/2023	WELL 38 RAW & TREATED ARSENIC (PROCESS CONTROL)			$62.28		
	J3C0615		03/06/2023	SENTINEL PLAN (CONFLUENCE)			$378.00		
	J3B2703		02/27/2023	SENTINEL PLAN (CONFLUENCE)			$378.00		
	J3B2112		02/21/2023	SENTINEL PLAN (CONFLUENCE)			$378.00		
	J3C1308		03/13/2023	SENTINEL PLAN (CONFLUENCE)			$378.00		
	J3B1418		02/14/2023	SENTINEL PLAN (CONFLUENCE)			$378.00		
	J3B2201		02/22/2023	MONTHLY WASTEWATER SAMPLES			$45.68		
	J3C0201		03/02/2023	MONTHLY WASTEWATER SAMPLES			$62.81		
	J3B1609		02/16/2023	LEAD AND COPPER			$67.28		
	J3A1102		01/11/2023	WATER CHARATERIZATION MONITORING			$2,373.53		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,482.02		
	420 - WATER			420.11000 (Cash)			$3,921.06		

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137722	03/30/2023	Open			Accounts Payable	GOMES & SONS INC, JOE M	$32,669.19		
	Invoice		Date	Description			Amount		
	63470		03/15/2023	CUST #24090 - Fuel Expense for 3/1/23-3/15/23			$29,971.68		
	62997		03/02/2023	Fuel for Fire #3			$913.12		
	63089		03/09/2023	Fuel for Fire #3			$1,784.39		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$17,854.66		
	205 - Sports Facilities			205.11000 (Cash)			$407.40		
	217 - Streets - Gas Tax			217.11000 (Cash)			$1,916.26		
	246 - Landscape Assessment			246.11000 (Cash)			$1,578.23		
	255 - CDBG			255.11000 (Cash)			$52.05		
	405 - Building			405.11000 (Cash)			$46.68		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,727.58		
	420 - WATER			420.11000 (Cash)			$3,447.12		
	426 - Transit			426.11000 (Cash)			$4,340.63		
	450 - SRWA - Operations			450.11000 (Cash)			$26.04		
	502 - Engineering			502.11000 (Cash)			$272.54		
137723	03/30/2023	Open			Accounts Payable	HACH COMPANY	$9,606.27		
	Invoice		Date	Description			Amount		
	13465865		02/15/2023	FIELD SERVICE PARTNERSHIP SC4500			$1,687.30		
	13500989		03/13/2023	CHLORINE EQUIPMENT			$3,758.47		
	13477363		02/22/2023	CHLORINE EQUIPMENT			$761.37		
	13495983		03/08/2023	CHLORINE EQUIPMENT			$3,399.13		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$9,606.27		
137724	03/30/2023	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	$1,107.43		
	Invoice		Date	Description			Amount		
	284646		03/01/2023	HACH NITRIVER 3 PP FOR 10 ML SAMPLE 100/PK			$1,107.43		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,107.43		
137725	03/30/2023	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	$4,766.43		
	Invoice		Date	Description			Amount		
	CINV-164231		01/31/2023	18-69 Surface Water Distribution System Improvements-1/31/23			$835.25		
	CINV-173919		02/28/2023	SRWA - Phase III Environmental Work for 2022-23 for Feb 2023			$3,931.18		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$835.25		
	950 - SRWA - JPA			950.11000 (Cash)			$3,931.18		
137726	03/30/2023	Open			Accounts Payable	IRONHOUSE SANITARY DISTRICT	$2,713.45		
	Invoice		Date	Description			Amount		
	213		02/21/2023	WESTERN RECYCLED WATER COALITION COST SHARING 2023			$2,713.45		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,713.45		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137727	03/30/2023	Open			Accounts Payable	J B Anderson Land Use Planning	$10,056.63		
	Invoice		Date	Description			Amount		
	122322TUR		12/23/2022	PLANNING SERVICES - DECEMBER 2022			$1,736.00		
	020123TUR		02/01/2023	PLANNING SERVICES - JANUARY 2023			$4,355.25		
	030123TUR		03/01/2023	PLANNING SERVICES - FEBRUARY 2023			$3,965.38		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$10,056.63		
137728	03/30/2023	Open			Accounts Payable	JAYNE PRODUCTS INC	$2,418.42		
	Invoice		Date	Description			Amount		
	27218		03/07/2023	STSR STRUVITE REMOVER			$2,418.42		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,418.42		
137729	03/30/2023	Open			Accounts Payable	JCS PROPERTIES LLC	$1,528.44		
	Invoice		Date	Description			Amount		
	April 2023		03/22/2023	MOBILE HOME RENT SUBSIDY PROGRAM Apr 2023			$1,528.44		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			$1,528.44		
137730	03/30/2023	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	$591.06		
	Invoice		Date	Description			Amount		
	April 2023		03/22/2023	MOBILE HOME RENT SUBSIDY PROGRAM Apr 2023			$591.06		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			$591.06		
137731	03/30/2023	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$1,146.55		
	Invoice		Date	Description			Amount		
	AR878089		11/14/2022	PD RECORDS - ANNUAL PAYMENT 7/1/22-6/30/23 (M2635DW)			$257.55		
	AR905969		01/15/2023	PFM BREAKROOM (RICOH) IMC2500 *new* 10/1/22-6-30-23			$251.91		
	AR906360		01/17/2023	FINANCE AR - OVERAGE 02/07/22-01/06/23 (TASKALFA 5002I)			$137.45		
	AR906437		01/17/2023	PD RECORDS 2/6/22 - 1/5/23 OVERAGE (M2540DW)			$16.85		
	AR906438		01/17/2023	PD RECORDS ANNUAL PAYMENT 2/1/23 - 6/30/23 (M2540DW) PRORATED			$51.51		
	AR908027		01/19/2023	FINANCE AR - ANNUAL PAYMENT 02/17/23-06/30/23 (TASKALFA 5002I)			$51.51		
	AR908028		01/19/2023	PD PROPERTY - ANNUAL PAYMENT 02/1/23 - 6/30/23 (M2540DW)			$51.51		
	AR910345		01/26/2023	MS UTILITIES ANNUAL PAYMENT 2/28/23 - 6/30/23 (M6535CIDN)			$172.86		
	AR911663		01/30/2023	PFM - ANNUAL PAYMENT 11/01/22-6/30/23 (KM-1820)			$150.21		
	AR925897		02/28/2023	MS ADMIN (SPLIT 3) ANNUAL PMT 3/31/22-2/27/23 (ECOSYS M2535DN)			$5.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$662.59		
	205 - Sports Facilities			205.11000 (Cash)			$71.98		

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	217 - Streets - Gas Tax			217.11000 (Cash)			$35.99		
	246 - Landscape Assessment			246.11000 (Cash)			$35.98		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$188.86		
	420 - WATER			420.11000 (Cash)			$151.15		
137732	03/30/2023	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	$960.00		
	Invoice		Date	Description			Amount		
	202303-1250		03/07/2023	PROFESSIONAL SERVICES THROUGH FEBRUARY 28, 2023			$960.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$960.00		
137733	03/30/2023	Open			Accounts Payable	PODS ENTERPRISES, LLC	$1,596.70		
	Invoice		Date	Description			Amount		
	PODS004080439		02/14/2023	PODS RENTAL 02/14/23 - 03/13/23			$228.10		
	PODS004080438		01/14/2023	PODS RENTAL 01/14/23 - 02/13/23			$228.10		
	PODS004080437		12/14/2022	PODS RENTAL 12/14/22 - 01/13/23			$228.10		
	PODS003875843		11/14/2022	PODS RENTAL 11/14/22 - 12/13/22			$228.10		
	PODS003655272		10/15/2022	PODS RENTAL 10/14/22 - 11/13/22			$228.10		
	PODS003195901		08/15/2022	PODS RENTAL 08/14/22 - 09/13/22			$228.10		
	PODS001468207		07/15/2022	PODS RENTAL 07/14/22 - 08/13/22			$228.10		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$1,596.70		
137734	03/30/2023	Open			Accounts Payable	POLYDYNE INC	$13,058.51		
	Invoice		Date	Description			Amount		
	1718788		02/28/2023	Cationic Emulsion Polymer			$13,058.51		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$13,058.51		
137735	03/30/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	$17,689.00		
	Invoice		Date	Description			Amount		
	99310		03/21/2023	Wellhead Treatment Installation February 2023			$4,347.40		
	99311		03/21/2023	City Wide Chlorination Project February 2023			$13,341.60		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$17,689.00		
137736	03/30/2023	Open			Accounts Payable	REED INC, GEORGE	$287.59		
	Invoice		Date	Description			Amount		
	100293399		03/20/2023	REED - ASPHALT FOR STREETS			$107.06		
	100293134		03/16/2023	REED - ASPHALT FOR STREETS			$180.53		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$287.59		
137737	03/30/2023	Open			Accounts Payable	ROBERTSON - BRYAN INC	$12,174.00		
	Invoice		Date	Description			Amount		
	15446.4.4		03/06/2023	NPDES PERMIT COMPLIANCE SERVICES- TASK 4.4 DMC THM			$949.00		
	15446.4.2		03/06/2023	NPDES PERMIT COMPLIANCE SERVICES - TASK 4.2 DMC THM			$1,806.75		
	15446.2		03/06/2023	NPDES PERMIT COMPLIANCE SERVICES - TASK 2 ON CALL ASSISTANCE			$1,870.50		

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	15446.1		03/06/2023	NPDES PERMIT COMPLIANCE SERVICES - TAKE 1 ON CALL ASSISTNACE			$7,547.75			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$9,418.25			
	416 - Recycled Water Sales			416.11000 (Cash)			$2,755.75			
137738	03/30/2023	Open			Accounts Payable	SAFE-T-LITE CO INC		$971.04		
	Invoice		Date	Description			Amount			
	387912		12/28/2022	SAFE-T-LITE - FESTIVAL OF LIGHTS			$808.10			
	387915		12/28/2022	SAFE-T-LITE - FESTIVAL OF LIGHTS			$162.94			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$971.04			
137739	03/30/2023	Open			Accounts Payable	T I D		$66.63		
	Invoice		Date	Description			Amount			
	03/09/2023		03/09/2023	Acc 0826525611 02/13/23 - 03/09/23			$66.63			
	Paying Fund			Cash Account			Amount			
	255 - CDBG			255.11000 (Cash)			$66.63			
137740	03/30/2023	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.		$1,420.09		
	Invoice		Date	Description			Amount			
	1133125		03/08/2023	901 High St -Plumbing repairs Feb/March			$1,420.09			
	Paying Fund			Cash Account			Amount			
	255 - CDBG			255.11000 (Cash)			$1,420.09			
137741	03/30/2023	Open			Accounts Payable	TOTALLY DELICIOUS CATERING		$600.00		
	Invoice		Date	Description			Amount			
	037296		12/16/2022	AWARD BREAKFAST			$600.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$600.00			
137742	03/30/2023	Open			Accounts Payable	TURLOCK JOURNAL		$605.00		
	Invoice		Date	Description			Amount			
	333790		03/05/2023	Aquatics Advertisement			$250.00			
	333475		03/17/2023	Public Notice for 1/5/2023 Planning Commission Meeting			$105.00			
	333809		03/05/2023	Water Treatment Plant Operator Senior 03.05.23			$250.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$355.00			
	420 - WATER			420.11000 (Cash)			$250.00			
137743	03/30/2023	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING		$22,043.50		
	Invoice		Date	Description			Amount			
	02-2023		02/28/2023	Street Sweeping - February 2023			$22,043.50			
	Paying Fund			Cash Account			Amount			
	246 - Landscape Assessment			246.11000 (Cash)			$8,817.40			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$13,226.10			
137744	03/30/2023	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC		$835.00		
	Invoice		Date	Description			Amount			
	2053780		02/01/2023	A033588,A038-733,570,734,735,736,737,738,227,376			$835.00			
	Paying Fund			Cash Account			Amount			
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$155.00			
	266 - Police Services Grants			266.11000 (Cash)			$680.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137745	03/30/2023	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	$7,752.73		
	Invoice		Date	Description			Amount		
	50988856		03/09/2023	SODIUM BISULFITE			$7,752.73		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$7,752.73		
137746	03/30/2023	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	$73.08		
	Invoice		Date	Description			Amount		
	496672635		03/15/2023	Lease Agreement for Payroll Copier 03/09/23-04/08/23			$73.08		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$73.08		
137747	03/30/2023	Open			Accounts Payable	VERIZON WIRELESS	$1,248.75		
	Invoice		Date	Description			Amount		
	9929263756		03/03/2023	972530635-00028 RECREATION (02/04 - 03/03)			$1,248.75		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$591.21		
	120 - Tourism			120.11000 (Cash)			$25.54		
	205 - Sports Facilities			205.11000 (Cash)			$64.84		
	217 - Streets - Gas Tax			217.11000 (Cash)			$186.95		
	246 - Landscape Assessment			246.11000 (Cash)			$71.54		
	270 - Recreation Grants			270.11000 (Cash)			$278.47		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$30.20		
137748	03/30/2023	Open			Accounts Payable	VWR INTERNATIONAL INC	$59.42		
	Invoice		Date	Description			Amount		
	8812358449		03/15/2023	CYLINDER GLASS GRADUATED 100ML			$59.42		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$59.42		
137749	03/30/2023	Open			Accounts Payable	WEBSTER BANK	$447,692.70		
	Invoice		Date	Description			Amount		
	3/27/23		03/27/2023	2022 Sewer Bond Refunding - Interest Only Payment			$447,692.70		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$447,692.70		
137750	03/30/2023	Open			Accounts Payable	WEST YOST ASSOCIATES	$120,175.20		
	Invoice		Date	Description			Amount		
	2052688		02/03/2023	18-69 Construction Mgmt for Surface Water Dist-1/7/23-2/3/23			$73,719.85		
	2053046		02/28/2023	SRWA - Program Mgmt Services for 2022-23 for February 2023			$46,455.35		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$73,719.85		
	950 - SRWA - JPA			950.11000 (Cash)			$46,455.35		
137751	03/30/2023	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	$1,163.94		
	Invoice		Date	Description			Amount		
	April 2023		03/24/2023	MOBILE HOME RENT SUBSIDY PROGRAM APR 2023			$1,163.94		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			$1,163.94		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137752	03/30/2023	Open			Accounts Payable	WOOD RODGERS INC	$4,100.00		
	Invoice		Date	Description			Amount		
	167498		03/21/2023	Professional services rendered through 2/28/23			$4,100.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$4,100.00		
137753	03/30/2023	Open			Accounts Payable	BECERRA, GERARDO	$100.00		
	Invoice		Date	Description			Amount		
	P060306		03/07/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
137754	03/30/2023	Open			Accounts Payable	Christy, Linda	$290.00		
	Invoice		Date	Description			Amount		
	TR 4777 Per Diem		02/21/2023	CAPE Conference - Garden Grove - 4/2 to 4/7			$290.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$290.00		
137755	03/30/2023	Open			Accounts Payable	CONRAD, PAURIS	$100.00		
	Invoice		Date	Description			Amount		
	P012743		03/18/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
137756	03/30/2023	Open			Accounts Payable	CORDEIRO, MARIA	$25.00		
	Invoice		Date	Description			Amount		
	P060357		03/16/2023	A/C REFUND			$25.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$25.00		
137757	03/30/2023	Open			Accounts Payable	HEFLEY, CLYDE	$100.00		
	Invoice		Date	Description			Amount		
	P060288		03/07/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
137758	03/30/2023	Open			Accounts Payable	KECK, SCOTT	$100.00		
	Invoice		Date	Description			Amount		
	P060286		03/24/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
137759	03/30/2023	Open			Accounts Payable	LEROY, RYAN	$120.00		
	Invoice		Date	Description			Amount		
	TR4787 PER DIEM		03/24/2023	Fire Inspector 1C – El Dorado Hills – 4/10-4/12/23			$120.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$120.00		
137760	03/30/2023	Open			Accounts Payable	PHILLIPS, MATTHEW	$100.00		
	Invoice		Date	Description			Amount		
	P060133		03/07/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137761	03/30/2023	Open			Accounts Payable	REID, LAURA	$100.00		
	Invoice		Date	Description			Amount		
	P060130		03/17/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
137762	03/30/2023	Open			Accounts Payable	REYES-ESCOBEDO, MALEESHA	$100.00		
	Invoice		Date	Description			Amount		
	P060329		03/24/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
137763	03/30/2023	Open			Accounts Payable	RICKARD, MARIA	$100.00		
	Invoice		Date	Description			Amount		
	P060142		03/07/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
137764	03/30/2023	Open			Accounts Payable	SOUSA, GABRIEL	$100.00		
	Invoice		Date	Description			Amount		
	P060291		03/24/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
137765	03/30/2023	Open			Accounts Payable	Suffecool, Melanie	$290.00		
	Invoice		Date	Description			Amount		
	TR 4777 Per Diem		02/21/2023	CAPE Conference - Garden Grove - 4/2 to 4/7			$290.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$290.00		
137766	03/30/2023	Open			Accounts Payable	TOPETE, HEIDI	$100.00		
	Invoice		Date	Description			Amount		
	P011386		03/07/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
137767	03/30/2023	Open			Accounts Payable	WALKER, VICKI	$100.00		
	Invoice		Date	Description			Amount		
	P040233		03/24/2023	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		

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From Payment Date: 3/24/2023 - To Payment Date: 3/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	203 - Animal Fee Forfeiture			203.11000 (Cash)		$100.00			
Type Check Totals:					74 Transactions		$1,308,013.17		

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	$1,308,013.17	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	74	$1,308,013.17	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	$1,308,013.17	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	74	$1,308,013.17	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**74**	**$1,308,013.17**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**74**	**$1,308,013.17**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**74**	**$1,308,013.17**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**74**	**$1,308,013.17**	**$0.00**

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
4629	09/07/2022	Open			Accounts Payable	CH2M Hill Engineers, Inc	$6,068,090.88		
	Invoice		Date	Description			Amount		
	024 Rev 01		08/17/2022	SRWA - Design Build Contract 2021-22 for July 2022			$6,068,090.88		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$6,068,090.88		
4705	09/23/2022	Open			Accounts Payable	CH2M Hill Engineers, Inc	$6,939,720.40		
	Invoice		Date	Description			Amount		
	025 Rev 01		09/14/2022	SRWA - Design Build Contract 2022-23 for August 2022			$6,939,720.40		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$6,939,720.40		
4803	09/26/2022	Open			Accounts Payable	US BANK-VISA	$132,121.28		
	Invoice		Date	Description			Amount		
	9/22/2022X9452		09/22/2022	Procurement Card Charges - 9/22/22 Statement			$132,121.28		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$132,121.28		
4895	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	$10.22		
	Invoice		Date	Description			Amount		
	815886002		09/23/2022	PREMIUMS SEPTEMBER 2022 - CITY OF TURLOCK			$10.22		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$10.22		
4896	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	$429.24		
	Invoice		Date	Description			Amount		
	815897576		09/23/2022	PREMIUMS SEPTEMBER 2022 - TAPO			$429.24		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$429.24		
4897	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	$168.63		
	Invoice		Date	Description			Amount		
	815897575		09/23/2022	PREMIUMS SEPTEMBER 2022 - FIRE			$168.63		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$168.63		
4898	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	$15.33		
	Invoice		Date	Description			Amount		
	815897574		09/23/2022	PREMIUMS SEPTEMBER 2022 - TMAPS			$15.33		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$15.33		
4899	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	$45.99		
	Invoice		Date	Description			Amount		
	815897572		09/23/2022	PREMIUMS SEPTEMBER 2022 - CONFIDENTIAL			$45.99		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$45.99		
4900	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	$71.54		
	Invoice		Date	Description			Amount		
	815897571		09/23/2022	PREMIUMS SEPTEMBER 2022 - MANAGEMENT			$71.54		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			$71.54			
4901	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA		$715.40		
	Invoice		Date	Description			Amount			
	815897570		09/23/2022	PREMIUMS SEPTEMBER 2022 - TCEA			$715.40			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$715.40			
4902	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA		$91.98		
	Invoice		Date	Description			Amount			
	815897573		09/23/2022	PREMIUMS SEPTEMBER 2022 - RETIREE			$91.98			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$91.98			
4903	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA		$242.87		
	Invoice		Date	Description			Amount			
	815922510		09/23/2022	CLAIMS AUGUST 2022 - MANAGEMENT			$242.87			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$242.87			
4904	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA		$946.65		
	Invoice		Date	Description			Amount			
	815922518		09/23/2022	CLAIMS AUGUST 2022 - TCEA			$946.65			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$946.65			
4905	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA		$277.64		
	Invoice		Date	Description			Amount			
	815922522		09/23/2022	CLAIMS AUGUST 2022 - CONFIDENTIAL			$277.64			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$277.64			
4906	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA		$120.00		
	Invoice		Date	Description			Amount			
	815922527		09/23/2022	CLAIMS AUGUST 2022 - FIRE			$120.00			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$120.00			
4907	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA		$1,427.67		
	Invoice		Date	Description			Amount			
	815922532		09/23/2022	CLAIMS AUGUST 2022 - TAPO			$1,427.67			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$1,427.67			
4908	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA		$144.25		
	Invoice		Date	Description			Amount			
	815922536		09/23/2022	CLAIMS AUGUST 2022 - TMAPS			$144.25			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$144.25			
4909	09/26/2022	Open			Accounts Payable	VISION SERVICE PLAN CA		$543.27		
	Invoice		Date	Description			Amount			
	815922539		09/23/2022	CLAIMS AUGUST 2022 - RETIREE			$543.27			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$543.27			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4966	09/08/2022	Open			Accounts Payable	CalPERS	$271,686.22		
	Invoice		Date	Description			Amount		
	8/31/22PR		09/08/2022	8/31/22PR-CALPERS			$271,686.22		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$271,662.69		
	110 - General Fund			110.11000 (Cash)			$23.53		
4967	09/02/2022	Open			Accounts Payable	CA SDU	$2,555.00		
	Invoice		Date	Description			Amount		
	8/31/22PR		09/02/2022	8/31/22PR-CHILD SUPPORT PAYMENT			$2,555.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,555.00		
4968	09/02/2022	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$6,074.31		
	Invoice		Date	Description			Amount		
	8/31/22PR		09/02/2022	8/31/22PR-GOLDEN 1 CU			$6,074.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$6,074.31		
4969	09/02/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$204,181.50		
	Invoice		Date	Description			Amount		
	8/31/22PR		09/02/2022	8/31/22PR-FEDERAL TAXES			$204,181.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$204,181.50		
4970	09/02/2022	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$61,413.65		
	Invoice		Date	Description			Amount		
	8/31/22PR		09/02/2022	8/31/22PR-STATE TAXES			$61,413.65		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$61,413.65		
4971	09/02/2022	Open			Accounts Payable	T A P O	$5,156.56		
	Invoice		Date	Description			Amount		
	8/31/22PR		09/02/2022	8/31/22PR-TAPO DUES			$5,156.56		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$5,156.56		
4972	09/02/2022	Open			Accounts Payable	T C E A	$2,936.25		
	Invoice		Date	Description			Amount		
	8/31/22PR		09/02/2022	8/31/22PR-TCEA DUES			$2,936.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,936.25		
4973	09/02/2022	Open			Accounts Payable	TMAPS	$200.00		
	Invoice		Date	Description			Amount		
	8/31/22PR		09/02/2022	8/31/22PR-TMAPS DUES			$200.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$200.00		
4974	09/02/2022	Open			Accounts Payable	T C E A	$72.50		
	Invoice		Date	Description			Amount		
	8/31/22PR-BENEVO		09/02/2022	8/31/22PR-TCEA BENEVOLENCE DUES			$72.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$72.50		

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From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4975	09/08/2022	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$5,544.68		
	Invoice		Date	Description			Amount		
	BE005141742		09/08/2022	DELTA DENTAL CLAIMS FOR 8/26/22-9/1/22			$5,544.68		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$5,544.68		
4976	09/08/2022	Open			Accounts Payable	ICMA-RC	$83,840.19		
	Invoice		Date	Description			Amount		
	8/31/22PR		09/08/2022	8/31/22PR-ICMA			$83,840.19		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$83,840.19		
4977	09/08/2022	Open			Accounts Payable	T A P O	$14,558.77		
	Invoice		Date	Description			Amount		
	8/31/22PR-RHS		09/08/2022	8/31/22PR-TAPO RHS DUES			$14,558.77		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$14,558.77		
4978	09/08/2022	Open			Accounts Payable	TFRA	$7,959.99		
	Invoice		Date	Description			Amount		
	8/31/22PR-RHS		09/08/2022	8/31/22PR-TFRA RHS DUES			$7,959.99		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$7,959.99		
4979	09/08/2022	Open			Accounts Payable	UMR	$13,944.45		
	Invoice		Date	Description			Amount		
	8/30-9/6/22		09/08/2022	UMR CLAIMS FOR 8/30/22-9/6/22			$13,944.45		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$13,944.45		
4980	09/14/2022	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$6,889.84		
	Invoice		Date	Description			Amount		
	BE005144682		09/14/2022	DELTA DENTAL CLAIMS FOR 9/2/22-9/8/22			$6,889.84		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$6,889.84		
4981	09/14/2022	Open			Accounts Payable	ICMA-RC	$28.62		
	Invoice		Date	Description			Amount		
	8/31/22PR-SOUSA		09/14/2022	8/31/22PR-ICMA SICK CONVERSION- SOUSA, M			$28.62		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$28.62		
4982	09/14/2022	Open			Accounts Payable	UMR	$112,388.52		
	Invoice		Date	Description			Amount		
	9/7-9/12/22		09/14/2022	UMR CLAIMS FOR 9/7/22-9/12/22			$112,388.52		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$112,388.52		
4983	09/16/2022	Open			Accounts Payable	UMR	($2,873.68)		
	Invoice		Date	Description			Amount		
	AUG22 COBRA REF		09/16/2022	UMR AUGUST 2022 COBRA REFUND			($2,873.68)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			($2,873.68)		

Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4984	09/16/2022	Open			Accounts Payable	UMR	($45,276.92)		
	Invoice		Date	Description			Amount		
	AUG22 RET REFUND		09/16/2022	UMR AUGUST 2022 RETIREE REFUND			($45,276.92)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			($45,276.92)		
4985	09/20/2022	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$5,474.31		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/20/2022	9/15/22PR-GOLDEN 1 CU			$5,474.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$5,474.31		
4986	09/20/2022	Open			Accounts Payable	T A P O	$5,076.56		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/20/2022	9/15/22PR-TAPO DUES			$5,076.56		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$5,076.56		
4987	09/20/2022	Open			Accounts Payable	T C E A	$2,976.75		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/20/2022	9/15/22PR-TCEA DUES			$2,976.75		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,976.75		
4988	09/20/2022	Open			Accounts Payable	TFRA	$4,823.72		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/20/2022	9/15/22PR-TFRA DUES			$4,823.72		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$4,823.72		
4989	09/20/2022	Open			Accounts Payable	TURLOCK CITY FIRE INC	$315.00		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/20/2022	9/15/22PR-FIRE INC DUES			$315.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$315.00		
4990	09/20/2022	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	$215.00		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/20/2022	9/15/22PR-TURLOCK HEALTH CLUB			$215.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$215.00		
4991	09/20/2022	Open			Accounts Payable	T C E A	$73.50		
	Invoice		Date	Description			Amount		
	9/15/22PR-BENEVO		09/20/2022	9/15/22PR-TCEA BENEVOLENCE DUES			$73.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$73.50		
4992	09/20/2022	Open			Accounts Payable	CA SDU	$2,555.00		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/20/2022	9/15/22PR-CHILD SUPPORT PAYMENT			$2,555.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,555.00		

Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4993	09/20/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$177,172.70		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/20/2022	9/15/22PR-FEDERAL TAXES			$177,172.70		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$177,172.70		
4994	09/20/2022	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$53,268.77		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/20/2022	9/15/22PR-STATE TAXES			$53,268.77		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$53,268.77		
4995	09/21/2022	Open			Accounts Payable	CalPERS	$266,063.15		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/21/2022	9/15/22PR-CALPERS			$266,063.15		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$266,039.45		
	110 - General Fund			110.11000 (Cash)			$23.70		
4996	09/21/2022	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$3,059.75		
	Invoice		Date	Description			Amount		
	BE005149171		09/21/2022	DELTA DENTAL CLAIMS FOR 9/9/22-9/15/22			$3,059.75		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$3,059.75		
4997	09/21/2022	Open			Accounts Payable	UMR	$110,747.56		
	Invoice		Date	Description			Amount		
	OCT 22 PREM		09/21/2022	UMR OCTOBER 2022 HEALTH PREMIUMS			$110,747.56		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$110,747.56		
4998	09/21/2022	Open			Accounts Payable	UMR	$108,247.88		
	Invoice		Date	Description			Amount		
	9/13-9/19/22		09/21/2022	UMR CLAIMS FOR 9/13/22-9/19/22			$108,247.88		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$108,247.88		
4999	09/21/2022	Open			Accounts Payable	UMR	$420.18		
	Invoice		Date	Description			Amount		
	OCT CUSTODIAL		09/21/2022	UMR OCTOBER 2022 CUSTODIAL AND BANKING FEE			$420.18		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$420.18		
5000	09/22/2022	Open			Accounts Payable	ICMA-RC	$85,731.93		
	Invoice		Date	Description			Amount		
	9/15/22PR		09/22/2022	9/15/22PR-ICMA			$85,731.93		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$85,731.93		
5001	09/23/2022	Open			Accounts Payable	T A P O	$14,683.62		
	Invoice		Date	Description			Amount		
	9/15/22PR-RHS		09/23/2022	9/15/22PR-TAPO RHS DUES			$14,683.62		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$14,683.62		

Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5002	09/23/2022	Open			Accounts Payable	TFRA	$7,959.89		
	Invoice		Date	Description			Amount		
	9/15/22PR-RHS		09/23/2022	9/15/22PR-TFRA RHS DUES			$7,959.89		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$7,959.89		
5003	09/23/2022	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	$20,943.70		
	Invoice		Date	Description			Amount		
	OCTOBER 2022		09/23/2022	UNUM LTD AND LIFE INSURANCE FOR OCTOBER 2022			$20,943.70		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$20,943.70		
5004	09/26/2022	Open			Accounts Payable	UMR	($761.33)		
	Invoice		Date	Description			Amount		
	AUG22 OSR REFUND		09/26/2022	AUGUST 2022 OSR REFUND			($761.33)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			($761.33)		
5005	09/28/2022	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$8,167.66		
	Invoice		Date	Description			Amount		
	BE005177333		09/28/2022	DELTA DENTAL CLAIMS FOR 9/16/22-9/22/22			$8,167.66		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$8,167.66		
5006	09/28/2022	Open			Accounts Payable	UMR	$88,400.60		
	Invoice		Date	Description			Amount		
	9/20-9/26/22		09/28/2022	UMR CLAIMS FOR 9/20/22-9/26/22			$88,400.60		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$88,400.60		
5007	09/30/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$175,925.33		
	Invoice		Date	Description			Amount		
	9/30/22PR		09/30/2022	9/30/22PR-FEDERAL TAXES			$175,925.33		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$175,925.33		
5008	09/30/2022	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$52,200.37		
	Invoice		Date	Description			Amount		
	9/30/22PR		09/30/2022	9/30/22PR-STATE TAXES			$52,200.37		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$52,200.37		
5009	09/15/2022	Open			Accounts Payable	CalPERS	$18,493.58		
	Invoice		Date	Description			Amount		
	1/31/22PR-CORR 3		09/15/2022	1/31/22PR-CALPERS CORRECTION TO UNDERPAYMENT ON 2/11/22			$18,493.58		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$18,486.52		
	110 - General Fund			110.11000 (Cash)			$0.89		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$6.17		

Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5010	09/15/2022	Open			Accounts Payable	CalPERS	$15,635.66		

Invoice	Date	Description	Amount
1/31/22PR-CORR 4	09/15/2022	1/31/22PR-CALPERS CORRECTION TO UNDERPAYMENT ON 2/11/22	$15,635.66

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$15,635.01
110 - General Fund	110.11000 (Cash)	$0.65

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5011	09/08/2022	Open			Accounts Payable	CalPERS	$400.00		

Invoice	Date	Description	Amount
100000016920760	09/08/2022	Retired Annuitant Late Fee	$400.00

Paying Fund	Cash Account	Amount
426 - Transit	426.11000 (Cash)	$400.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5012	09/30/2022	Open			Accounts Payable	Optum Bank, Inc.	$22,142.56		

Invoice	Date	Description	Amount
8/31/22PR	09/02/2022	8/31/22PR-HSA EE & ER	$11,071.28
9/15/22PR	09/20/2022	9/15/22PR-HSA EE & ER	$11,071.28

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$22,142.56

Type EFT Totals:	65 Transactions	$15,146,877.09	
AP - Accounts Payable Totals			

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	65	$15,146,877.09	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	65	$15,146,877.09	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	65	$15,146,877.09	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	65	$15,146,877.09	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**65**	**$15,146,877.09**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**65**	**$15,146,877.09**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**65**	**$15,146,877.09**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**65**	**$15,146,877.09**	**$0.00**

Attachment A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE WEEKLY DEMANDS OF 03/23/2023 IN THE AMOUNT OF $2,041,303.71, 03/30/2023 IN THE AMOUNT OF $1,308,013.17, AND EFT PAYMENTS FROM 09/01/2022 THROUGH 09/30/2022 IN THE AMOUNT OF $15,146,877.09	}	**RESOLUTION NO. 2023-XXX**

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

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

Demands of:	In the Amount of:
03/23/2023	$2,041,303.71
03/30/2023	$1,308,013.17
09/30/2022	$15,146,877.09

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April, 2023, by the following vote:

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

ATTEST:

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

City Council Meeting Minutes

February 28, 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, Kevin Bixel, Rebecka Monez, Vice Mayor Pam Franco, and Mayor Amy Bublak.
Absent: None

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

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

Action: Motion by Councilmember Monez, seconded by Vice Mayor Franco, to approve the agenda as amended. Motion 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. *Presentation:* Certificate of Recognition to Matt Cranford in honor of his retirement as CEO of the Stanislaus County Fair

Mayor Bublak presented a certificate of recognition to Matt Cranford in honor of his years of service serving as CEO of the Stanislaus County Fair. Stanislaus County Board Supervisor Vito Chiesa also congratulated Mr. Cranford for his service.

B. *Proclamation:* Go Green Week – March 13-17, 2023

Mayor Bublak presented a proclamation in honor of "Go Green Week" scheduled for March 13 – 17, 2023. Following Mayor Bublak's proclamation, Staff Services Assistant Hernandez provided a brief presentation on the program. Jessie Marchant from Turlock Scavenger spoke about the history of the city's recycling programs and the "Go Green" program.

C. *Presentation*: Turlock Fire Department Fire Services Master Plan presented by CityGate Associates, LLC.

Chief Jelinek introduced Stu Gary from CityGate Associates, LLC who provided a presentation on the Turlock Fire Department Fire Services Master Plan Study. He discussed the various components of the study, reviewed data collected and the findings from the administrative support services, facilities and fleet assessments, and went over the risk assessments and risk planning zones.

Mr. Gary responded to questions from the City Council.

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

Milt Trieweiler
Shehu Hassan
Mary Jackson

With no further comment, Mayor Bublak closed public comment.

Mr. Gary responded to questions from the public.

3. PUBLIC PARTICIPATION

Mayor Bublak opened Public Participation and the following members of the public spoke:

John Gebelein
Karina Mendoza
Vito Chiesa
Milt Trieweiler
Ramon Rodriguez
Ryan Taylor
Julie (last name not provided)
Name not provided
Mary Jackson

With no further comment, Mayor Bublak closed Public Participation.

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

Action: *Motion* waiving reading of all ordinances on the Agenda, except by title. 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

5. CONSENT CALENDAR

Mayor Bublak advised there was a green sheet submitted for Consent Item 5E.

A. *Resolution 2023-042*: Accepting Weekly Demands of 02/09/2023 in the amount of $1,674,298.45; 02/16/2023 in the amount of $1,122,389.92; and the 08/31/2022 EFT Payments in the amount of $34,837,526.18

B. *Resolution 2023-043:* Approving an Agreement for services with Aqua-Aerobic Systems, Inc., in a form approved by the City Attorney, for tertiary cloth filter repairs and preventative maintenance services for the Municipal Services Department in an annual amount not to exceed $150,000, using funds from Fund 410-51-534.51391 "Tertiary Filter Equipment Replacement" *(Goodman)*

C. *Resolution 2023-044:* Approving Contract Change Order No. 5 in the amount of $187,215.40 (Fund 420 "Water Enterprise") with Mountain Cascade Inc. of Livermore, California, for construction of City Project No. 18-69 "Surface Water Distribution System Improvements" bringing the contract total to $32,960,348.82 *(Schulze)*

D. *Resolution 2023-045:* Opposing Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act *(Eddy)*

E. *Resolution 2023-046:* Awarding bid and approving Contract 2023-89 with Animal Damage Management, Inc., in a form approved by the City Attorney, for gopher control program services, for a term of three (3) years, with an option to extend the Contract for two (2) additional one-year terms, in an amount not to exceed $90,000 annually and a total amount not-to-exceed $450,000 over the 5-year term of the Contract, if all renewal periods are exercised, utilizing funds from "Landscape Assessments 246-60-600.43153 - Gopher Control," "Water Quality Control 410-51-532.43153 - Gopher Control," and "Parks - 110-60-600.43153 Gopher Control" *(Schulze)*

F. *Resolution 2023-047*: Approving an Agreement for services with Aquatic Informatics, in a form approved by the City Attorney, for the Regulatory Compliance Software for the Wastewater, Water and Pretreatment Programs for the Municipal Services Department in the total compensation amount not to exceed $200,000 which includes a 9% contingency for the duration of the five-year agreement, using funds from Fund 410 Water Quality Control accounts 410-51-530.44010_007 "Computer Software Maintenance - Linko" and account 410-51-530.44010_014 "Computer Software Maintenance - WIMs" plus Fund 420 Water account 420-52-550.44010_001 "Computer Software Maintenance" *(Goodman)*

G. *Resolution 2023-048*: Approving Amendment No. 1 to Agreement No. 2022-025 with Univar Solutions USA, Inc., in a form approved by the City Attorney, for sodium hypochlorite to increase the annual compensation amount by $500,000 for a total compensation not to exceed amount of $1,000,000 and appropriate $500,000 from Fund 410 Water Quality Control unallocated reserves to account 410-51-530.44005_006 "Chemicals Chlorine" *(Goodman)*

H. *Resolution 2023-049*: Approving Amendment No. 1 to Agreement No. 2023-24 with WesTech Engineering Inc., in a form approved by the City Attorney, for the "Biotower Rehabilitation Project" for the Municipal Services Department to include additional language change in Section 22 (Cancellation for Breach by either party) and Section 28 (Liability to City) *(Goodman)*

I. *Resolution 2023-050*: Accepting an allocation of funds to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed $70,000, and appropriating said funds into account number 266-20-255-352.35720 "OTS Step Grant" and accounts 266-20-255-352.41100_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of $53,172, 266-20-255-

352.47095_016 "Training Step Grant #PT23185" in the amount of $2,358, 266-20-255-352.44001_042 "Supplies STEP Grant #PT23185" in the amount of $4,470 and 266-20-255-352.51109_003 "Equipment STEP Grant #PT23185" in the amount of $10,000, in Fund 266 "Police Grants" Program 352 "OTS Step Grant" *(Hedden)*

J. *Resolution 2023-051*: Accepting a donation to the City of Turlock Police Department Unmanned Aerial System program from Harvest Church not to exceed $16,000, and appropriating said funds to revenue account number 266-20-255-351.37200_000 "Donations General" and expense account number 266-20-255-351.47157 "Police Donations Expenses" in Fund 266 "Police Services Grants" in support of the purchase of a drone and associated equipment *(Hedden)*

K. *Resolution 2023-052*: Accepting an allocation of funds and appropriating funds for the 2022 UC Davis – Welcome Grant, California for All Animals, in the amount of $5,000 to be appropriated into revenue account number 266-20-255-348.35069 and expenditure account 266-20-255-348.47153 in Fund 266 "Police Grants" Program 348 "Animal Services" *(Hedden)*

L. *Resolution 2023-053*: Accepting an allocation of funds and appropriating funds for the 2022 UC Davis – California for All Animals in the amount of $20,000 to be appropriated into revenue account number 266-20-255-348.35072 and expenditure account 266-20-255-348.47161 in Fund 266 "Police Grants" Program 348 "Animal Services" *(Hedden)*

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

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

6. FINAL READINGS

A. Second and final reading of an Ordinance amending Turlock Municipal Code (TMC) Section 5-4-06 Social Host Liability *(Hedden)*

Mayor Bublak opened the item for public comment and with no comments, closed public participation.

Action: *Ordinance 1298-cs:* Second and final reading of an ordinance amending Turlock Municipal Code (TMC) Section 5-4-06 Social Host Liability as introduced by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

B. Second and final reading of an Ordinance amending Turlock Municipal Code (TMC) Title 4, to add Chapter 20, Spectators Prohibited at Street Races and Reckless Driving Exhibitions *(Hedden)*

Mayor Bublak opened the item for public comment and with no comments, closed public participation.

Action: *Ordinance 1299-cs*:Second and final reading of an Ordinance amending Turlock Municipal Code (TMC) Title 4, to add Chapter 20, Spectators Prohibited at Street Races and Reckless Driving Exhibitions as introduced by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

C. Second and final reading of an Ordinance approving a Development Agreement by and between the City of Turlock and Evergreen Market Turlock, Inc. located at 101 E Glenwood Avenue, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 044-022-013 *(Quintero)*

Mayor Bublak opened the item for public comment and with no comments, closed public participation.

Action: *Ordinance 1300-cs***:** Second and final reading of an Ordinance approving a Development Agreement by and between the City of Turlock and Evergreen Market Turlock, Inc. located at 101 E Glenwood Avenue, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 044-022-013 as introduced by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 4/1 by the following vote:

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

7. PUBLIC HEARINGS

A. Superseding and replacing Resolution No. 2021-251 and adopting updated cost recovery percentages, schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-1 et seq *(Moreno)*

Finance Director Moreno provided a presentation on a request to update cost recovery percentages and the schedule of fees charged by the City for various programs and services, to include Parks, Recreation and Public Works, Fire, and Municipal Services. He stated that a full Citywide user fee study is needed and staff is working on putting together a Request For Proposal (RFP) to get that done. He also noted that there was an error in the current fees for Area B – Crane Park. The current fee was identified as $45 but is actually $75.

Staff responded to questions from the City Council.

Mayor Bublak opened the public hearing to receive public comment and with no comments, she closed public comment.

Action: *Resolution 2023-054*: Superseding and replacing Resolution No. 2021-251 and adopting updated cost recovery percentages, schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-1 et seq,

to include accepting the change in the Crane Park "Area B" fee from $45 to $75, as motioned by Vice Mayor Franco, seconded by Councilmember Bixel, 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. Providing forty (40) hours of time bank to any full-time employee belonging to the Turlock Associated Police Officers (TAPO) bargaining unit who successfully recruits a Lateral Police Officer or a Police Officer Trainee to be used within two (2) years of accrual *(Hedden)*

Police Chief Hedden provided a staff report presentation on a request to provide forty (40) hours of time bank to any full-time employee belonging to the Turlock Associated Police Officers (TAPO) bargaining unit who successfully recruits a Lateral Police Officer or a Police Officer Trainee to be used within two (2) years of accrual.

Staff responded to questions from the City Council.

Mayor Bublak opened the item for Public Participation and the following members of the public spoke on this item:

Milt Trieweiler

With no further comments, Mayor Bublak closed Public Participation.

Chief Hedden responded to questions from the public.

Action: *Resolution 2023-055:* Providing forty (40) hours of time bank to any full-time employee belonging to the Turlock Associated Police Officers (TAPO) bargaining unit who successfully recruits a Lateral Police Officer or a Police Officer Trainee to be used within two (2) years of accrual as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 5/0 by the following vote:

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

B. Authorizing the execution of Memorandum of Understanding (MOU) between Stanislaus County and the City of Turlock for Automated License Plate Recognition System, in an annual amount not to exceed $105,000 and a total amount not-to-exceed $568,218, using funds from account number 117-10-190.51034 – Cameras for License Plate Reader Program, over the five (5) year term of the agreement *(Hedden)*

Chief Hedden introduced Lieutenant Holeman who provided a staff report presentation on a request for the execution of Memorandum of Understanding (MOU) between Stanislaus County and the City of Turlock for Automated License Plate Recognition System, in an annual

amount not to exceed $105,000 and a total amount not-to-exceed $568,218, using funds from account number 117-10-190.51034 – Cameras for License Plate Reader Program, over the five (5) year term of the agreement. He introduced Elpidio Compres, Regional Sales Director, with Epic IO, who provided an overview of his company and the automated license plate recognition system and the services it provides.

Mr. Compres responded to questions from the City Council.

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

Milt Trieweiler
Ryan Taylor

With no further comment, Mayor Bublak closed public comment.

Mr. Compres responded to questions presented by the public.

Action: *Resolution 2023-056*: Authorizing the execution of Memorandum of Understanding (MOU) between Stanislaus County and the City of Turlock for Automated License Plate Recognition System, in an annual amount not to exceed $105,000 and a total amount not-to-exceed $568,218, using funds from account number 117-10-190.51034 – Cameras for License Plate Reader Program, over the five (5) year term of the agreement as motioned by Vice Mayor Franco, seconded by Councilmember Bixel, 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. Monthly Department Reports *(Wilson)*

Department reports were included in the agenda packet for City Council review.

City Manager Wilson introduced the City's new Information Technology (IT) Manager Nick Showalter and announced that staff would be providing an update on city roads, water, and sewer project planning an upcoming meeting. He stated that the City currently has fourteen (14) road projects ready to go and that the Columbia Pool project is moving along.

B. Home ARP Update *(Quintero)*

Director Quintero provided a brief update on the Home ARP program.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Vice Mayor Franco requested staff to provide information on the policies and procedures for Housing and the Loan Committee including who is on the committee and how committee members

are chosen. She also stated that if the City Council did not approve that, then it needs to come forward for formal approval.

Mayor Bublak commended Chief Hedden on the Police Department's efforts for attracting new officers and asked that they look into what other cities are doing for recruitment incentives.

11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Vice Mayor Franco announced that she was elected as the Vice Chair for StanCOG's committee for transportation and will be attending the CalCOG Leadership Conference in southern California and Legislative Day in Sacramento to hopefully bring in more transportation funds to our city and county. She mentioned she asked the Caltrans Director Dennis Agar for additional signage at the offramp at Taylor Road. She also thanked Director Quintero and the Building Department for implementing NitroSign. She believes this will help speed up building permits and process. Vice Mayor Franco also thanked Director Schulze and the Public Works Department for the hard work they do.

Councilmember Monez welcomed IT Manager Showalter, congratulated Vice Mayor Franco on her appointment to StanCOG, and thanked all of City staff for their work during the storms.

Mayor Bublak thanked Mr. Trieweiler for reciting the special ethics oath, spoke about her meeting with Congressman Duarte regarding abandoned railroads, and congratulated Vice Mayor Franco on her appointment to StanCOG.

12. CLOSED SESSION

City Clerk Christel announced staff had advised there was no new information for closed session and recommended no closed session meeting.

A. Conference with Labor Negotiators - California Government Code §54957.6(a)
Agency Designated Representative: Deputy City Manager Sarah Eddy
Employee Organization: Turlock Management Association – Public Safety
Employee Organization: Turlock Firefighters Association – Local 2434

13. REPORTS FROM CLOSED SESSION

No reportable action.

14. ADJOURNMENT

Mayor Bublak adjourned the meeting at 8:08 p.m.

Respectfully submitted

_____
Julie Christel, City Clerk
City of Turlock

City Council Staff Report
April 11, 2023

From: Erik Schulze, Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Engineer's Report for the "Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003" located at 270 W. Glenwood Avenue (APN 044-017-054)

Resolution: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003" located at 270 W. Glenwood Avenue (APN 044-017-054)

2. SYNOPSIS:

Continuing the procedures for the formation of the Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area for the Karampoor commercial development.

3. DISCUSSION OF ISSUE:

The Karampoor commercial development includes the construction of an 8,000 square-foot building for the maintenance and repair of vehicles including semi-trucks. On- and Offsite improvements include paving, parking, trash enclosure, and installation of curb, gutter, and sidewalk. The development is located at 270 W. Glenwood Avenue, more particularly described as Stanislaus County APN 044-017-054, and the zoning is Community Commercial. As a condition of the development and Minor Discretionary Permit No. 2019-07, the development is required to form an assessment district and benefit assessment area to finance the operation and maintenance of minor drainage facilities and streets including slurry seals and street sweeping.

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of assessment Districts and benefit assessment areas. Their purpose is to ensure that development pays for its own maintenance

and operation of streetlights, landscape maintenance, street sweeping, drainage facilities and future slurry seals. The formation of assessment districts and benefit assessment areas allow the associated developments to be built without placing an unfinanced service burden on existing City funds that maintain these components.

The proceedings for the formation of an assessment district and benefit assessment area are conducted at three (3) Council meetings. The first meeting was held on March 14, 2023, at which time Council initiated the proceedings. The Council's action tonight is the second meeting wherein the Council may approve the report, as filed, or the Council may modify the report and approve it as modified. After approval of the report, as filed or as modified, the Council will declare its intention to levy and collect assessments, and schedule a public hearing to allow any interested person to file a written protest or address the Council on this matter.

The third and final meeting, currently scheduled for June 13, 2023, Council will conduct the public hearing and upon its conclusion, by resolution, order the improvements and formation of the Karampoor Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area and confirm the diagram and assessments. This action will be filed with the Stanislaus County Auditor in Fiscal Year 2024-25.

4. BASIS FOR RECOMMENDATION:

A. Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development.

B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on street sweeping, street slurry seals, and minor storm drain facilities so as to not affect existing City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
The first year's annual assessment from the commercial development will be $1,691.56. This amount will be collected prior to the improvements being signed off approved by the City, and it will be allocated to revenue account 246-00-000.30070_250 "LMD Assessments Karampoor-270 W Glenwood." Annual assessments are tied to the Engineering News Record (ENR) Construction Cost Index and will be adjusted accordingly.

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Reject the Engineer's Report and/or decline to declare the intention to levy and collect assessments. City staff does not recommend this alternative as the map benefits from surrounding infrastructure and their associated maintenance costs would then impact other City funds.

B. Modify the Engineer's Report by reducing the proposed assessments. City staff does not recommend this alternative as the proposed assessments in the Engineer's Report are based on cost recovery for maintenance of the infrastructure and would require the use of other City funds to cover the difference.

10. ATTACHMENTS:

A. Draft Resolution for Engineer's Report
Exhibit A: Engineer's Report

B. Draft Resolution for declaration of intent to levy and collect assessments

Attachment A

EFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE ENGINEER'S REPORT FOR THE "KARAMPOOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 23-003" LOCATED AT 270 W. GLENWOOD AVENUE (APN 044-017-054	**}**	**RESOLUTION NO. 2023-**

WHEREAS, on March 14, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-059 to initiate the proceedings for the formation of the benefit assessment district designated as the "Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003"; and

WHEREAS, the City Council of the City of Turlock designated the City Engineer of the City of Turlock as the Engineer of Work for purposes of the formation proceedings related to the Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003; and

WHEREAS, the City Council of the City of Turlock ordered the City Engineer to prepare and file a report in accordance with Article 4 (commencing with section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982 and, upon completion, file the report with the City Clerk; and

WHEREAS, on March 15, 2023, the City Engineer filed this report with the City Clerk; and

WHEREAS, the filed report is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock hereby approve the Engineer's Report for the "Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April, 2023, by the following vote:

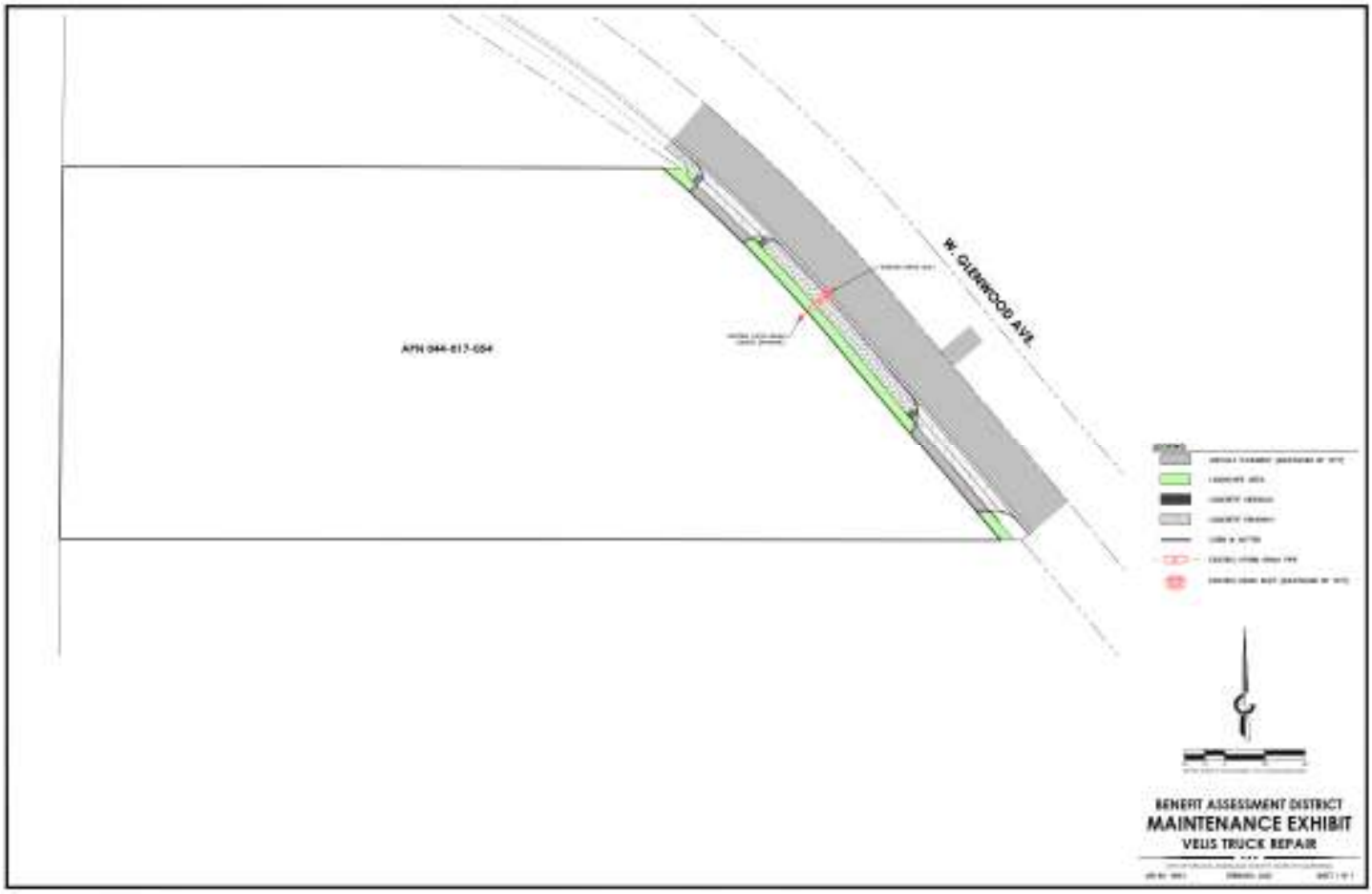
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SITE MAP and MAINTENANCE EXHIBIT
of
KARAMPOOR LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA




W. GLENWOOD AVE.
APN 044-617-024
BENEFIT ASSESSMENT DISTRICT
MAINTENANCE EXHIBIT
VELIS TRUCK REPAIR

ENGINEER'S REPORT FOR THE PROPOSED "KARAMPOOR"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA
DEVELOPMENT PROJECT NO. 23-003
Fiscal Year 2022-2023

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

Nanda Gottiparthy, Acting City Engineer, Engineer of Work for "Karampoor" Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Project No. 23-003, City of Turlock, Stanislaus County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

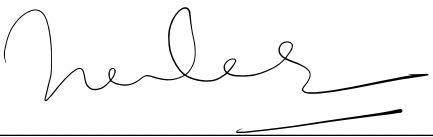
The improvements which are the subject of this report are briefly described as follows:

The maintenance and replacement of street improvements and minor drainage facilities and appurtenances, adjacent to or within the public right of way, in the street of the proposed "Karampoor" development, more particularly described with the development plans. "Karampoor" is a development of Assessor's Parcel Number 044-017-054 in Stanislaus County, California; and

This report consists of five parts, as follows:

PART A - Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
PART B - An estimate of the cost of the improvements.
PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district.
PART D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.
PART E - A diagram showing all the parcels of real property within this assessment district. This diagram is linked to Part C by assessment number.

Respectfully submitted,



Nanda Gottiparthy, P.E., Acting City Engineer
Engineer of Work

PART B

ENGINEER'S BENEFIT ASSESSMENT REPORT

FOR:

Karampoor

PROPOSITION 218 SUBDIVISION

Engineering Division Job # :	23-003	**APN(s) :**	044-017-054
Fiscal Year of Creation :	2022-2023	**Number of Lots :**	1
Fiscal Year of Report :	2022-2023	**Number of Acres**	1.67

	Charge to District at Creation	Charge to District at Report
Street Maintenance (Slurry Seal):		
6959 SF of Pavement @ **$0.14** per SF: ----------	$974.26	$974.26
Street Maintenance (Streep Sweeping):		
199.05 LF of Curb @ **$0.23** per LF: ----------	$45.78	$45.78
Storm Drainage Facilities:		
1 EA Catch Basins @ **$592.44** per EA: ----------	$592.44	$592.44
Administration:		
$70.00 Admin Charge for District: ----------	$70.00	$70.00
1 Lots @ **$9.08** per Lot: ----------	$9.08	$9.08
Total Yearly Charges to District :	**$1,691.56**	**$1,691.56**
Number of Acres :	**1.67**	**1.67**
Total Yearly Charges Per Acre :	**$1,012.91**	**$1,012.91**

ENGINEER'S BENEFIT ASSESSMENT REPORT "KARAMPOOR"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 23-003

PART C

ASSESSMENT
Fiscal Year 2022-2023

Special Assessment Number	Assessor's Parcel No.	Amount of Assessment
1	044-017-054	$1,691.56
	TOTAL ASSESSMENT:	$1,691.56

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

Inasmuch as each parcel within the subdivision benefits from the maintenance of the improvements, the cost of the improvements has been apportioned equally among the parcels. The annual assessment per lot has been combined into one amount to reflect current assessor's parcel numbering.

CLERK'S CERTIFICATION TO COUNTY AUDITOR

"KARAMPOOR" LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 23-003

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

TO THE AUDITOR OF THE COUNTY OF STANISLAUS:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessment and assessment diagram, for "Karampoor" Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Development Project No. 23-003, City of Turlock, confirmed by the City Council of the City of Turlock on the 13th day of June, 2023, by its Resolution No. 2023-____.

The document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

DATED: April 11, 2023

_____

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

ENGINEER'S REPORT

"KARAMPOOR" LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 23-003

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: April 11, 2023

Nanda Gottiparthy, P.E.
Acting City Engineer
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the 11th day of April, 2023.

Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Turlock, California, on the 13th day of June, 2023.

Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Stanislaus on the 1st day of August, 2024.

Julie Christel
City Clerk

PART E

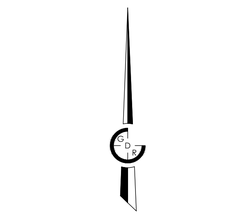
SITE MAP
of
"KARAMPOOR" LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA





LEGEND

- ASPHALT PAVEMENT (MAINTAINED BY CITY)
- LANDSCAPE AREA
- CONCRETE SIDEWALK
- CONCRETE DRIVEWAY
- CURB & GUTTER
- SD — EXISTING STORM DRAIN PIPE
- EXISTING DRAIN INLET (MAINTAINED BY CITY)



20 10 0 20 40
(If this sheet is not 24"x36", it is a reduced print)

BENEFIT ASSESSMENT DISTRICT
MAINTENANCE EXHIBIT
VELIS TRUCK REPAIR

CITY OF TURLOCK, STANISLAUS COUNTY, STATE OF CALIFORNIA

JOB NO. 19014 FEBRUARY, 2023 SHEET 1 OF 1

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE CITY COUNCIL'S INTENTION TO ORDER THE FORMATION OF AND TO LEVY AND COLLECT ASSESSMENTS FOR THE "KARAMPOOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 23-003" LOCATED AT 270 W. GLENWOOD AVENUE (APN 044-017-054)	**RESOLUTION NO. 2023-**

WHEREAS, on March 14, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-059 to initiate the proceedings for the formation of the benefit assessment district designated as the "Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003"; and

WHEREAS, on April 11, 2023, the City Council of the City of Turlock approved the City Engineer's Report that was prepared and filed in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with Section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

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

1. The City Council of the City of Turlock declares its intention to order the formation of and to levy and collect assessments within the Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003, beginning Fiscal Year 2022-2023 and continuing annually thereafter, pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.

2. The improvements to be made in this benefit assessment district are generally described as follows, with no substantial changes to approved improvements:

The maintenance and replacement of street improvements and minor drainage facilities adjacent to or within the public right of way in the streets included along the frontage of "Karampoor," a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 044-017-054, County of Stanislaus, State of California.

3. The proposed benefit assessment district distinctive designation is the "Karampoor Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area" and the general location of the district is as follows:

That parcel of land located on the west side of West Glenwood Avenue, identified by the County Assessor as Assessor's Parcel Number 044-017-054, County of Stanislaus, State of California.

4. The City Engineer's Report was prepared and is on file with the City Clerk. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels within the district.

5. The City Engineer is hereby ordered to initiate the assessment ballot proceedings.

6. Pursuant to Streets and Highways Code §22587, Government Code §§53753 and 54716, notice is hereby given that on Tuesday, the 13th day of June, 2023, at the hour of 6:00 p.m., prevailing local time, the City Council of the City of Turlock will conduct a public hearing on the question of the formation of the benefit assessment district and the levy of the proposed annual assessment. The public hearing will be held in the Yosemite Room (Council Chambers) on the 2nd floor of Turlock City Hall at 156 S. Broadway, Turlock, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April, 2023, by the following vote:

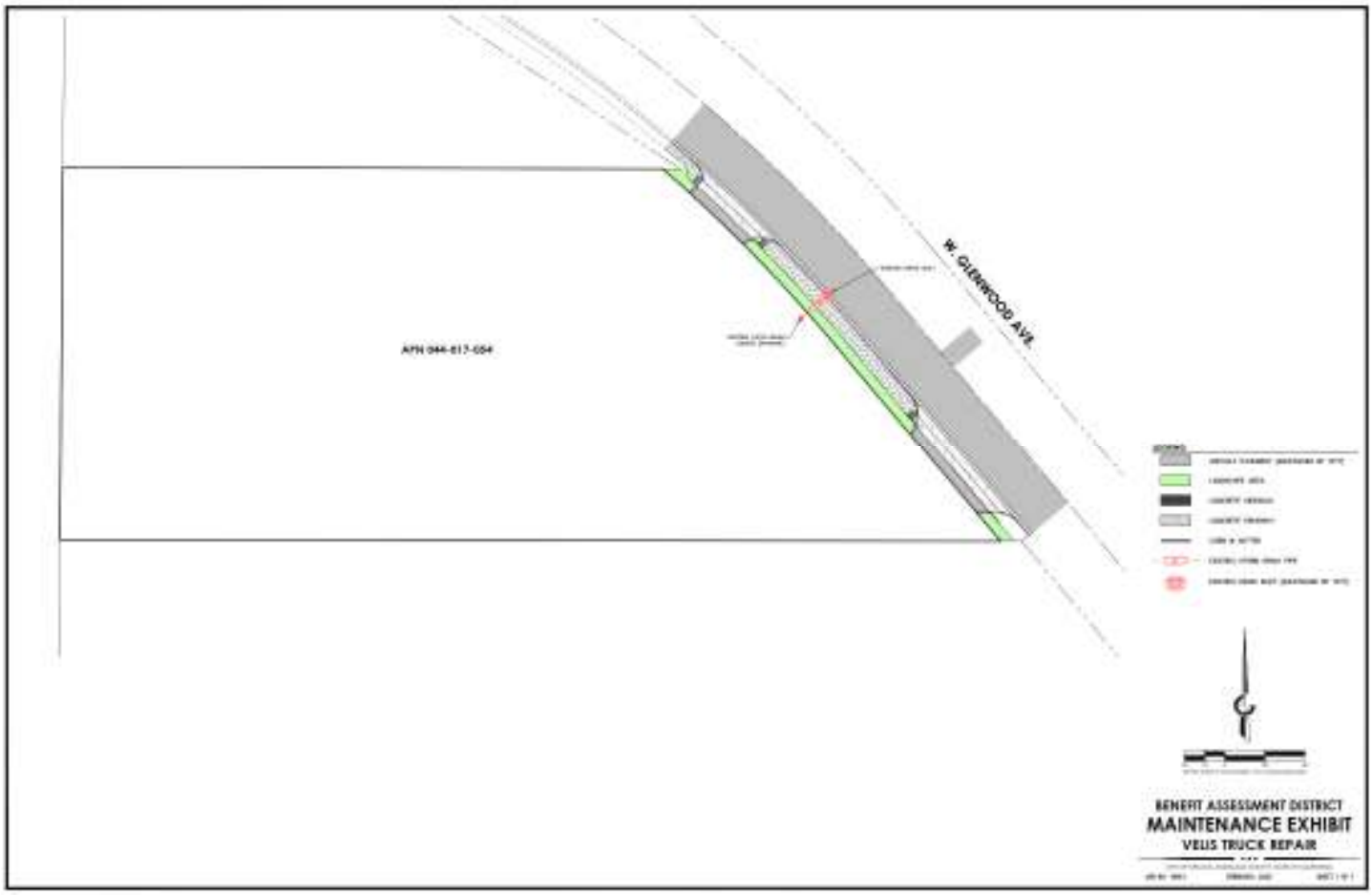
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SITE MAP and MAINTENANCE EXHIBIT
of
KARAMPOOR LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA




W. GLENWOOD AVE
APN 044-617-004
BENEFIT ASSESSMENT DISTRICT
MAINTENANCE EXHIBIT
VELIS TRUCK REPAIR

City Council Staff Report
April 11, 2023

From: Jason Hedden, Chief of Police

Prepared by: Amanda Fortado, Support Operations Manager

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Awarding RFP No. 22-034 to Crossroads Software Inc. for the purchase and maintenance of a new police ticket writing system; and approving an agreement between Crossroads Software Inc., and the City of Turlock in a form approved by the City Attorney in an amount not to exceed $60,000, to be paid from fund 240-00-000-213.51152, Police Services – Ticket Writers and fund 110-20-210.43060_036, Contract Services Ticket Writers

2. SYNOPSIS:

Award RFP No. 22-034 to Crossroads Software Inc. for the purchase of a new police ticket writing system and annual maintenance.

3. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award Crossroads Software Inc. the RFP for the purchase of a new Police Ticket Writing System and annual maintenance. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09(c)(5) Award of Contract shall be awarded by the City Council to the most qualified bidder. Crossroads Software Inc. is the most qualified bidder.

Purchasing solicited formal bids for a police ticket writing system, on Request for Proposal (RFP) No. 22-034 by publishing the formal bid notice in the local newspaper, the City's website, on the City Hall bulletin board and by contacting potential bidders. Two (2) vendors submitted a bid.

After reviewing the two competing bids, Crossroads submitted a bid for $48,600 while Tyler Technologies bid was $247,763. While Tyler Technologies offers a wider array of services it went beyond the scope of what the Police Department needs. Tyler Technologies has a much higher ongoing annual fee of $30,897, while Crossroads has a $1,900 annual maintenance cost. Crossroads is currently

used by Modesto Police and the Stanislaus County Sheriff's Department. In speaking to administrators and users of the Crossroads technology, it is easy to manage and is very user friendly.

Funds identified for the purchase of a new ticket writing system are currently budgeted at $60,000. Tyler Technologies far exceeds what is budgeted for the acquisition of this product. Additionally, Crossroads has the ability to expand with different services should this be desired in the future and when additional funds become available.

4. BASIS FOR RECOMMENDATION:

A. Crossroads Software, Inc. was not only the lowest bid in RFP No. 22-034, but also has a reputable product confirmed by other Law Enforcement Agencies in Stanislaus County.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
Adequate Funding has been budgeted in the FY 2022-23 budget.

Accounts: 240-00-000-213.51152 Police Services – Ticket Writers
110-20-210.43060_036 Contract Services Ticket Writers

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council could choose not to approve the purchase. This alternative is not recommended because based on the results of the RFP, Staff has selected a reasonably cost-effective vendor that provides for the needs of the department.

9. ATTACHMENTS:

A. Draft Resolution
B. Agreement
Exhibit A. Scope of Services

Attachment A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AWARDING RFP NO. 22-034 TO CROSSROADS SOFTWARE INC., FOR THE PURCHASE AND MAINTENANCE OF A NEW POLICE TICKET WRITING SYSTEM; AND APPROVING AN AGREEMENT BETWEEN CROSSROADS SOFTWARE INC., AND THE CITY OF TURLOCK IN A FORM APPROVED BY THE CITY ATTORNEY IN AN AMOUNT NOT TO EXCEED $60,000, TO BE PAID FROM FUND 240-00-000-213.51152, POLICE SERVICES – TICKET WRITERS AND FUND 110-20-210.43060_036, CONTRACT SERVICES TICKET WRITERS	**RESOLUTION NO. 2023-XXX**

WHEREAS, Request for Proposal No. 22-034 solicited bids for the purchase of a new police ticket writing system; and

WHEREAS, two (2) vendors submitted bids, including Crossroads Software Inc., in the amount of $48,600 and Tyler Technologies Inc., in the amount of $247,763; and

WHEREAS, an amount of $60,000 is currently budgeted in FY 2022-2023 for the specific purchase and maintenance of this product; and

WHEREAS, after reviewing the bids and researching vendor product, Crossroads Software Inc., is the appropriate vendor to award the bid based on cost and reputation of product.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby award RFP No. 22-034 to Crossroads Software Inc. for the purchase and maintenance of a new police ticket writing system; and approves an agreement between Crossroads Software Inc., and the City of Turlock, in a form approved by the City Attorney in an amount not to exceed $60,000, to be paid from fund 240-00-000-213.51152, Police Services – Ticket Writers and fund 110-20-210.43060_036, Contract Services Ticket Writers

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
CROSSROADS SOFTWARE, INC.
for
PURCHASE OF POLICE TICKET WRITING SYSTEM AND ANNUAL MAINTENANCE

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Crossroads Software Inc., a California company ("Service Provider"), on this 11th day of April 2023 (the "Effective Date"). City and Service Provider may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to purchase police ticket writing software and software maintenance from Service Provider (the "Project").

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 11th day of April, 2026 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for three (3) additional one (1) year terms, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager and Service Provider thirty (30) days prior to the expiration of this Agreement.

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

5. Work.

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

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

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

(a) Service Provider provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Service Provider's proposed course of action for completing the work and a specific

request for City to approve the Modification to the Services; (3) set forth the Service Provider's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Service Provider's proposed revisions, if any, to the Compensation Schedule; and

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Service Provider Services. City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Service Provider's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Service Provider shall not exceed Sixty Thousand and No/100ths Dollars ($60,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. **{Intentionally Omitted.}**

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

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

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

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

9. City Assistance to Service Provider. {Intentionally Omitted.}

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

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

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

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

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

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

unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Service Provider may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

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

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

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

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

14. Contact by Service Provider with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Service Provider nor Service Provider's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the Contractor Administrator. In no event shall Service Provider take any instructions or directions from an Interested Party on any matter pertaining to the Service Provider's Services to be performed for City under this Agreement.

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

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

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

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

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

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

determine the reasonable value of the Services rendered by Service Provider during the period when Services were suspended.

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

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

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

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

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

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Service Provider. In the event City shall give such notice of termination, Service Provider shall cease

rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

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

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Service Provider or before Service Provider commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Service Provider. If City terminates this Agreement after City has issued the Notice to Proceed to Service Provider and after Service Provider has commenced performance under this Agreement, City shall pay Service Provider the reasonable value of the Services rendered by Service Provider pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services. Service Provider shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Service Provider prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Service Provider prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.1. General Liability. Service Provider shall carry general liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars ($2,000,000.00).

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

25.3. Errors and Omissions Liability. **{Intentionally Omitted.}**

25.4. Commercial Automobile Liability. **{Intentionally Omitted.}**

25.5. Cyber Liability Insurance. When applicable, Service Provider must carry Cyber Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of

copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Service Provider shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Service Provider shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Service Provider; (c) cover products and completed operations of Service Provider, premises owned, occupied, or used by the Service Provider, or automobiles owned, leased, or hired or borrowed by the Service Provider; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Service Provider's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

27.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for a portion of the Services provided under this Agreement, to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Service Provider shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Service Provider or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Service Provider, or any direct or indirect subcontractor, employee, contractor, representative or agent of Service Provider, or anyone that Service Provider controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City

and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Service Provider, the Service Provider waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

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

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

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

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

32. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such

notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City:	**City of Turlock** **Attn: Chief Jason Hedden** **244 N. Broadway Avenue** **Turlock, California 95380**
With courtesy copies to:	**Petrulakis Law & Advocacy, APC** **Attn: George A. Petrulakis, City Attorney** **P.O. Box 92** **Modesto, California 95353**
If to Service Provider:	**Crossroads Software, Inc.** **Attn: Kelly Child** **210 W. Birch Street #207** **Brea, California 92821** **Email: kchild@crossroadssoftware.com**

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

City of Turlock
Amanda Fortado
244 N. Broadway Avenue
Turlock, California 95380
Telephone: (209) 656-3147
Email: afortado@turlock.ca.us

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

35. Use of City Project Number. **{Intentionally Omitted.}**

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

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

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

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

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

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

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

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

44. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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

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

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

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

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

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

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

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

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

[*Signatures on Following Page*]

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

SERVICE PROVIDER

Crossroads Software, Inc., a California company

By:_____

Print Name:_____

Title:_____

Date_____

CITY

City of Turlock, a California municipal corporation

By: _____
Reagan M. Wilson, City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Jason Hedden, Chief of Police

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

Crossroads Software Inc.

Proposal for a Police Ticket Writing System

for

The City of Turlock

January 25, 2023

Crossroads Software

210 W. Birch Street, Suite 207, Brea, CA 92821 (714) 990-6433

City of Turlock
Attn: Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380

January 25, 2023

Crossroads Software, Inc., is pleased to submit this proposal for an Electronic Citation Writer and Analytics System to the City of Turlock. Based in California, Crossroads Software has specialized in writing software for reporting and analytics of traffic citations and collisions for over 30 years. Over 250 police departments and over 350 public agency Traffic Engineering Departments in California use Crossroads' software products.

This proposal shall remain valid for a period of 180 days from submission.

For any questions regarding this proposal, please feel free to contact:

Jeff Cullen, CEO
Crossroads Software, Inc.
210 W. Birch St. #207
Brea, CA 92821
Phone: (714) 990-6433
Fax: (714) 990-5628
Email: jcullen@crossroadssofware.com
Website: www.crossroadssoftware.com

Sincerely,



Jeff Cullen
CEO
Crossroads Software, Inc.

Qualifications and Experience

Crossroads Software, Inc. is a California S Corporation and has been in business based in California for over 30 years.

Crossroads Software provides software systems for reporting and analysis of traffic citations and traffic collisions. Crossroads has provided Citation and Collision Database Analysis Systems to over 380 public agency traffic engineering departments and over 280 police departments in California.

Company Information

Company Name: Crossroads Software Inc.
Address: 210 W. Birch St. #207
City, State, Zip: Brea, California, 92821
Website: www.CrossroadsSoftware.com
Company Ownership: Jeff Cullen, CEO

Company Contact

Name and Title: Jeff Cullen, CEO
Address: 210 W. Birch St. #207
City, State, Zip: Brea, California, 92821
Phone: (714) 990-6433
Email: jcullen@crossroadssoftware.com

Employees working on the proposed Turlock Police Department project will be Kelly Child (Project Manager); Memduh Gorkem (iOS Software Developer); Michael Kalberg (Workstation and Court Interface Software Developer); Andrea Fieri (Support) and Jeff Cullen (Project Oversight and Training).

The Crossroads e-Citation Systems are in use by over 110 police departments in California. Crossroads' e-Citation apps run in iOS for iPhones and iPads, in Android for smartphones and tablets, and in Windows Tablets. Interfaces to other systems are in place for a wide number of RMS companies and Court Systems.

Additional Solutions

Crossroads specializes in software systems for reporting and analytics of traffic citations and collisions. Our other products that we offer include applications for Collision Report Writing. Other software systems we have are applications that work in conjunction with these systems and include Tow Forms, RIPA Forms, FI Cards, and interface modules that upload citations to RMS Systems, Courts and a system that upload Collision Reports to the California Highway Patrol.

Methodology

Implementation Plan

The Crossroads team has extensive experience in executing e-Citation System projects in California. The Project Implementation Plan for the City of Turlock is composed of the following action items:

Crossroads will prepare and send detailed project steps and proposed timeline. This document will be updated as tasks are completed.

Crossroads will schedule a virtual kickoff meeting to discuss project requirements and nuances.

Crossroads will obtain the Officer/User List from the City. The user list should consist of any person who will be using the software, including IT (for admin and configuration purposes). If the agency is using AD/LDAP, the agency will provide a list of user groups and the level of permissions desired for each group.

Crossroads will request a hard copy citation scan (front and back of the violator's copy) in pdf or jpg format from the Agency.

Crossroads will coordinate with the Stanislaus County court to determine the citation numbering range needed and obtain the court violation code list.

Crossroads will confirm the RMS vendor contact information and coordinate the RMS Exchange File format and upload method. Crossroads will coordinate with the RMS vendor contact to obtain desired configuration item lists such as hair colors, eye colors, race and vehicle makes and models.

Crossroads will acquire a Street Centerline Shapefile (GIS Map) from the City of Turlock. Crossroads will use these files to create the Street Model, which is used in the iOS e-Citation and in the Analytics application.

The agency will need two servers for the system. One server will need to host the SQL Server Database. The second server will serve to host the Sync Service application, which accommodates the sync process for uploading citations from the iPhone devices. The Servers do not need to be dedicated servers and virtual servers will run fine for this project.

Crossroads will log in with Agency IT and create backend SQL tables, then import the configuration items. This populates the back-end database for use with all the Crossroads applications.

Crossroads will download all relevant software applications and link them to the back-end database. Crossroads will produce files for installation on other workstations so department IT can install on as many workstations as needed.

Crossroads will install the Sync app, which is an IIS hosted web-service that acts as a listener on the Agency WiFi and executes the "Sync" process from the handheld devices when the user taps "Sync" in the app. This function appends cites to the back-end database. The same server will also host the Version control Windows Service to manage version control for our Sync Server service.

Crossroads will provide files and instructions to install fonts to the Zebra printers in order for the printers to print Judicial Council compliant citations.

Crossroads will acquire and import ten years of historic collision records from the CHP SWITRS System for use in the Collision/Citation Analytics Database application. The application installation files will be prepared and provided to the Agency IT Department for installation.

Crossroads will log in with IT and install the RMS export application for citations. The app is a Windows Service application which will be setup on a Windows scheduler to run at designated intervals.

Crossroads will log in with the Agency IT Department and install the Court Export module for uploading citations electronically to the court and send citations to court for approval.

Agency IT will download the iOS/Android Crossroads e-Cite application from the Apple App store onto each phone. On first launch the app will request the parameters for the sync server connection. Agency IT will Pair each device with a Zebra printer.

Department IT will install all applications on as many computer workstations as needed at the department using the files provided. The Crossroads Analytics app would normally go on the computer(s) for the Traffic Sergeant(s) and on a computer for a crime analyst. The CCM citation desktop management program would go on computers for officers using the e-Citation app and records persons' computers. The installation for each computer is done by just copying a folder to the computer and copying the shortcut in the folder to the desktop.

Note that all the Crossroads Applications are provided as a Site License and can be installed on as many devices and workstations as needed by the Agency.

Crossroads will provide online training for each component of the system. The applications are developed to be as intuitive and robust as possible so that the applications can even be used without training. Besides online training, Crossroads also provides video training files so additional personnel coming on board to the application after project implementation can avail themselves of the training process. The training

sessions include writing Traffic Citations, and training in the use of the CCM Desktop Management module, along with System Configuration training. Training in the use of the Crossroads Analytics System will also be provided.

Data in the Crossroads Systems is stored in the Agency on-site SQL Server databases and data retention can well exceed the stated four-year retention requirement if desired.

Tasks Required from City Staff

Agency IT will need to provide two servers for the proposed system. One server will need to host the SQL Server Database. The second server will serve to host the Sync Service application, which accommodates the sync process for uploading citations from the iPhone devices. The Servers do not need to be dedicated servers and virtual servers will run fine for this project.

IT personnel with allow a session login for Crossroads to create backend SQL tables, then import the configuration items.

Crossroads will produce files for installation on Agency workstations so department IT can install on as many workstations as needed. Installation for the workstation applications is simply a folder copy and shortcut setup.

Crossroads will provide files and instructions for the IT Department to install fonts to the Zebra printers in order for the printers to print Judicial Council compliant citations.

Agency IT will download the iOS/Android Crossroads e-Cite application from the Apple App store onto each phone. On first launch the app will request the parameters for the sync server connection. Agency IT will Pair each device with a Zebra printer.

Additional Innovative Approaches

Managing Users
Agency administrators can easily manage users and assign privileges and permissions in the system. Permissions can be assigned in "group level" (like Officer, Records, or Administrator) or in detailed item access (for access to individual system features).

Data Capture
The application provides the ability to write citations quickly and accurately. Drivers License and Registration barcodes can be scanned using just the camera on the iPhone. Location of the citation can be captured at the touch of a button that automatically populates the address or street and cross street of the event.

Imaging and Documents
The system provides the ability to attach photos and recordings to citation records. Photos are used by officers to capture images of persons (typically those that don't have identification) and images of vehicles and surrounding conditions relating to the citation.

Recordings are typically used to record officer notes about the stop for use in documenting the stop for defending the citation in court.

Validation
The system has built-in validation rules that ensure that citations are complete and accurate. Agencies using our system have decreased their Notices of Correction to the courts by over 95%.

Configuration
Many items in the Citation application are configurable and can be easily edited by Agency personnel. Items like violation codes, hair colors, eye colors, race, vehicle makes, models, colors, court dates and many other citation items are managed on the Crossroads CCM Desktop application.

Street Modeling
The system uses the Agency GIS Map (Street Centerline Shapefile) as the foundation of the street modeling in the applications. This provides the ability to capture location information quickly and accurately across all applications.

Analytics
The Crossroads Collison and Citation Database Analytics System provides over 100 different queries and reports, including a "Citation General Query", which allows the user to specify any relevant parameter of a citation for querying on. Citations and collisions can be broken down into many categories and descriptors and a battery of location-based analytics is included. Over 280 police departments in California use the Crossroads Analytic System.

Note that because of the large number of agencies using the Crossroads e-Citation Systems, the number of citations processed per month well exceeds the stated Agency requirement of 15,000 citations per month.

Staffing

The following Crossroads personnel will be assigned to the Turlock Citation System Project. Please see resumes for each team member in **Exhibit B**.

Kelly Child will be the Project Manager. Kelly will be the lead coordinator with the Agency and will schedule all Crossroads team members and oversee their duties on the project.

Memduh Gorkem is the lead handheld system software developer and will assist in creating the back-end SQL Server database tables and install the citation writing software components.

Michael Kalberg is the lead developer on the CCM desktop citation management application and will install and configure the Court citation interface module.

Jeff Cullen is the lead developer for the Analytics Application and will provide overall project oversight and training in the use of the applications installed for this project.

Note that because Crossroads provides software as a site license, we don't track project hours for each staff member that we allocate to each project. We don't charge for staff time by the hour. We dedicate whatever hours are needed for each staff member to accomplish the project successfully.

Similar Projects

Crossroads Software, Inc. has specialized in software for Reporting and Analytics of Citations and Collisions for over 30 years. We have done many similar projects. Some of the most recent projects include the following. Please see **Exhibit C** "References" for contact information for some similar projects Crossroads has done.

Stanislaus County Sheriff - Systems Provided: e-Citation; Collision Report Writer, CHP Collision Report Upload System

Modesto Police Department - Systems Provided: e-Citation; Collision Report Writer, CHP Collision Report Upload System; RIPA, Analytics System

Stockton Police Department - Systems Provided: e-Citation; Collision Report Writer, CHP Collision Report Upload System, Analytics System

Fresno Police Department - Systems Provided: e-Citation; Collision Report Writer, CHP Collision Report Upload System, Analytics System

San Jose Police Department - Systems Provided: e-Citation, Analytics, Analytics

Bakersfield Police Department - Systems Provided: e-Citation; Collision Report Writer, CHP Collision Report Upload System, Analytics System

Fee Proposal

Please see **Exhibit A** "Cost Proposal"

Exhibit A

Cost Proposal

Crossroads Software
210 W Birch St Ste 207
Brea, CA 92821 US
714-990-6433
kkalberg@crossroadssoftware.com
www.crossroadssoftware.com

Cost Proposal

ADDRESS
Turlock Police Department 156 S Broadway Turlock, Ca 95380

COST PROPOSAL #	DATE	EXPIRATION DATE
1075	01/20/2023	01/31/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
iOS Citation System	iOS Citation System (mobile) - Site License	1	28,500.00	28,500.00
Desktop Citation Management App	Desktop Citation Management App (CCM)	1	3,900.00	3,900.00
Syncing Module	Syncing Module (As a Windows Service)	1	3,900.00	3,900.00
Court Export Module	Court Export Module	1	0.00	0.00
Analytics Software License	Crossroads Collision Database Analytics Program	1	9,800.00	9,800.00
Installation and Training	Installation and Training (One training session -using remote login)	1	600.00	600.00
Maintenance and Support-e-Citation	Annual Maintenance and Support (includes upgrades to new versions as they become available)	1	1,900.00	1,900.00
		TOTAL		**$48,600.00**

Accepted By

Accepted Date

Exhibit B

Resumes

Kelly N. Child, MPA

Experience

Crossroads Software, Inc. ▪ *Brea, California, USA*

Director of Business Development ▪ April 2021 to Present

- Create and execute product implementation plans, acting as the main point of contact for clients
- Review contracts and prepare supporting documentation
- Oversee development schedule and assist in prioritizing development items
- Develop and implement internal systems and onboard team members to use new systems

Uganda Village Project ▪ *Iganga, Uganda and Colorado, USA*

Executive Director ▪ June 2017 to April 2021

- Create and execute revenue strategies targeted to individual donors, grantors, and IGAs
- Oversee activities and motivate members of volunteer Executive Board and in country staff in a remote environment
- Maintain and organize all institutional documentation and licenses
- Create and manage financial systems and documentation and communicate with governing body
- Establish and maintain communication strategies to engage a geographically diverse audience
- Manage and evaluate in country staff members to ensure organizational mission and objectives are met

Uganda Village Project ▪ *Iganga, Uganda*

Managing Director ▪ June 2015 to May 2017

- Responsible for all operational budgets and financial decision making in country
- Conduct planning and oversight of implementation of programming
- Lead design and execution of in country internship program in rural villages
- Supervise, motivate, and evaluate in-country staff to execute grassroots public health programming
- Analyze impact data and adjust programming as necessary
- Compose and edit grant applications and reports, including financial accountability
- Lead M&E strategy development and implementation; manage collection of and organize impact data

Pinewood Springs Fire Station and Community Center Project ▪ *Lyons, Colorado, USA*

Project Manager ▪ December 2012 to June 2015

- Determine budget required to meet functional building needs and create strategy to reach monetary goal
- Guide volunteers to execute events and pursue grants to raise funds
- Lead meetings with volunteers and ensure a collaborative environment among a diverse volunteer base
- Provide volunteer support when necessary , including grant-writing, directing events, and PR responsibilities
- Monitor budget and identify opportunities for fundraising

Crossroads Software, Inc. ▪ *Brea, California, USA*

Training and Support Specialist (with project management responsibilities) ▪ May 2007 to June 2010

- Lead implementation and systemization of innovative web-based technology creating regular revenue
- Coordinate and deliver virtual and in-person meetings, trainings, and support communication
- Manage three data entry employees who handle sensitive information
- Responsible for in person meetings and print materials to promote suite of software

Education

Master of Public Administration, International Development ▪ September 2017 to September 2019

- University of York ▪ *York, England, United Kingdom*

Bachelor of Arts, Cum Laude, Communication (Advertising) ▪ September 2003 to May 2005

- Hawai'i Pacific University ▪ *Honolulu, Hawai'i, USA*

Associate of Arts Degree, Liberal Arts ▪ August 2000 to May 2003

- Mt. San Antonio College ▪ *Walnut, California, USA*

Volunteer Work

Pinewood Springs Community Foundation ▪ *Lyons, Colorado, USA*

Director ▪ Dec 2014 to May 2020

- Assist community organizations by providing comprehensive financial support

Longmont YMCA ▪ *Longmont, Colorado, USA*

Jun 2012 to Aug 2013

- Act as a mentor for teen beautification project on the grounds of The Y
- Assist in focusing efforts and building skills of teens to complete a large scale project by planning, implementing, recruiting, and securing donations

Girls on the Run ▪ *Anaheim, California, USA*

Nov 2009 to Nov 2010

- Raise funds by encouraging individuals and businesses to sponsor me to run a half marathon
- Act as a Running Buddy to motivate and support girls 7 to 12 years-old to complete their first 5K

Windward Special Olympics ▪ *Kaneohe, Hawai'i, USA*

Oct 2003 to Oct 2005

- Organized volunteers to attend events
- Responsible for awards ceremony for all participating athletes

Ronald McDonald House Charities ▪ *Honolulu, Hawai'i, USA*

Nov 2004 to May 2005

- Arranged times and dates for volunteers to visit with charity representatives
- Gathered materials and assigned roles to prepare dinner for Ronald McDonald House guests

Crossroads Software, Inc.

210 W. Birch Street, #207 Brea, CA 92821 (714) 990-6433

JEFF CULLEN

Education

California State University Fullerton, B.S. in Computer Science, Minor: Mathematics, 1986.

Companies

1992 - Present	Crossroads Software, Inc. CEO and Director of Software Development.
1988 - 1992	Transtech Engineers, Inc. Design Engineer.

Professional Experience

CEO and founder of Crossroads Software, Inc. Managed company product development and company growth for the past 30 years.

With more than 30 years of experience in the traffic/transportation field, and over 30 years in the area of computer applications and software development, Mr. Cullen brings to each project the unique capability of developing powerful but practical programming/hardware solutions for his clients. Some of his accomplishments in the area of computer applications for transportation engineering include:

Designed, developed and implemented software packages for traffic collision and citation reporting and analysis, traffic signal design, graphics and mapping, radar speed study analysis and summary, license plate matching, traffic signal timing and coordination and transportation planning.

Using the Microsoft Windows based Crossroads Software Collision Database package, designed and implemented application database systems for more than 550 agencies throughout California, Nevada, and Washington, including the Cities of Los Angeles, Las Vegas, Long Beach, Redmond, Fresno, Stockton, the Counties of Los Angeles, San Diego, Riverside, San Bernardino, Santa Clara and many others.

Developed a full-featured Traffic Control Device Inventory System using Microsoft Access complete with GIS mapping and work order tracking capabilities.

Supplementing Mr. Cullen's experience in computer systems and software development is hands-on involvement analyzing and summarizing data (utilizing Crossroads Software systems) and preparing traffic signal, preliminary engineering and final design plans for numerous projects utilizing various design packages.

Memduh Gorkem

403 Imperial Hwy #303• Brea, CA 92821 • Phone: (714) 928-4321 • E-Mail: mgorkem@crossroadssoftware.com

Experience

Crossroads Software — June 2016 – Present

SENIOR MOBILE DEVELOPER (Swift & Android & C#)

- eCitation Application for Windows Tablets.
- Native eCitation Application for Android & iOS.
- Report Writer Application for Windows.
- Silverlight Reporting Software Development Support.

Nickelfish — June 2015 – June 2016

SENIOR MOBILE DEVELOPER (iOS Objective C & Android Java Developer)

- RCI Mobile iOS App; Performed in a developer role on an enterprise iOS app for RCI Wyndham Group. App makes use of RESTful web services to display resorts around the world. It also allows users to navigate through regions, experiences, and reach content over Eventful, Yelp, and other data sources. Videos and articles can be reached with extensive search and navigation possibilities.
- RCI Mobile Android App; worked as consultant to lead Android team over Romania.
- Experienced with APNS and GCM sending users Push messages on iOS & Android.
- Added Omniture and Sales Force Exact Target Analytics calls to the applications for extensive analytics capabilities.
- Coldwell Banker iOS App; Coldwell Banker iOS app allows users to search listed house in the market similar to Zillow. I have helped fixing bugs and helped a=on enhancements.
- Fanatics Android App; Joined San Francisco team as external contractor to help adding new features.
- Acara iOS App: I have re-stared the development on pre-written spec-changed application to meet customer expectations.

Sling Technologies - — Dec 2005 – May 2015

SENIOR DEVELOPER (Android Java, iOS Objective C, Cocoa Touch, PHP, MySQL)

- Responsible for Mobile App Development
- Law Enforcement Applications have been developed for Android devices to give officers to perform online & offline searches. Large-scale fat client semi-cloud app allows officers to write parking citations.
- Developed mobile databases, which can serve for 100M records. The unique design allows mobile devices to keep snapshot databases on board. App can perform live searches through Internet connection or access the local snapshot database on disconnected mode.
- Developed iOS app for same law enforcement app using Core-Data.
- Involved designing in-house no-SQL database such as NodeJS.
- Worked on Amazon EC2 instances with NodeJS and MAMP.
- Developed reliable and super fast synchronization methods with small bandwidth usage
- Applications have been tested with 40M local records offline with 3 seconds or less response time.

- REST and SOAP and JSON data layers have been developed with PHP and MYSQL and also DotNet IIS solutions
- Gift card manager application have been developed which can do real fast searches for live Gift Card database.
- Eye-Fi Card server app developed for Real estate photographers

Crossroads Software – Contract - Nov 2002 – December 2005
ANALYST PROGRAMMER (VB.Net, ASP.Net, SQL Server, Oracle)

- State of Nevada Collision & Citation Reporting System's WEB client has been developed with ASP and Oracle
- Handheld Citation & Collision, DUI systems has developed for several California and Texas Police Agencies on Windows Mobile and Windows CE devices
- MS Access code conventions to ASP platforms
- Developed No Cradle SYNC functionality for mobile devices
- Smart Client Technologies have been designed and implemented.

eLogic FEB 2000 – NOV 2002
ANALYST PROGRAMMER (ASP, SQL Server)

- Built billing class for company-wide use, which can be access from several different web portals. Such as RedHerring.com, SmartPlanet.com, LA411.com, NewsRe.com
- Built Newsletter creation and delivery system runs on ASP platforms used for TVInsite.com, LA411.com, NewsRe.com
- Created and support Activex solutions, in house components such as JavaScript tree objects for internal company needs.

WESTMARK HARRIS AUG 1999 – FEB 2000
CONTRACTER (VB, ACCESS, SQL Server, Oracle)

- Worked on improvement of existing Lease Administration software in VB6.
- Responsible for redesigning new functions and enhancing the product.
- Converted the Access codes to VB6 application

Education

Colorado Technical University

BS Degree – BA in Information Technologies

Gazi University

Electric and Electronics Engineering

Crossroads Software, Inc.

210 W. Birch Street, #207 Brea, CA 92821 (714) 990-6433

MICHAEL KALBERG

Education

United Education Institute, Networking Technology, 2000

Employment History

2000 - Present	Crossroads Software. Programmer/Software Developer
1994 – 2002	Elite Towing. Dispatcher/Director of Network; Computer Support

Professional Experience

Michael Kalberg has extensive knowledge of Windows-based database applications, records managements systems, Visual Basic programming, ASP development, .NET, and Windows-based networks. In addition to developing collision and citation analysis systems, Microsoft SQL Server, Access and Oracle database solutions, Mr. Kalberg is the chief .NET developer for Crossroads Software and its handheld-related software products.

Mr. Kalberg has developed numerous enhancements to the Traffic Collision and Citation Database System, including a Sketching Module; designed and implemented a separate Towing Database Program; conducted data translation from a variety of data formats and sources for the Traffic Collision Database. He has also helped develop and maintain the Handheld Traffic Report Writing System, including all main modules (citation, collision, DUI, field interview cards), the Electronic Citations Desktop and Syncing Program, and the electronic transfer of citation data from client agencies to county courts.

Mr. Kalberg has also provided support for all of Crossroads Software's software products, including the Collision Database, the Counts Management Program, the Speed Survey Module, and the Handheld Traffic Report Writing Program. He has installed these software products on clients' networks and workstations and provided training in the use of each and every Crossroads Software program.

Network and Computer Support (Elite Towing) – Supported existing computer network; ensured that each individual work station was running efficiently; solved all software-related issues and all hardware and networking problems.

Exhibit C

References

Stanislaus County Sheriff (Report Writer, e-Citation, Analytics, CHP SWITRS Upload)
Years in use: 2
Mark Nassy (IT)
250 Hackett Rd.
Modesto, CA 95358
(209) 525-7279
MNassy@stansheriff.com

Modesto Police Department (Report Writer, e-Citation, Analytics, CHP SWITRS Upload)
Years in use: 2
Paul Hardy (IT)
600 10th St.
Modesto, CA 95354
(209) 571-1937
PHardy@modestogov.com

Inglewood Police Department (Report Writer, e-Citation, Analytics, CHP SWITRS Upload)
Years in use: 10
Sergeant Jeff LaGreek
1 W. Manchester Blvd
Inglewood, CA 90301
(310) 412-5641
JLaGreek@CityofInglewood.org

Escondido Police Department (Report Writer, e-Citation, Analytics)
Years in use: 4
Lt. Scott Walters
1163 N. Centre City Parkway
Escondido, CA 92025
(760) 839-4901
SWalters@Escondido.org

Carlsbad Police Department (Report Writer, e-Citation, Analytics)
Years in use: 4
Dianne Evans – Project Manager
2560 Orion Way
Carlsbad, CA 92010
(760) 931-2259
Dianne.Evans@CarlsbadCA.gov

Stockton Police Department (Report Writer, e-Citation, Analytics)
Years in use: 10
Officer Lucas Woodward

22 E. Market St
Stockton, CA 95202
(209) 937-7292
Lucas.Woodward@Stocktongov.org

Bakersfield Police Department (Report Writer, e-Citation, Analytics, CHP SWITRS Upload)
Years in use: 7
Lt. Jeremy Blakemore
1601 Truxton Ave
Bakersfield, CA 93301
(661) 326-3835
jblakemo@bakersfieldpd.us

Fresno Police Department (Report Writer, e-Citation, Analytics)
Years in use: 10
Sgt. Mark Van Whyhe
2323 Mariposa St
Fresno, CA 93721
(559) 621-6229
mark.vanwyhe@fresno.gov

Anaheim Police Department (Report Writer, e-Citation, Analytics)
Years in use: 7
Erica Crandell
425 S. Harbor Bl
Anaheim, CA 92805
(714) 765-1976
ECrandell@Anaheim.net

Orange County Sheriff (e-Citation)
Years in use: 7
Sgt. Scott Merrill
Motorcycle Training Officer, MFF Instructor,
DUI Task Force, OCTAP Safety Member,
Electronic Traffic Citation Co-Administrator
sjmerrill@ocsheriff.gov

Ventura County Sheriff (Report Writer, e-Citation, Analytics)
Years in use: 3
Commander Eric Tennessen
5177 Camino Ruiz
Camarillo, CA 93012
(805) 947-8243
Eric.Tennessen@Ventura.org

Riverside County Sheriff (Report Writer, e-Citation, Analytics)
Years in use: 10
Sgt. Bryan De Loss
Moreno Valley Station
22850 Calle San Juan De Los Lagos
Moreno Valley, CA 92553
(951) 486-6700
BDeLoss@riversidesheriff.org

Exhibit D

System Requirements

Recommended Technical Specifications	
Single Server Installation (IIS and SQL server; dedicated server not required)	
	Processor: 2 Core VM Server or more
	RAM: Minimum 16GB
	OS Hard drive: 20GB available space (after OS and SQL Server install)
	Data Hard drive: 100GB (SSD preferred)
	SQL Server 2019 or later (install SQL Server Management Studio)
	OS: Windows Server 2019 or later
	**IIS required only for eCitation projects
Two Server Installation (isolataed SQL from IIS)	
Server 1: Application Server	
	Processor: 2 Core VM Server or more
	RAM: Minimum 8GB
	OS Hard drive: 20GB available space (after OS install)
	Data Hard drive: 100GB (SSD preferred)
	OS: Windows Server 2019 or later
	**IIS required only for eCitation projects
Server 2: Database Server	
	Processor: 2 Core VM Server or more

	RAM: Minimum 8GB
	OS Hard drive: 20GB available space (after SQL Server install)
	Data Hard drive: 50GB (SSD preferred)
	SQL Server 2019 or later (install SQL Server Management Studio)
	OS: Windows Server 2019 or later
Workstation Specifications for End Users (Windows)	
	Processor: Intel i5 or better
	RAM: Minimum 8GB
	Hard drive: 100GB free space (SSD preferred)
	OS: Window 10 or Higher
	.Net Framework 3.5
	Minimum resolution of 1200 x 800
	MS Access Runtime (Analytics application only)
Mobile Device Specifications	
iPhone	
	iOS 12 or later
	iPhone 10 or newer
iPad	
	iOS 12 or later
Windows	

	Hard drive: 20 GB free space	
	RAM: 8GB RAM	
	Minimum resolution 1200 x800	

City Council Staff Report
April 11, 2023

From: Erik Schulze, Public Works Director

Prepared by: Carrie Nicastro, Staff Services Technician

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the improvements and authorizing the City Engineer to file a Notice of Completion for "McCoon" Subdivision, Project No. 0673, located at 3900 Colorado Avenue (APN 072-075-051), on the southeast corner of Colorado Ave and Christofferson Parkway

2. SYNOPSIS:

Accepting improvements and authorizing the City Engineer to file a Notice of Completion.

3. DISCUSSION OF ISSUE:

The McCoon subdivision includes subdividing 3.42 acres into 41 single-family residential lots located on the southeast corner of Colorado Ave and Christofferson Parkway within the Northeast Turlock Master Plan (NETMP) Area. The property is located at 3900 Colorado Avenue, more particularly described as Stanislaus County APN 072-075-051.

The Planning Commission originally considered the request on February 1st, 2007, and recommend that the proposed amendment to the official City of Turlock Zoning Map and establishment of Planned Community Development District No. 258 [PD-258 (Rezone 2006-10) be authorized by the City Council. On March 13th, 2007, the City Council passed the zoning of the Planned Community Development District No. 258 (PD-258).

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 less 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 McCoon subdivision is a division of an existing parcel into 41 single-family residential parcels, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute an agreement to install the improvements within a specified amount of time. In an effort to expedite the recordation of the final map, the developers of the McCoon subdivision elected to execute an agreement to install the improvements.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. The recordation of the final map is consistent with the policy goals of the City. The final map and agreement conditioned upon construction of improvements for the McCoon subdivision, will ensure that the development installs the required improvements.

At this time all City of Turlock standard and conditioned improvements for the "McCoon" subdivision have been completed. With the City Council's authorization, the City Engineer will file a Notice of Completion with the Stanislaus County Recorder Office, therefore, approving and accepting the improvements associated with the "McCoon" subdivision, Project No. 0673.

4. BASIS FOR RECOMMENDATION:

A. Per Section 11-8-1001 of the Turlock Municipal Code, improvements associated with subdivisions of five (5) or more parcels shall be accepted by the City Council. The acceptance of the improvements shall imply only that the improvements have been completed satisfactorily and that the public improvements have been accepted for public use.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

On March 13th, 2007, the City Council found that Rezone No. 2006-10/Planned Community Development District No. 258 (PD-258) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA section 15183 (c)(1)(B) (Projects Consistent with a Community Plan, General Plan, or Zoning) and Section 15332 [In-Fill Project] of the CEQA Guidelines. This action does not alter the original determination and therefore no additional determination is required.

9. ALTERNATIVES:

A. City Council could choose to postpone accepting the improvements and not yet authorize the City Engineer to file a Notice of Completion. This alternative is not recommended by City Staff as the work has been satisfactorily completed.

10. ATTACHMENTS:

A. Draft Notice of Completion (NOC)

Attachment A

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
DEVELOPMENT PROJECT NO. 0673
"McCOON" SUBDIVISION

Notice is hereby given that work on the above-referenced project located on the southeast corner of the Colorado and Christofferson intersection, Turlock, California, Subdivision Agreement Document No. 2022-0040803, recorded Stanislaus County Records on June 3, 2022, was completed by the undersigned agency on April 11, 2023. The owner of development is MODESTO ROSELLE, LLC, 1701 W. March Lane Ste D, Stockton, CA, 95207, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Development Project Number on all communications relating to this work.

Date: _____

_____
(Signature- Nanda Gottiparthy, P.E., Acting City Engineer, Owner's Agent), City of Turlock

VERIFICATION

I, the undersigned, Acting 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

_____
NANDA GOTTIPARTHY, P.E.
ACTING CITY ENGINEER
OWNER'S AGENT

Executed on April 11, 2023 at Turlock, California, Stanislaus County

City Council Staff Report
April 11, 2023

From: Erik Schulze, Public Works Director

Prepared by: Carrie Nicastro, Staff Services Technician

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the improvements and authorizing the City Engineer to file a Notice of Completion for "Fairbanks Ranch" Subdivision, Project No. 14-73, located at 2707 East Tuolumne Road (APN 073-013-003), on the north side of East Tuolumne Road between North Quincy Road and North Waring Road

2. SYNOPSIS:

Accepting improvements and authorizing the City Engineer to file a Notice of Completion.

3. DISCUSSION OF ISSUE:

The Fairbanks Ranch subdivision subdivides one parcel totaling 40.6 acres into 129 single-family residential lots located on the north side of East Tuolumne Road between North Quincy Road and North Waring Road, and one 2.33-acre storm drainage basin within the East Tuolumne Master Plan (ETMP) Area. The property is located at 2707 East Tuolumne Road, more particularly described as Stanislaus County APN 073-013-003.

The Planning Commission originally approved the vesting tentative subdivision map after holding a public hearing in 2015.

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 less 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 Fairbanks Ranch subdivision is a division of an existing parcel into 129 single-family residential parcels, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute an agreement to install the improvements within a specified amount of time. In an effort to expedite the recordation of the final map, the developers of the Fairbanks Ranch subdivision elected to execute an agreement to install the improvements.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. The recordation of the final map is consistent with the policy goals of the City. The final map and agreement conditioned upon construction of improvements for the Fairbanks Ranch subdivision, will ensure that the development installs the required improvements.

At this time all City of Turlock standard and conditioned improvements for the "Fairbanks Ranch" subdivision have been completed. With the City Council's authorization, the City Engineer will file a Notice of Completion with the Stanislaus County Recorder Office, therefore, approving and accepting the improvements associated with the "Fairbanks Ranch" subdivision, Project No. 14-73.

4. BASIS FOR RECOMMENDATION:

A. Per Section 11-8-1001 of the Turlock Municipal Code, improvements associated with subdivisions of five (5) or more parcels shall be accepted by the City Council. The acceptance of the improvements shall imply only that the improvements have been completed satisfactorily and that the public improvements have been accepted for public use.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

On December 9, 2014, the City Council adopted a Mitigated Negative Declaration for the update to the East Tuolumne Master Plan. On March 5, 2015 the Planning Commission adopted a Mitigated Negative Declaration for the Fairbanks Ranch vesting tentative subdivision map (VTSM 2014-04). This action does not alter the original determination and therefore no additional determination is required.

9. ALTERNATIVES:

A. City Council could choose to postpone accepting the improvements and not yet authorize the City Engineer to file a Notice of Completion. This alternative is not recommended by City Staff as the work has been satisfactorily completed.

10. ATTACHMENTS:

A. Draft Notice of Completion (NOC)

Attachment A

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
DEVELOPMENT PROJECT NO. 14-73
"FAIRBANKS RANCH" SUBDIVISION

Notice is hereby given that work on the above-referenced project located on the north side of East Tuolumne Road between North Quincy Road and North Waring Road, Turlock, California, Subdivision Agreement Document No. 2019-0053340, recorded Stanislaus County Records on August 13, 2019, and Amendment No. 1 Document No. 20-0004630 recorded Stanislaus County Records on January 23, 2020, was completed by the undersigned agency on April 11, 2023. The owner of development is Fairbanks Ranch 1, LLC, 12340 Saratoga-Sunnyvale Road, Saratoga, CA, 95070, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Development Project Number on all communications relating to this work.

Date: _____

_____
(Signature- Nanda Gottiparthy, P.E., Acting City Engineer, Owner's Agent), City of Turlock

VERIFICATION

I, the undersigned, Acting 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

_____
NANDA GOTTIPARTHY, P.E.
ACTING CITY ENGINEER
OWNER'S AGENT

Executed on April 11, 2023 at Turlock, California, Stanislaus County

City Council Staff Report
April 11, 2023

From: Erik Schulze, Public Works Director

Prepared by: Carrie Nicastro, Staff Services Technician

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the improvements and authorizing the City Engineer to file a Notice of Completion for "Les Chateaux" Subdivision, Project No. 14-76, located at 3007 East Tuolumne Road (APN 073-013-004) on the northwest corner of East Tuolumne Road and North Waring Road

2. SYNOPSIS:

Accepting improvements and authorizing the City Engineer to file a Notice of Completion.

3. DISCUSSION OF ISSUE:

The Les Chateaux subdivision includes subdividing 19.7 acres into 60 single-family residential lots located on the northwest corner of East Tuolumne Road and North Waring Road and one 1.22-acre storm drainage basin within the East Tuolumne Master Plan (ETMP) Area. The property is located at 3007 East Tuolumne Road, more particularly described as Stanislaus County APN 073-013-004.

The Planning Commission originally approved the vesting tentative subdivision map after holding a public hearing on March 5, 2015.

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 less 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 Les Chateaux subdivision is a division of an existing parcel into 60 single-family residential parcels, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute an agreement to install the improvements within a specified amount of time. In an effort to expedite the recordation of the final map, the developers of the Les Chateaux subdivision elected to execute an agreement to install the improvements.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. The recordation of the final map is consistent with

the policy goals of the City. The final map and agreement conditioned upon construction of improvements for the Les Chateaux subdivision, will ensure that the development installs the required improvements.

At this time all City of Turlock standard and conditioned improvements for the "Les Chateaux" subdivision have been completed. With the City Council's authorization, the City Engineer will file a Notice of Completion with the Stanislaus County Recorder Office, therefore, approving and accepting the improvements associated with the "Les Chateaux" subdivision, Project No. 14-76.

4. BASIS FOR RECOMMENDATION:

A. Per Section 11-8-1001 of the Turlock Municipal Code, improvements associated with subdivisions of five (5) or more parcels shall be accepted by the City Council. The acceptance of the improvements shall imply only that the improvements have been completed satisfactorily and that the public improvements have been accepted for public use.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

On December 9, 2014, the City Council adopted a Mitigated Negative Declaration for the update to the East Tuolumne Master Plan. On March 5, 2015 the Planning Commission adopted a Mitigated Negative Declaration for the Le Chateaux vesting tentative subdivision map (VTSM 2014-03) This action does not alter the original determination and therefore no additional determination is required.

9. ALTERNATIVES:

A. City Council could choose to postpone accepting the improvements and not yet authorize the City Engineer to file a Notice of Completion. This alternative is not recommended by City Staff as the work has been satisfactorily completed.

10. ATTACHMENTS:

A. Draft Notice of Completion (NOC)

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
DEVELOPMENT PROJECT NO. 14-76
"LES CHATEAUX" SUBDIVISION

Notice is hereby given that work on the above-referenced project located on the northwest corner of East Tuolumne Road and North Waring Road, Turlock, California, Subdivision Agreement Document No. 2021-0024646, recorded Stanislaus County Records on March 12, 2021, was completed by the undersigned agency on April 11, 2023. The owner of development is KB Home North Bay, LLC, 4830 Business Center Dr. Ste 150, Fairfield, California, 94534, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Development Project Number on all communications relating to this work.

Date: _____

_____
(Signature- Nanda Gottiparthy, P.E., Acting City Engineer, Owner's Agent), City of Turlock

VERIFICATION

I, the undersigned, Acting 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

_____
NANDA GOTTIPARTHY, P.E.
ACTING CITY ENGINEER
OWNER'S AGENT

Executed on April 11, 2023 at Turlock, California, Stanislaus County

City Council Staff Report
April 11, 2023

From: Erik Schulze, Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Engineer's Report for the "Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012" located at 1037 S. Kilroy Road (APN 044-010-011)

Resolution: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012" located at 1037 S. Kilroy Road (APN 044-010-011)

2. SYNOPSIS:

Continuing the procedures for the formation of the Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area for the Shergill commercial development.

3. DISCUSSION OF ISSUE:

The Shergill commercial project includes the development of a 10-acre parcel for a truck yard for semi-trucks and trailers. The development is being constructed in two phases: Phase 1 will develop 4.5 acres for 72 truck/trailer parking spaces and it will include onsite improvements and full frontage improvements such as curb, gutter, and sidewalk. Phase 1 is near completion; Phase 2 will commence approximately 24-36 months afterwards and it will develop the remaining 6 acres with an additional 86 truck/trailer parking spaces. The project is located inside the Westside Industrial Specific Plan (WISP) more particularly at 1037 S. Kilroy Road (APN 044-010-011).

As a condition of the development and Minor Discretionary Permit No. 2020-26, the development project is required to form an assessment district and benefit assessment area to finance the operation and maintenance of storm drainage facilities, streets, and street lighting.

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of assessment Districts and benefit assessment areas. Their purpose is to ensure that development pays for its own maintenance and operation of streetlights, landscape maintenance, street sweeping, drainage facilities and future slurry seals. The formation of assessment districts and benefit assessment areas allow the associated developments to be built without placing an unfinanced service burden on existing City funds that maintain these components.

The proceedings for the formation of an assessment district and benefit assessment area are conducted at three (3) Council meetings. The first meeting was held on March 28, 2023, at which time Council initiated the proceedings. The Council's action tonight is the second meeting wherein the Council may approve the report, as filed, or the Council may modify the report and approve it as modified. After approval of the report, as filed or as modified, the Council will declare its intention to levy and collect assessments, and schedule a public hearing to allow any interested person to file a written protest or address the Council on this matter.

The third and final meeting, currently scheduled for June 13, 2023, Council will conduct the public hearing and upon its conclusion, by resolution, order the improvements and formation of the Shergill Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area and confirm the diagram and assessments. This action will be filed with the Stanislaus County Auditor in Fiscal Year 2024-25.

4. BASIS FOR RECOMMENDATION:

A. Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development.

B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on street sweeping, street slurry seals, and minor storm drain facilities so as to not affect existing City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The first year's annual assessment from the development will be $3,909.00. This amount will be collected prior to the improvements being signed off and approved by the City, and it will be allocated to revenue account 246-00-000.30070_258 "LMD Assessments Shergill-1037 S Kilroy Rd." Annual assessments are tied to the Engineering News Record (ENR) Construction Cost Index and will be adjusted accordingly.

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Reject the Engineer's Report and/or decline to declare the intention to levy and collect assessments. City staff does not recommend this alternative as the map benefits from surrounding infrastructure and their associated maintenance costs would then impact other City funds.

B. Modify the Engineer's Report by reducing the proposed assessments. City staff does not recommend this alternative as the proposed assessments in the Engineer's Report are based on cost recovery for maintenance of the infrastructure and would require the use of other City funds to cover the difference.

10. ATTACHMENTS:

A. Draft Resolution for Engineer's Report
Exhibit A: Engineer's Report

B. Draft Resolution for declaration of intent to levy and collect assessments

Attachment A

EFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE ENGINEER'S REPORT FOR THE "SHERGILL LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 23-012" LOCATED AT 1037 S. KILROY ROAD (APN 044-010-011)	**}**	**RESOLUTION NO. 2023-XXX**

WHEREAS, on March 28, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-074 to initiate the proceedings for the formation of the benefit assessment district designated as the "Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012"; and

WHEREAS, the City Council of the City of Turlock designated the City Engineer of the City of Turlock as the Engineer of Work for purposes of the formation proceedings related to the Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-003; and

WHEREAS, the City Council of the City of Turlock ordered the City Engineer to prepare and file a report in accordance with Article 4 (commencing with section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982 and, upon completion, file the report with the City Clerk; and

WHEREAS, on March 29, 2023, the City Engineer filed this report with the City Clerk; and

WHEREAS, the filed report is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock hereby approve the Engineer's Report for the "Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SITE MAP
of
SHERGILL LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA



ENGINEER'S REPORT FOR THE PROPOSED "SHERGILL"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA
DEVELOPMENT PROJECT NO. 23-012
Fiscal Year 2022-2023

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

Nanda Gottiparthy, Acting City Engineer, Engineer of Work for "Shergill" Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Project No. 23-012, City of Turlock, Stanislaus County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

The maintenance and replacement of street lighting, streets, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed "Shergill" development, more particularly described with the development plans. "Shergill" is a development of Assessor's Parcel Number 044-010-011 in Stanislaus County, California; and

This report consists of five parts, as follows:

PART A - Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
PART B - An estimate of the cost of the improvements.
PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district.
PART D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.
PART E - A diagram showing all the parcels of real property within this assessment district. This diagram is linked to Part C by assessment number.

Respectfully submitted,



Nanda Gottiparthy, P.E., Acting City Engineer
Engineer of Work

PART B

ENGINEER'S BENEFIT ASSESSMENT REPORT

FOR:

Shergill- 1037 S Kilroy

PROPOSITION 218 SUBDIVISION

Engineering Division Job # :	23-012	**APN(s) :**	044-010-011
Fiscal Year of Creation :	2022-2023	**Number of Lots :**	1
Fiscal Year of Report :	2022-2023	**Number of Acres**	10.74

					Charge to District at Creation	Charge to District at Report
Street Lighting:						
1	Street Lights @	**$274.04**	each:	----------	$274.04	$274.04
Street Maintenance (Slurry Seal):						
10904	SF of Pavement @	**$0.14**	per SF:	----------	$1,526.56	$1,526.56
Street Maintenance (Streep Sweeping):						
376	LF of Curb @	**$0.23**	per LF:	----------	$86.48	$86.48
Storm Drainage Facilities:						
1	EA Catch Basins @	**$592.44**	per EA:	----------	$592.44	$592.44
1	EA Storm Drain Manholes @	**$276.55**	per EA:	----------	$276.55	$276.55
231	FT of Storm Drain Pipe @	**$3,355.70**	per 1,000 FT:	----	$775.17	$775.17
Administration:						
$70.00	Admin Charge for District:			----------	$70.00	$70.00
1	Lots @	**$9.08**	per Lot:	----------	$9.08	$9.08
WISP W. Canal, Bikepath Maintenance						
10.7	acres @	**$27.81**	per Acre:	----------	$298.68	$298.68
			Total Yearly Charges to District :		**$3,909.00**	**$3,909.00**
			Number of Acres :		**10.74**	**10.74**
			Total Yearly Charges Per Acre :		**$363.97**	**$363.97**

ENGINEER'S BENEFIT ASSESSMENT REPORT "SHERGILL"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 23-012

PART C

ASSESSMENT
Fiscal Year 2022-2023

Special Assessment Number	Assessor's Parcel No.	Amount of Assessment
1	044-010-011	$3,909.00
	TOTAL ASSESSMENT:	$3,909.00

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

Inasmuch as each parcel within the subdivision benefits from the maintenance of the improvements, the cost of the improvements has been apportioned equally among the parcels. The annual assessment per lot has been combined into one amount to reflect current assessor's parcel numbering.

CLERK'S CERTIFICATION TO COUNTY AUDITOR

"SHERGILL" LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 23-012

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

TO THE AUDITOR OF THE COUNTY OF STANISLAUS:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessment and assessment diagram, for "Shergill" Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Development Project No. 23-012, City of Turlock, confirmed by the City Council of the City of Turlock on the 13th day of June, 2023, by its Resolution No. 2023-____.

The document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

DATED: April 11, 2023

_____
Julie Christel, City Clerk
City of Turlock, State of California

ENGINEER'S REPORT

"SHERGILL" LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 23-012

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: April 11, 2023

Nanda Gottiparthy, P.E.
Acting City Engineer
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the 11th day of April, 2023.

Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Turlock, California, on the 13th day of June, 2023.

Julie Christel
City Clerk

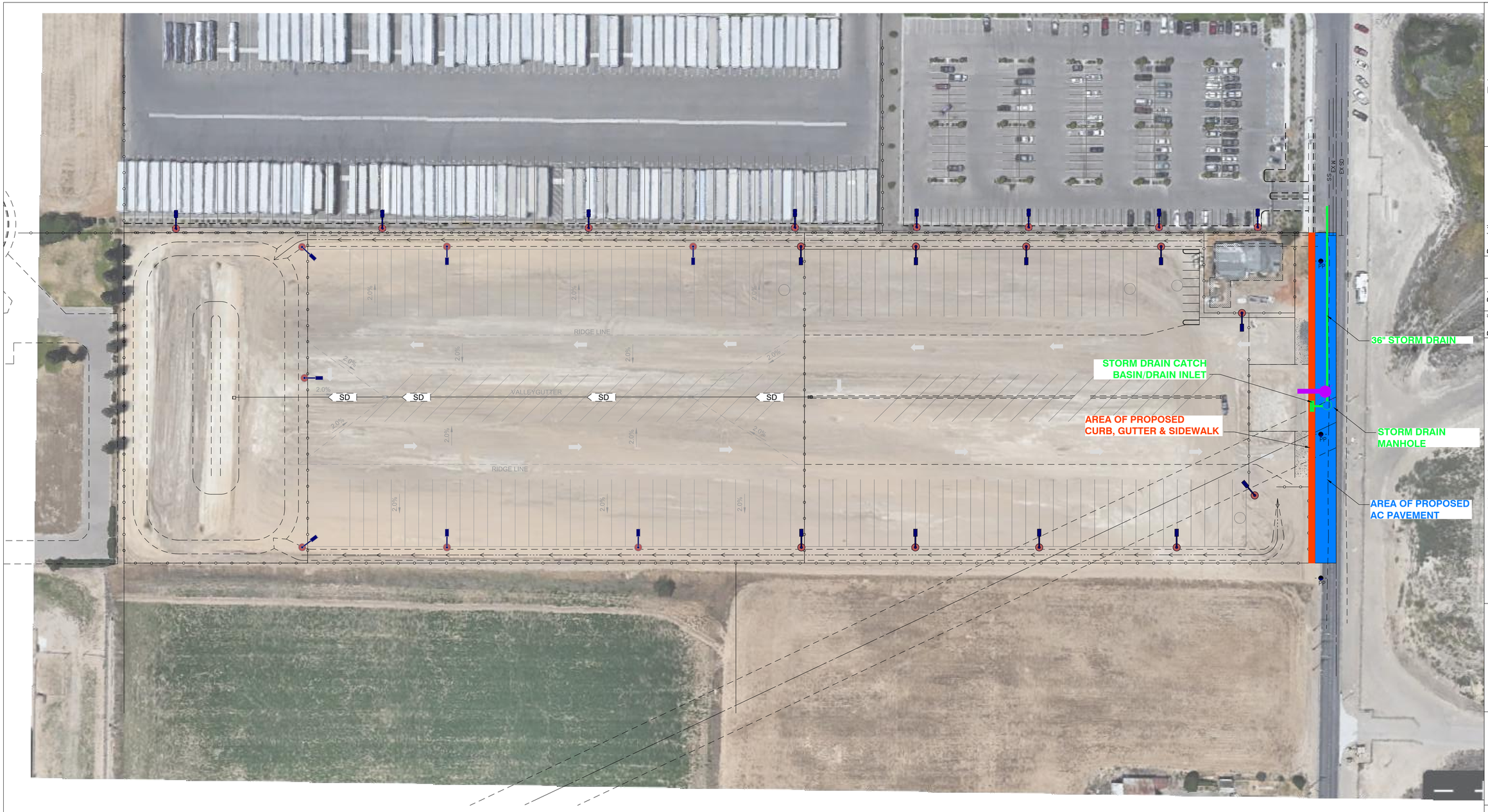
I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Stanislaus on the 1st day of August, 2024.

Julie Christel
City Clerk

PART E

SITE MAP
of
“SHERGILL” LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA





PAVEMENT: 10,904 S.F.

6" CURB: 376 L.F.

36" STORM DRAIN: 231 L.F.

CATCH BASIN/DRAIN INLET: 1 QTY.

STORM DRAIN MANHOLE: 1 QTY.

STREET LIGHT: 1 QTY.

NORTH

0 25 50

elevation
DESIGN + CONSULTING
PO BOX 1159 CERES,CA 95307
SABINO URRUTIA
PH) 209 . 872 . 2099
EMAIL) elevation-dc@outlook.com

Rev. #	Date	Description

BENEFIT ASSESSMENT DISTRICT MAINTENANCE EXHIBIT

KILROY TRUCK PARKING
1037 SOUTH KILROY ROAD
TURLOCK, CA 95380

Job#:	EDC-0012
Scale:	AS NOTED
Date:	3/20/23
Drawn By:	SCU
Checked By:	JM

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SHEET:
1 OF 1

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE CITY COUNCIL'S INTENTION TO ORDER THE FORMATION OF AND TO LEVY AND COLLECT ASSESSMENTS FOR THE "SHERGILL LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 23-012" LOCATED AT 1037 S. KILROY ROAD (APN 044-010-011)	**RESOLUTION NO. 2023-XXX**

WHEREAS, on March 28, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-074 to initiate the proceedings for the formation of the benefit assessment district designated as the "Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012"; and

WHEREAS, on April 11, 2023, the City Council of the City of Turlock approved the City Engineer's Report that was prepared and filed in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with Section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

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

1. The City Council of the City of Turlock declares its intention to order the formation of and to levy and collect assessments within the Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012, beginning Fiscal Year 2022-2023 and continuing annually thereafter, pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.

2. The improvements to be made in this benefit assessment district are generally described as follows, with no substantial changes to approved improvements:

The maintenance and replacement of street lighting, street improvements, and storm drainage facilities adjacent to or within the public right of way in the streets included along the frontage of "Shergill," a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 044-010-011, County of Stanislaus, State of California.

3. The proposed benefit assessment district distinctive designation is the "Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area" and the general location of the district is as follows:

That parcel of land located on the west side of S. Kilroy Road, identified by the County Assessor as Assessor's Parcel Number 044-010-011, County of Stanislaus, State of California.

4. The City Engineer's Report was prepared and is on file with the City Clerk. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels within the district.

5. The City Engineer is hereby ordered to initiate the assessment ballot proceedings.

6. Pursuant to Streets and Highways Code §22587, Government Code §§53753 and 54716, notice is hereby given that on Tuesday, the 13th day of June, 2023, at the hour of 6:00 p.m., prevailing local time, the City Council of the City of Turlock will conduct a public hearing on the question of the formation of the benefit assessment district and the levy of the proposed annual assessment. The public hearing will be held in the Yosemite Room (Council Chambers) on the 2nd floor of Turlock City Hall at 156 S. Broadway, Turlock, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SITE MAP
of
SHERGILL LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA



City Council Staff Report
April 11, 2023

From: Dale Goodman, Municipal Services Director

Prepared by: David Huff, Water Quality Control Division Manager

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Awarding Request for Bid (RFB) No. 22-032 and approving an Agreement, in a form approved by the City Attorney, with Crane & Hoist Services, Ltd. for hoist and crane inspections, testing, repairs and preventative maintenance for the Municipal Services Department in an annual amount not to exceed $150,000, for a term of three (3) years, with an election to extend for three (3) additional one (1) year terms, for a total compensation amount not-to-exceed $900,000, to be paid from Fund 410-51-530.43314 “Contract Help Services”, Fund 420-52-550.43314 “Special Services/Projects” and Fund 426-40-415-241-001.43120_004 “Building Maintenance CNG”

2. SYNOPSIS:

Awarding RFB No. 22-032 and approving an agreement with Crane & Hoist Services, Ltd. For hoist and crane inspections, testing, repairs and preventative maintenance.

3. DISCUSSION OF ISSUE:

Staff is recommending authorization to award Request for Bid (RFB) 22-032 and Contract No. 2023-94 with Crane & Hoist Services, Ltd. as the lowest responsive and responsible bidder meeting all specifications and requirements.

The Municipal Services Department owns and operates over twenty (20) cranes and hoists used to lift equipment up to eight (8) tons. Overhead hoists are located throughout our water and wastewater systems to pull pumps/motors for maintenance and the City’s fleet department utilizes hoists to work on City vehicles/buses. The City also has mobile cranes and bucket trucks used for a variety of application including street sign/light repairs, tree trimming and sewer/storm pump retrieval.

Each crane and hoist system is required to have routine inspections and load tests mandated by the Occupational Safety and Health Administration (OSHA). The City

is furnishing a contractor to complete routine maintenance, repairs and replacement to keep the City's mission critical equipment in service.

The Purchasing Division issued an RFB 22-032 for Crane and Hoist Preventative Maintenance Repairs and Replacement on various sites. Multiple vendors were solicited. Crane & Hoist Services Ltd. was the lowest and responsible bidder.

4. BASIS FOR RECOMMENDATION:

A. Pursuant to the requirements of California Code of Regulations, Title 8, Section 5031 related to crane and hoist inspections and certification, this agreement is necessary.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

Fiscal Impact:

The annual compensation amount not to exceed $150,000.
410-51-530.43314 "Contract Help Services"
420-52-550.43320 "Special Services/Projects"
426-40-415-241-001.43120_004 "Building Maintenance CNG"

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

None

8. ALTERNATIVES:

A. Do not approve the agreement with Crane & Hoist Services, Ltd. This option is not recommended because Crane & Hoist Services, Ltd. is the lowest responsible bidder. Further, to comply with applicable state regulations, it is important to ensure that all crane and hoist equipment is certified and repaired, as necessary, in a timely manner.

9. ATTACHMENTS:

A. Draft Resolution
B. Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AWARDING REQUEST FOR BID (RFB) NO. 22-032 AND APPROVING AN AGREEMENT, IN A FORM APPROVED BY THE CITY ATTORNEY, WITH CRANE & HOIST SERVICES, LTD. FOR HOIST AND CRANE INSPECTIONS, TESTING, REPAIRS AND PREVENTATIVE MAINTENANCE FOR THE MUNICIPAL SERVICES DEPARTMENT IN AN ANNUAL AMOUNT NOT TO EXCEED $150,000, FOR A TERM OF THREE (3) YEARS, WITH AN ELECTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS, FOR A TOTAL COMPENSATION AMOUNT NOT-TO-EXCEED $900,000, TO BE PAID FROM FUND 410-51-530.43314 "CONTRACT HELP SERVICES", FUND 420-52-550.43314 "SPECIAL SERVICES/PROJECTS" AND FUND 426-40-415-241-001.43120_004 "BUILDING MAINTENANCE CNG"	**RESOLUTION NO. 2023-XXX**

WHEREAS, staff is recommending authorization to award Request for Bid (RFB) 2022-032 and Contract No. 2023-94 with Crane & Hoist Services, Ltd. based on the company's experience and submitting the lowest bid; and

WHEREAS, the Municipal Services Department owns and operates over twenty (20) cranes and hoists used to lift equipment up to 8 tons; and

WHEREAS, overhead hoists are located throughout our water and wastewater systems which are used to pull pumps/motors for maintenance, the City's fleet department utilizes hoists to work on city vehicles/buses, and the City utilizes mobile cranes and bucket trucks for a variety of applications including street sign/light repairs, tree trimming and sewer/storm pump retrieval; and

WHEREAS, each crane and hoist system is required to have routine inspections and load test mandated by OSHA, and as such, the City is furnishing a contractor to complete routine maintenance, repairs and replacement to keep the City's mission critical equipment in service; and

WHEREAS, the Purchasing Office RFB 22-032 for Crane and Hoist Preventative Maintenance Repairs and Replacement on various sites. Multiple vendors were solicited. Crane & Hoist Services Ltd. was the lowest and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby award Request for Bid (RFB) No. 22-032 and approve an Agreement, in a form approved by the City Attorney, with Crane & Hoist Services, Ltd. for hoist and crane inspections, testing, repairs and preventative maintenance for the Municipal Services

Department in an annual amount not to exceed $150,000, for a term of three (3) years, with an election to extend for three (3) additional one (1) year terms, for a total compensation amount not-to-exceed $900,000, to be paid from Fund 410-51-530.43314 “Contract Help Services”, Fund 420-52-550.43314 “Special Services/Projects” and Fund 426-40-415-241-001.43120_004 “Building Maintenance CNG.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April, 2023, by the following vote:

AYES:	(0)
NOES:	(0)
NOT PARTICIPATING:	(0)
ABSENT:	(0)

ATTEST:

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

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
CRANE & HOIST SERVICES, LTD
for
CRANE & HOIST PREVENTATIVE MAINTENANCE, REPAIRS AND REPLACEMENT SERVICES

City Contract No. 2023-94

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Crane & Hoist Services, LTD a California corporation ("Service Provider"), on this 11th day of April 2023 (the "Effective Date"). City and Service Provider may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform Service Provider services to assist City with the Crane and Hoist Preventative Maintenance, Repairs, and Replacement (the "Project").

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail

2. Term. The term of this Agreement shall be three years and will commence on the Effective Date and terminate on the 11th day of April, 2026 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for three (3) additional one year (1) terms, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager and Service Provider thirty (30) days prior to the expiration of this Agreement.

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

5. Work.

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

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

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

(a) Service Provider provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set

forth the Service Provider's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Service Provider's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Service Provider's proposed revisions, if any, to the Compensation Schedule; and

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

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

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Service Provider's work.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Service Provider Services. City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Service Provider's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's annual compensation to Service Provider shall not exceed One Hundred Fifty Thousand Dollars ($150,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

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

12.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Service Provider may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

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

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

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

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

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

to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

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

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

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

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

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

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

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

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

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

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

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

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

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Service Provider or before Service Provider commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Service Provider. If City terminates this Agreement after City has issued the Notice to Proceed to Service Provider and after Service Provider has commenced performance under this Agreement, City shall pay Service Provider the reasonable value of the Services rendered by Service Provider pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services. Service Provider shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Service Provider prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Service Provider prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24.3 Errors and Omissions Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, Service Provider shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars ($2,000,000.00) per claim or greater if appropriate for the Service Provider's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Service Provider shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Service Provider shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Service Provider shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Service Provider; (c) cover products and completed operations of Service Provider, premises owned, occupied, or used by the Service Provider, or automobiles owned, leased, or hired or borrowed by the Service Provider; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Service Provider's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

26. Indemnificaions

26.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Service Provider shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Service Provider or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Service Provider, or any direct or indirect subcontractor, employee, contractor, representative or agent of Service Provider, or anyone that Service Provider controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to

all other Liabilities. With respect to third party claims against the Service Provider, the Service Provider waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

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

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

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

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

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

If to City: **City of Turlock**
Attn: Dale Goodman
156 S. Broadway, Suite XXX
Turlock, CA 95380-5461

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

If to Service Provider: _____
Attn: _____
_____
_____

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

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

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

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

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

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

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

38. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on

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

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

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

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

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

43. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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

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

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

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

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

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

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

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

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

[*Signatures on Following Page*]

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

CITY

Crane & Hoist Services, Ltd. , a California corporation

By:_____

Print Name:_____

Title:_____

Date_____

City of Turlock, a California municipal corporation

By: _____
Reagan M. Wilson, City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Dale Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

Agenda Item 7A

Introduction and first reading of an ordinance
amending Turlock Municipal Code (TMC)
Title 1, Chapter 6, Article 1,
Insurance Requirements

The Public Hearing for this item has been rescheduled to the April 25, 2023 City Council meeting

City Council Staff Report
April 11, 2023

From: Jessie Dhami, Human Relations Director

Prepared by: Darlene Ingersoll, Principal Human Relations Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an Agreement between the City of Turlock and Sloan Sakai Yeung & Wong LLP in a form approved by the City Attorney for professional services to conduct a comprehensive Compensation and Classification Study in an amount not to exceed $148,500, to be paid from fund 110-10-112.43014 “Compensation Study”

2. SYNOPSIS:

Approving an Agreement between the City of Turlock and Sloan Sakai Yeung & Wong LLP to conduct a comprehensive Compensation and Classification Study. This item supports building a high-performing organization by attracting and retaining high-performance employees by successfully competing for and retaining employee talent in the job market.

3. DISCUSSION OF ISSUE:

It is best practice of public sector organizations, like the City of Turlock, to periodically conduct a study to assess its compensation and classification structure. The last compensation study completed by Cooperative Professional Services (CPS) was in 2017.

As such, staff is recommending that the City conduct a comprehensive compensation and classification study as outlined below and in the attachments.

A comprehensive compensation study is a comparison of pay and benefits, both internally and externally, to determine if there is internal equity and external competitiveness in relation to the applicable job market. If there is not internal equity or external competitiveness, staff may recommend necessary adjustments based on the results of the study. The compensation study will include an internal review and a survey of the City’s comparable agencies to determine placement for the City’s position within the market. Based on organization size and similarity, as well as geographical proximity for competitiveness, the City has historically used the

following cities as comparisons: Clovis, Davis, Livermore, Lodi, Manteca, Merced, Modesto, Pleasanton, Tracy and Woodland. The compensation study relies on a benchmark approach; whereby, key City classifications are studied and adjustments are recommended based on those results.

The additional component of this study is reviewing and updating job classifications. The common industry standard being utilized for the classification study will be the "whole job" method. This approach assesses a variety of key job factors such as qualifications, decision making, level of supervision, interactions and working environments. Information and analysis from the classification study will provide the City on whether or not classifications and job descriptions best fit in the current classification plan. If not, it's anticipated there will be recommended changes. The study will include a multi-level strategy to study all of the classifications and positions in the City of Turlock. This approach is a manageable and cost-effective strategy as all classifications are included in the study.

The City issued a Request For Proposal (RFP). Sloan Sakai Yeung & Wong LLP from Emerald Bay, CA has been selected for the contract. Staff received unfavored results from two back to back bid requests for proposal (RFP) attempts. The first RFP was closed on December 7, 2022 and after review, comparison, analysis and discussions of the details warranted from a comprehensive compensation study and classification study including expanding the scope of work, a second RFP was opened on February 9, 2023 and closed on February 24, 2023. Human Relations reached out to the two vendors who had responded with interest during both RFP processes and after further discussion, Sloan Sakai Yeung & Wong LLP provided staff with a proposal on March 10, 2023 including discounted public agency rates. The proposal is for a comprehensive Compensation and Classification Study. The compensation study will be completed first followed by the classification study. Timelines and strategies are built with the goal to have both studies completed by December 31, 2023. Sloan Sakai Yeung & Wong has been selected as a result of: having the resources (bandwidth), reasonable cost, being a leader in conducting these studies and desirable approach and methodology.

Recently, Sloan Sakai Yeung & Wong LLP contracted with a neighboring city for professional services in a similar agreement. The City of Turlock has received positive feedback in regards to this vendor including: very thorough, great response time, very hands on, engaging, performance is above expectations and would hire them for future studies.

4. BASIS FOR RECOMMENDATION:

This item supports building the City of Turlock as a high-performing organization attracting and retaining high-performance employees by successfully competing for and retaining employee talent in the job market. This in turn provides the best services for the residents of the City of Turlock.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The fiscal impact for the remainder of Fiscal Year 2022-2023 is estimated at $40,000. The fiscal impact for Fiscal Year 2023-2024 is estimated at $108,500. The expense will be allocated to Fund 110 "General Fund" account 110-10-112.43014 "Compensation Study" for both fiscal years. Appropriate funds were allocated during the budget process for this fiscal year.

6. STAFF RECOMMENDATIONS:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council may reject the agreement with Sloan Sakai Yeung & Wong LLP. However, this is not recommended.

10. ATTACHMENTS:

A. Draft Resolution
B. Agreement
   Exhibit A. Total Compensation and Classification Study, Sloan Sakai

Attachment A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE CITY OF TURLOCK AND SLOAN SAKAI YEUNG & WONG LLP IN A FORM APPROVED BY THE CITY ATTORNEY FOR PROFESSIONAL SERVICES TO CONDUCT A COMPREHENSIVE COMPENSATION AND CLASSIFICATION STUDY IN AN AMOUNT NOT TO EXCEED $148,500, TO BE PAID FROM FUND 110-10-112.43014 "COMPENSATION STUDY"	**RESOLUTION NO. 2023-XXX**

WHEREAS, it is the best practice of public sector organizations, like the City of Turlock, to periodically assess its compensation and classification structure; and

WHEREAS, Sloan Sakai Yeung & Wong LLP provided a proposal for a comprehensive Compensation and Classification Study; and

WHEREAS, the recommended approval of this item supports building the City of Turlock as a high-performing organization by attracting and retaining high-performance employees by successfully competing for and retaining employee talent in the job market; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an Agreement between the City of Turlock and Sloan Sakai Yeung & Wong LLP in a form approved by the City Attorney for professional services to conduct a comprehensive Compensation and Classification Study in an amount not to exceed $148,500, to be paid from fund 110-10-112.43014 "Compensation Study"

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
SLOAN SAKAI YEUNG & WONG, LLP
for
PROFESSIONAL SERVICES

City Project No. XXXX-XX

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and SLOAN SAKAI YEUNG & WONG, LLP, ("Professional"), on this 11th day of April 2023 (the "Effective Date"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the Compensation and Classification Study (the "Project").

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail

2. Term. The term of this Agreement shall be one (1) years and will commence on the Effective Date and terminate on the 11th day of April, 2024 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for one (1) additional six (6) month term, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager and Professional thirty (30) days prior to the expiration of this Agreement.

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

5. Work.

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

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

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

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

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

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

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work. Compensation for any additional services shall not exceed the total compensation identified in paragraph 6 below.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Forty-Eight Thousand Five Hundred Dollars ($148,500.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. **{Intentionally Omitted}**

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

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

7. Notice to Proceed. Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed"), with which City shall also deliver the Deposit.

8. Time of Performance. Professional warrants that it will commence performance of the Services within four (4) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. **{Intentionally Omitted}**

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

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

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

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

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

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

12.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

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

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

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

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

14. Contact by Professional with Project Owner or Project Applicant. **{Intentionally Omitted}**

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

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

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

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

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

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

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

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

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

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

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

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

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

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars ($2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

City of Turlock
Attn: Jessie Dhami
156 S. Broadway, Suite 235
Turlock, California 95380

With courtesy copies to:

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

If to Professional:

_____
Attn: _____
_____
_____

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

City of Turlock
Darlene Ingersoll
156 S. Broadway, Suite 235
Turlock, California 95380
Telephone: (209) 669-7209
E-mail: dingersoll@turlock.ca.us

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

35. Use of City Project Number.

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

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

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

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

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

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

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

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

44. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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

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

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

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

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

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

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

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

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

[*Signatures on Following Page*]

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

PROFESSIONAL

_____, a
_____

By:_____

Print Name:_____

Title:_____

Date_____

CITY

City of Turlock, a California municipal corporation

By: _____
Reagan M. Wilson, City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Jessie Dhami, Human Relations Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

Exhibit A

Response to City of Turlock

Total Compensation and Classification Study

March 10, 2023

Sloan Sakai
ATTORNEYS AT LAW

Primary Contact:
Geoffrey Rothman
grothman@mgmt-strategies.com
2200 Powell Street, Suite 450
Emeryville, CA, 94608
415-516-8091

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APPENDIX A: Team Resumes .....

Sloan Sakai
ATTORNEYS AT LAW

GEOFFREY ROTHMAN
grothman@mgmt-strategies.com
415-516-8091
2200 Powell Street, Suite 450
Emeryville, CA, 94608

March 10, 2022

City of Turlock
Purchasing Division
156 S. Broadway, Suite
270, Turlock, California, 95380

Re: ***Total Compensation & Classification Study***

To Whom It May Concern:

The Management Strategies Group ("MSG") consulting division of the Sloan Sakai Yeung & Wong LLP law firm ("the Firm" or "Sloan Sakai") is pleased to submit the enclosed proposal and statement of qualifications to the City of Turlock ("the City"). Based on our extensive experience with classification studies, compensation planning, and compensation studies, we believe that we are especially well-suited to provide the requested services for the City.

I can affirm that our team, made up of myself and Analyst Charles Ayers, is able to devote the time and resources needed to provide the desired services during the contract period. I also affirm that our experience and the approach detailed in the proposal will enable us to complete the City's work within the schedule and budget presented.

Thank you for considering our proposal, and we welcome the opportunity to discuss our experience in further detail.

Sincerely,

Geoffrey Rothman

Principal Consultant

I. QUALIFICATIONS AND EXPERIENCE

Sakai Yeung & Wong LLP, a partnership, was formed in 2004 to provide a broad array of legal and consulting services to public agencies and non-profit corporations - the consulting division was established soon after. Labor law, employment law, government law, labor/personnel relations, and public agency expert consulting are the focal points of our practice.

Our consulting group is made up of practitioners who have previously been executive and management level staff of public agencies. Consultant disciplines include finance, human resources, organization development, program assessments, labor relations, risk management, operational specialties typically found in public agencies (Police, Fire, Community Development, etc.), and executive support for non-profit and public agencies.

Our consultants have extensive experience planning and conducting compensation studies and understand the importance of compensation data in pay policy development and assessment. We recognize that salary and benefits data are integral to multiple human resource management processes. We have extensive experience working closely with a broad range of public agencies on these projects since our founding in the mid-2000s, conducting both rank and file and agency wide studies as well as custom programs for executive level staff.

II. METHODOLOGY

Compensation Study

Our approach to compensation studies is simple and straightforward. It relies first on a clear understanding of purpose and objectives. While studies are typically commissioned by management, we believe that the process should be transparent and inclusive, and should begin with an overview presentation to both labor and management to describe our process, likely outcomes, and invite input from the stakeholders. While the final use of the data may be contentious, we believe in a partnered approach to survey uses and understanding as much as possible. We believe that both labor and management have a stake in credible and relevant information to assist in their decision making processes.

Our compensation management strategy, including surveys, relies on a benchmark approach. Our view is that the central goal of a compensation plan is to recognize and blend both market competitiveness and internal equity. We firmly believe that the benchmark approach works best to achieve these goals. By relying on benchmarks, the

employer can ensure the best quality survey data along with the maintenance of appropriate internal relationships. When all classes are surveyed, there is a substantial likelihood of widely varying results, even in the same job families, which tend to obfuscate any meaning in the survey results. By contrast, the benchmark approach surveys only key classes with a high likelihood of good and numerous market matches, and then sets all other salaries by reference to the related benchmark. Of course, in some cases, additional survey work is necessary, such as for hard-to-fill or executive-level positions.

Our survey method relies on verified class matching, a thorough understanding of comparative organizations, the details and nuances of various compensation and benefit programs, and the specifics of labor agreements. We emphasize quality control and thorough documentation. All data is checked, documented, and is reviewed by at least two staff persons, ensuring that data entries are checked and rechecked. We also confirm and reconfirm all key survey data points with the client before and after any survey work is finalized.

Classification Study

We employ the 'whole job' method for classification studies. This approach, commonly considered the industry standard or best practice, assesses a variety of key job factors such as qualifications, decision making, level of supervision, interactions, and working environments. Each job study utilizes participant written questionnaires and/or interviews. Additionally, we utilize supervisors and managers to confirm employee information and add their own job knowledge. Information from the audit is employed to document requisite levels of training and experience, levels of independence, degree of supervision, the level and purpose of contacts, and working conditions. The analysis results in a complexity determination. That is, the analysis places the duties in a vertical sort, identifying either the best level in the current agency plan which corresponds to the duties, work orientation, and level or complexity, or recommending an amendment to the plan.

In this case, as the City wishes to study all of its classes and positions, we are recommending the use of a multi-level strategy. We propose an approach which will review all of the classes while employing a manageable and cost effective strategy. That strategy relies on:

- Limited sampling of classes which are least likely to have changed substantially over time. What we are proposing is that sworn safety classes not be subject to full

position reviews, but rely instead on supervisory and management staff to update the relevant provision of the class plan using a consultant facilitated approach.

- Use of customized written job questionnaires for all participants – we would develop a written and standardized questionnaire to distribute to all participants except those in sworn classifications.
- Selective use of desk audits (in-person interviews). While in-person interviews are generally considered a desirable strategy to gather data in conjunction with the job questionnaires, they are the most labor-intensive approach, and often add only limited value to the fact gathering process. In fact, a review of the questionnaires by the supervisor is often equally valuable, and often more reliable and expansive.
- Major reliance on immediate supervisors and managers as sources of job information and recommendations for revisions. This strategy relies on utilizing supervisory and management personnel both to confirm the reported duties as well as to serve as the source of updates and edits to the current class plan. The consultant's role in this approach is more facilitative with regard to the collection and confirmation of job information. The consultants would take the input from supervisors and managers and utilize it as a basis for producing contemporary and uniform class descriptions. This approach ensures a high degree of validity in the process as both incumbents and supervisors are the source of verified data.

III. Work Plan

Our program typically consists of the following tasks:

- *Orientation*

  a. Initial meeting(s) is held with city management and other stakeholders to review goals, steps, methodologies, milestones, and outcomes to ensure mutual understanding and address various questions which may arise.

  b. We recommend two steps to achieve our goals at this stage: briefings with management, as described above, and a joint training and overview exercise for all stakeholders to ensure transparency and inclusion. We believe that we are unique in employing this strategy in addition to the more typical approaches.

- *Review Comparison Agencies*

a. While we normally provide review, assessment and recommendations for the selection of comparison agencies, as the City has already selected ten (10) agencies which it has used previously (Clovis, Davis, Livermore, Lodi, Manteca, Merced, Modesto, Pleasanton, Tracy and Woodland), we will continue with that group.

- *Identify Survey Benchmarks*

  a. We will work with the client to identify the most appropriate classes to survey. In most cases, and especially at management levels, making good matches is a challenge due to varying organizational structures and designs. Selecting the most efficient survey classes can greatly improve the significance of the survey outcomes.

- *Collect Survey Data*

  a. We collect data using City approved comparators and benchmark positions. We will develop a total compensation sheet for each surveyed position along with all data points—highlighting deviations from the median and mean.

  b. Meet and discuss results with stakeholders.

  c. Possibly apply the standard differentials to the remaining positions. With regard to internal differentials, we will conduct internal valuation analysis if that task is appropriate to the study.

- *Meet and Report Out to Stakeholders on Compensation Report*

  - As determined by HR, we will communicate and explain survey results to other parties.

- *Review all preliminary classification plan documents. Meet with city management to review the proposed work plan and schedule, along with special issues and needs.*

- *Develop custom job analysis questionnaire*

- *Train all participants in the use of the questionnaire and provide an overview of the process*

- *Conduct interviews of up to fifty (50) subjects*

- *Convene orientation session for supervisors and managers to review the class description review and update process*
- *Review the products of the supervisors and managers, and prepare revised classification documents based on confirmed information*
- *Identify situations where it appears that employees may be misallocated – i.e. misclassified*
- *Identify situations for which the current class plan is not sufficient to describe current duties and work organization*
- *Present a draft of all revised documents and recommendations for further plan revisions*
- *Revise draft and prepare final report, including all new classification plan documents*

These are general outlines that can be reorganized to conform with City time and budgetary needs. We estimate that in totality, the project will require roughly 750 hours of work, including travel time.

IV. STAFFING

Geoffrey Rothman will serve as project manager and contact for the Management Strategies Group team and will be assisted by Analyst Charles Ayers. Team bios can be found below, and full resumes can be found in **Appendix A**. Given the scope of the proposed study, the Firm may elect to add other expert staff to the project. If so, the Firm will provide advance notice to the City.

Geoffrey Rothman - Consultant, Project Manager

Mr. Rothman is one of most experienced classification/compensation consultants in the entire state. He is also an experienced labor negotiator who understands the linkage between that process and classification/compensation studies.

Mr. Rothman has conducted hundreds of classification and compensation studies for numerous public agencies, including cities, counties, and special districts, since joining the Firm shortly after its founding. His classification studies range from individual desk audits to organization-wide occupational studies and surveys. His compensation studies have been conducted for whole agencies, bargaining units, and specific classifications. His

projects have also included working closely with clients to train, develop and implement compensation strategies and plans for maintenance of the studies into the future. A sample of agencies that he has recently worked with include: Bay Area Rapid Transit (BART), City of Oakland, Golden Gate Bridge and Highway Transit District, Santa Cruz County, the Port of Oakland, and the Bay Area Air Quality Management District.

Mr. Rothman was the Employee Relations Director and Chief Negotiator for the City and County of San Francisco for 10 years. He oversaw negotiations that affected 28,000 employees covered by over 40 Memoranda of Understanding. He previously served as the manager for classification, compensation, and recruitment and selection at the San Francisco Civil Service Commission. On numerous occasions, he has testified at fact findings, grievance arbitrations, and interest arbitrations as an expert on classification, compensation, and comparability issues. An expert in health benefits organization models, Mr. Rothman is co-author of "Public Employee Benefits: From Inquiry to Strategy."

Charles Ayers – Classification and Compensation Consultant

Mr. Ayers joined the Firm in 2018 with a background in research, analysis, and communications. He has since assisted with numerous classification and compensation studies, frequently supporting Mr. Rothman. Recent examples include Bay Area Rapid Transit (BART), the City of Oakland, the City of Menlo Park, the Golden Gate Bridge and Highway Transit District, Santa Cruz County, the Port of Oakland, and the Bay Area Air Quality Management District. He received a BA from the University of California, Berkeley, double majoring in Economics and Political Science.

The Firm reserves the right to substitute other qualified consultant staff to the project as needs arise. No staff changes will be made without prior notice to and approval of the client. We do not anticipate the need to subcontract any portion of the work at this time.

V. SIMILAR PROJECTS

For a review of recent classification and compensation projects completed by the proposed team, along with contact information, see below. We are willing to provide more project details on request by the City, but as the Firm requests client permission to share this information, we would prefer to share directly with City staff upon request as opposed to including as part of our response.

City of San Luis Obispo
Nickole Domini, Human Resources Director

(805) 781-7251, ndomini@slocity.org

Port of Oakland
Michael Mitchell, Director of Human Resources
(510) 627-1516, mmitchell@portoakland.com

Bay Area Air Quality Management District
Judy Yu, HR Manager
(415) 749-4626, jyu@baaqmd.gov

County of Santa Cruz
Terri Cobbs, Sr. Personnel Analyst
(831) 454-2943, Terri.Cobbs@santacruzcounty.us

VI. Fee Proposal

Sloan Sakai proposes to provide the desired services to the City at the discounted public agency hourly rates below:

Geoffrey Rothman	$ 275
Charles Ayers	$ 150

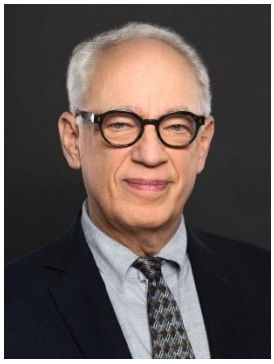
These rates will apply for all categories of major activities in providing compensation consulting services to the City. Per our hourly rates and estimated project time, we propose a not-to-exceed project budget of **$ 148,500** for the total compensation survey and the classification study. As we bill only for actual work performed, actual costs may be less. If work is added at any point, we will advise the client, in advance, of likely cost impacts. This proposal shall be valid for 60 days following submission.

We use a computerized billing system that is capable of tracking multiple account codes for billing each of our clients. We bill on a monthly basis for services performed and costs incurred. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

The Firm charges separately for certain project costs. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), reasonable accommodations, computer-assisted research, transcription, overnight

delivery, and messenger services. The Firm also bills for time spent traveling on a client's behalf at our normal rates.

APPENDIX A
TEAM RESUMES



EMERYVILLE OFFICE

t: 415-516-8091

f: 415-678-3838

grothman@mgmt-strategies.com

PRACTICE AREAS

Labor and Employee Relations

HR Management

Operations Management

Workplace Trainings

EDUCATION

University of CA Los Angeles, BA

Geoff Rothman

Consultant

EXPERIENCE

Mr. Rothman provides expert consulting services in the areas of human resources and labor relations. His experience includes labor relations, classification, compensation, personnel assessment, employee benefits, employment discrimination, employee development and training, and strategic and organizational planning. He has testified as a human resources expert in the federal courts and in numerous fact-finding and arbitration proceedings.

Some of Mr. Rothman's recent accomplishments include:

- Successfully negotiating collective bargaining agreements on behalf of cities, counties, and special districts with bargaining units including as many as 4,000 employees
- Developing collective bargaining strategies and objectives in collaboration with senior policy makers and elected officials
- Participation in mediation efforts resulting in the successful settlement of outstanding contract disputes
- Conducting numerous classification audits both in response to contract requirements, preparation for negotiation, and ongoing organization change
- Testifying in interest arbitration and 'AB 646' proceedings concerning comparability and classification studies
- Conducting a comprehensive classification and compensation procedures instructional program, for city, county and special district human resource staff
- Conducting numerous comparability studies for such diverse groups as public safety, information technology, management and service and support categories, and which are often utilized to reach wage agreements and support negotiations objectives

RELATED EXPERIENCE

Prior to joining the firm, Mr. Rothman served for ten years as the Employee Relations Director for the City and County of San Francisco. He as the City's chief negotiator for collective bargaining and meet-and-confer proceedings encompassing 28,000 employees under 47 separate contracts covering over 100 bargaining units, including police, fire, nurses, transit workers, building trades, management, professional, technical and service occupations.

He also served as the Manager for Classification, Compensation and Labor Relations for the San Francisco Civil Service Commission; Recruitment and Examination Director for the Civil Service Commission; Federal Court appointed consent decree coordinator in the San Francisco Police Department; and led the City's first Affirmative Acton initiatives.

For more than 20 years, Mr. Rothman also had his own consulting organization, Geoffrey L. Rothman and Associates, providing consulting services to public sector organizations in the areas of labor relations, classification, compensation, employee selection, and Equal Employment Opportunity.

MEMBERSHIPS

- International Personnel Management Association Assessment Council (IPMAAC); California Public Employer Labor Relations Association (CALPELRA)

SELECTED PRESENTATIONS AND PUBLICATIONS

- "Deferred Compensation," International Foundation of Employee Benefit Plans, Public Sector Program (2003)
- "Organizational Effectiveness," International Foundation of Employee Benefit Plans, Annual Conference (2003)
- "Phased Retirement," International Foundation of Employee Benefit Plans, Public Sector Conference, San Francisco (2002)
- "Interest Arbitration (SB402)," League of California Cities (2001)
- Article, Public Employee Benefits – From Inquiry to Strategy, International Foundation of Employee Benefit Plans (2000)
- "Strategic Planning for Employee Benefits," Western Region IPMA Annual Conference and International Foundation of Employee Benefit Plans, Public Sector Program (1999)
- "Strategic Planning," International Personnel Management Association Training Conference and International Foundation of Employee Benefit Plans Annual Conference (1999)
- "Classification and Compensation in the Public Sector," City Clerks Association of California Annual Institute (1995)
- "Family Friendly Employment Programs," Western Region IPMA Annual Conference (1995)
- Training Video, "The Other Point of View," moderator and contributor, Andrew Belling Productions (1985)



EMERYVILLE OFFICE

t: 510.995.5815

f: 415.678.3838

cayers@sloansakai.com

PRACTICE AREAS

Classification & Compensation

EDUCATION

University of California, Berkeley, BA

Charles Ayers

Analyst

EXPERIENCE

Charles Ayers is an Analyst with the Firm assisting consultants and attorneys with a variety of client and business development projects. Mr. Ayers joined the Firm in 2018 with a background in research, analysis, and communications. He has since assisted with numerous classification and compensation studies, frequently supporting various MSG consultants. Sample projects include simple salary surveys, total compensation studies, benefits breakdowns, researching and analyzing the different roles and responsibilities for individual job classes or families, and examining public agency practices. He received a BA from the University of California, Berkeley, double majoring in Economics and Political Science.

City Council Staff Report

April 11, 2023

From: Dale Goodman, Municipal Services Director

Prepared by: Dale Goodman, Municipal Services Director

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorize the City Manager to execute a Master Equity Lease Agreement, Maintenance Agreement, in a form approved by the City Attorney, and take other actions as necessary with Enterprise Fleet Management , Inc. for the lease and replacement of vehicles for the Stanislaus Regional Water Authority Water Treatment Plant operations; and authorize the City Manager to approve the lease of additional vehicles under the Master Equity Lease Agreement based upon the funding appropriated in the annual Stanislaus Regional Water Authority Operations Budget Fund 450-53-550-53029

2. SYNOPSIS:

The Municipal Services Department has been tasked with operating the Stanislaus Regional Water Authority Water Treatment Plant (SRWA WTP). This includes staffing as-well-as provision of vehicles, equipment, tools, materials, supplies, etc. In recent weeks staff has met with representatives from Enterprise Fleet Management (EFM), which owns and operates the world's largest fleet of leased vehicles. In an effort to provide the necessary vehicles, on a truncated timeline, staff has elected to move forward by leasing the vehicles through EFM.

3. DISCUSSION OF ISSUE:

In the post-COVID environment, it has become increasingly difficult to acquire vehicles to satisfy our municipal fleet needs. A viable alternative to the traditional "purchase and hold" policy, which most cities currently use, is leasing. The SRWA WTP, which will be operated by Turlock/Muni staff, will need a variety of vehicles for both on and off-site work, meetings, training, etc. Under their Governmental Fleet Management Program, cities may contract with EFM and are eligible to lease vehicle which may include fleet management and support, as-well-as maintenance services, insurance, etc. The City can choose to have EFM deliver a base vehicle, with equipment to be added by the City, or to provide a fully outfitted vehicle with graphics and equipment.

At this time, staff is recommending that Council authorize the City Manager to enter into a Master Lease Agreement with Enterprise for the immediate acquisition of six (6) vehicles for the SRWA WTP, and that EFM perform fleet management activities including procurement, disposal, and maintenance of these vehicles.

Some advantages of the program include:

- EFM purchases all vehicles through State and National contracts, which eliminates the need for the City to competitively bid the vehicles
- Maximizes cash flow opportunities by creating ongoing annual payment for fleet services versus funding the entire cost of a vehicle up front
- Utilizes the expertise of an EFM fleet manager to make recommendations to the City regarding available options and ensures the City receives the best rebates and bids by utilizing State procurement contract coupled with experience as the world's largest fleet operator
- Increases employee safety, efficiency and satisfaction by enabling quicker replacement of outdated and unsafe vehicles. The vehicles will be procured and equipped according to staff needs, then delivered in a turn-key fashion
- Reduces CO2 emission from aged vehicles by procurement of new, environmentally friendly equipment
- Reduces the amount of City staff time spent on procurement, disposal, equipping, and maintaining the City fleet

Lease cycles vary from 24 months to 72 months, based upon achieving the lowest cost per mile for the City. The proposed lease for all vehicles will be an "Open Ended Equity" lease, in which the City will have the option at the end of the lease cycle to continue using the vehicle, or exchange the equity in the vehicle for a new replacement vehicle in a renewed lease (likely at a lower cost due to the equity transfer). EFM will also provide a full maintenance program for all vehicles which includes 24-hour roadside assistance (does not cover tires or brakes) which can all be outsourced using local and/or preferred vendors. Staff will work with EFM to include local auto service providers in Enterprise's eligible provider network.

4. BASIS FOR RECOMMENDATION:

Due to the shortened schedule for staff to get these vehicles in place for SRWA WTP training and startup, Municipal Services is seeking the assistance of an external resource to ensure this need is met in a timely manner. SRWA WTP staff will always have efficient, safe, reliable vehicles with which to do their work.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Based on the preliminary quotes received, the total annual cost to lease the six (6) vehicles as specified to EFM, is estimated to be $68,783.82 for the first year, and $58,783.82 for the second year.

Appropriate SRWA funds have been, and will be allocated for this purpose, and will be billed from Fund 450 “SRWA Operations” to the SRWA. Funding for the second year, etc., will be included in the SRWA WTP budget preparation.

6. CITY MANAGER’S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

Two of the vehicles being leased will be GEM/Polaris EV’s, and the other four (4) vehicles will be the latest, lowest emission vehicles of their make & model.

8. ALTERNATIVES:

Do not approve the Master Equity Lease Agreement with EFM for the lease of vehicles for the SRWA Water Treatment Plant. This alternative is not recommended. Any other procurement process is likely to take longer, and end up costing more.

9. ATTACHMENTS:

A. Draft Resolution
B. Vehicle Menu Pricing – SRWA WTP
C. Master Equity Lease Agreement
D. Maintenance Agreement
E. Maintenance Management Agreement
F. Self-Insurance Agreement
G. Government Credit Application

Attachment A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER EQUITY LEASE AGREEMENT, MAINTENANCE AGREEMENT, IN A FORM APPROVED BY THE CITY ATTORNEY, AND TAKE OTHER ACTIONS AS NECESSARY WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR THE LEASE AND REPLACEMENT OF VEHICLES FOR THE STANISLAUS REGIONAL WATER AUTHORITY WATER TREATMENT PLANT OPERATIONS, AND AUTHORIZE THE CITY MANAGER TO APPROVE THE LEASE OF ADDITIONAL VEHICLES UNDER THE MASTER EQUITY LEASE AGREEMENT BASED UPON THE FUNDING APPROPRIATED IN THE ANNUAL STANISLAUS REGIONAL WATER AUTHORITY OPERATIONS BUDGET FUND 450-53-550-53029	}	**RESOLUTION 2023-**

WHEREAS, in the current vehicle purchasing market, municipal fleet-type vehicles are impossible to purchase directly off the lot, and must be ordered, with lead times as-long-as 24 months; and

WHEREAS, an option to purchasing and owning fleet vehicles is to lease them through firms such as Enterprise Fleet Management (EFM); and

WHEREAS, leasing fleet vehicles is the only way to expedite the acquisition of the vehicles needed by SRWA at this time; and

WHEREAS, EFM is the world's largest owner of leased vehicles, is part of the State's purchasing program, can provide the necessary vehicles in 'turn-key' condition and in the quickest time available, provides a list of associated, local vehicle service providers for routine maintenance, and through their management/replacement program ensure that the SRWA vehicles will always be safe, efficient, road-worthy, and will operate at the lowest possible cents/mile.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute a Master Equity Lease Agreement, Maintenance Agreement, in a form approved by the City Attorney, and take other actions as necessary with Enterprise Fleet Management, Inc. for the lease and replacement of vehicles for the Stanislaus Regional Water Authority Water Treatment Plant operations, and authorize the City Manager to approve the lease of additional vehicles under the Master Equity Lease agreement based upon the funding appropriated in the annual Stanislaus Regional Water Authority Operations Budget Fund 450-53-550-53029.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April, 2023, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Attachment B

enterprise FLEET MANAGEMENT

City of Turlock - SRWA Vehicles

Menu Pricing

Lease Cost Year 1	$56,678.82
Maint Cost Year 1	$2,105.00
Total Year 1 Cost	$68,783.82
One Time Upfront Down Payment	$10,000.00

Equity Lease Menu Pricing

Vehicle Type	Year	Make	Model	Trim Level	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance**	Annual Cost Including Maintenance	Lease Cost Year 1	Maint Cost Year 1	Cost of Aftermarket (capped)	Upfront Down Payment	Estiamted Resale Value	Estimated Equity at Term	Net Annual Cost Inlcuding Equity
Mid Size SUV 4x4	2023	Ford	Explorer	K7B-Base 4dr 4x4	1	36	5100	$846.37	25	$ 10,461.42	$ 10,156.42	$ 305.00	$ -	$ -	$26,550.45	$ 8,002.53	$ 7,793.91
1/2 Ton Pickup Ext 4x4	2023	Ford	F-150 Super Cab	X1C-XL 4x4 SuperCab 6.5 ft. box 145 in. WB	1	24	5100	$929.19	50	$ 11,750.34	$ 11,150.34	$ 600.00	$ 1,500.00	$ -	$36,235.23	$ 8,859.36	$ 7,320.66
3/4 Ton Pickup Reg 4x4	2023	Ford	F-250 Regular Cab	F2A-XL 4x4 SD Regular Cab Service Body SRW	2	36	5100	$900.55	50	$ 11,406.56	$ 21,613.11	$ 1,200.00	$ 10,000.00	$ 5,000.00	$34,622.00	$ 11,407.08	$ 7,604.19
Electric Cart	2023	Gem/Pola	Cart	With Service Body	2	60	5100	$573.29		$ 6,879.48	$ 13,758.96	$ -		$ -			

*Lease rates are based upon sample estimated stock vehicle pricing and miles per year
**Maintenance includes one set of brakes and no tires
Pricing does not include any applicable taxes
Pricing does not include expected return on equity at end of lease

Enterprise
FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accident - Collision and $1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantoror (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

Initials: EFM_____ Customer_____

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

		LESSOR:	Enterprise FM Trust
LESSEE:	_____	By:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Customer_____

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enterprise
FLEET MANAGEMENT

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20__, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM_____ Lessee_____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE:	_____	EFM:	Enterprise Fleet Management, Inc.
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Lessee_____

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Enterprise
FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____ , by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding $125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement $6 per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM_____ Company_____

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enterprise
FLEET MANAGEMENT

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated _____ day of _____, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: _____

_____

By: _____

Title: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

_____

By: _____

Title: _____

Date Signed: _____, _____

Attachment G

enterprise FLEET MANAGEMENT

GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____

Street Address _____ City _____ State _____ Zip _____

E-mail _____ Phone # _____ Fax # _____

Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____

Type of Business _____ Duns Number _____

Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____

Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No

Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal

Published Annual Reports ☐ Yes ☐ No

Income Tax Returns (3 years) ☐ Yes ☐ No

Other Items Included: _____

Federal ID Number: _____

Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles

Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____

Street Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____

Street Address _____ City _____ State _____ Zip _____

Contact Name _____ Phone # _____ Fax # _____

Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____

Street Address _____ City _____ State _____ Zip _____

Bank Contact Name _____ Phone # _____ Fax # _____

ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (http://efmfleetaccess.efleets.com) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a $25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do herby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

_____ Print Name	_____ Title
_____ Signature	_____ Company Name

_____ Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

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City Council Staff Report
April 11, 2023

From: Reagan M. Wilson, City Manager

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

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Approving or denying a request from Turlock Downtown Property Owner's Association to remove specific, identified benches located throughout downtown Turlock.

2. SYNOPSIS:

The Turlock Downtown Property Owner's Association is requesting to remove specific, identified benches located throughout downtown Turlock.

3. DISCUSSION OF ISSUE:

.

The Turlock Downtown Property Owner's Association are requesting to remove the following 17 benches located throughout downtown Turlock:

1) One (1) Bench on Market Street in front of Minerva's near 250 Market street.
2) One (1) Bench on Main Street in front of Liz Andrews & Universal Jewelers near 213 Main Street.
3) One (1) Bench on Main street in front of Memo's Cocina & Tequila Bar near 139 Main Street.
4) One (1) Bench on Main street in front of Main Street Plaza near 121 Main Street
5) Two (2) Benches on Main Street in front of Camara's Clothing & Angels Boutique near 101 Main Street.
6) One (1) Bench on Center Street on side of Bistro 234 near 234 Main Street.
7) One (1) Bench on Center Street on side of Manulife Investment/Farmland Management near 301 Main Street.
8) Two (2) Benches on Main Street in front of Home Smart near 319 Main Street.
9) One (1) Bench on Main Street in front of Crivelli's Shirts & More near 310 Main Street.
10) One (1) Bench on Main Street in front of old Century 21 near 331 Main Street.
11) One (1) bench on Main Street in front of Little Red Door near 340 Main Street.
12) Two (2) Benches on Thor on side of Little Red Door near 340 Main Street.
13) One (1) Bench on Main Street in front of Footers near 425 Main Street.
14) One (1) Bench on Palm on side of new Century 21 near 436 Main Street.
15) One (1) Bench on Palm on the side of Carr's Cleaners near 500 Main Street.

The Turlock Downtown Property Owner's Association operates within an implemented Downtown Property and Business Improvement District (PBID) where downtown property owners within said district pay an annual assessment fee to maintain the downtown district and promote consumer and visitor activity within the district. The downtown

benches are part of the Downtown Design Guidelines and Zoning Regulations (Attachment A) which was adopted on September 23, 2003. The benches were implemented for visitors to sit on while enjoying downtown Turlock, however, due to continued misuse, graffiti, and unsanitary conditions, the Turlock Downtown Property Owner's Association feels the benches actually deter visitors and consumers from visiting and shopping in the downtown area which causes loss of revenue for these businesses.

If the request to remove the identified benches is approved, there will be no fiscal impact to the City. The Turlock Downtown Property Owner's Association will incur operations and all costs associated with removal of benches.

City staff is strictly neutral in determination of this item, as City staff serves as a liaison between City of Turlock and Turlock Downtown Property Owner's Association. City staff is bringing this item before Council at the request of the Turlock Downtown Property Owner's Association.

4. BASIS FOR RECOMMENDATION:

City Staff is bringing this item before Council at the request of the Turlock Downtown Property Owner's Association.

5. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact to the City. If the request to remove the identified benches in downtown is approved, the Turlock Downtown Property Owner's Association will remove the benches and all costs associated with removal of benches.

6. STAFF RECOMMENDATION:

City staff is neutral in determination of this item.

7. CITY MANAGER'S COMMENTS:

City staff is neutral in determination of this item.

8. ALTERNATIVES:

A. The City Council may choose not to approve the resolution to remove the specific, identified benches.

9. ATTACHMENTS:

A. City of Turlock Downtown Design Guidelines and Zoning Regulations
B. Map identifying location of benches proposed to be removed.
C. Current Turlock Downtown Property Owner's Association (TDPOA) Downtown Property and Business Improvement District (PBID) Agreement

Attachment A











CITY OF Turlock INC. 1908

DOWNTOWN DESIGN GUIDELINES | ZONING REGULATIONS

>>> ADOPTED
SEPTEMBER 23 - 2003

City Of Turlock
Downtown Design Guidelines
&
Zoning Districts

Adopted September 23, 2003

Prepared for:
The City of Turlock
156 S. Broadway, Suite 120
Turlock, CA 95380-5454

City Of Turlock
ACKNOWLEDGEMENTS

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Billy Wallen, Councilmember

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Glossary Of Terms

The following terms are used to describe certain elements of site and building architecture. They are generally defined as stated. Terms used in the Downtown Design Guidelines but not identified here shall have the same meaning as that contained in the Downtown Turlock Main Street Design Guidelines (1995), General Plan, or Zoning Ordinance. As interpretation questions arise with implementation of these guidelines, terms that are unclear and not contained herein shall be added. Implementation of terms and guidelines are subject to the interpretation by the Comunity Development Services Director or designee.

Arcade: A covered passageway or lane supported by columns, piers, or pillars.

Articulation: The arrangement of parts on a building's exterior that serve to give the its individual personality. Also used when referring to projections on a building that would break-up flat or unadorned building facades.

Awning: A fixed frame fabric shelter supported entirely from the exterior wall of a building.

Berm: An earth embankment, typically landscaped, used for screening of a given area.

Buffering: An area set aside to preserve the integrity of an adjacent area and to prevent physical or aesthetic encroachment on that area.

Bulbouts: A traffic calming devise used to slow down automobiles while turning or used to create a shorter distance for pedestrians to cross roads. Commonly landscaped.

Bulkhead: In historic buildings, the portion at the base of the building often treated in decorative manner with tiles or bricks.

Canopy: A roof like covering used to protect entrances and windows of a building.

Cluster Development: Development in which a number of dwelling units are placed in closer proximity than usual, or are attached, with the purpose of retaining an abutting open space or plaza areas.

Commercial: Buildings that house retail commercial, highway commercial, downtown commercial, commercial services, entertainment, restaurants, fast food, and other permitted commercial uses (see Zoning, Chapter 2).

Cornice: The uppermost portion of an exterior wall when treated as a crowning element.

Design Guidelines: Guidelines established by a local municipality intended to advise and direct the design of buildings, streetscapes, parking facilities, etc.

Easement: A legal tool which gives the right to use property owned by another for a specific purpose. Utility companies use easements over the private property of individuals to be able to install and maintain utility facilities.

Eaves: The lower border of a roof or a projecting edge that overhangs the wall of a building**.**

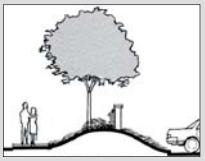
Element: Individual architectural feature of a building.

Environment: The California Environmental Quality Act (CEQA) defines environment as "the physical conditions which exist within the area which will be affected by a proposed project, including land, air, water, mineral, flora, fauna, noise and objects of historic or aesthetic significance."

Facade: The exterior walls of a building.

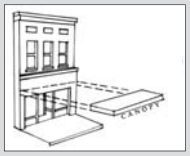


Awning

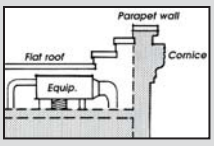


Berm

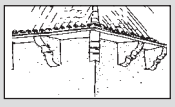




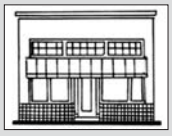
Canopy



Cornice



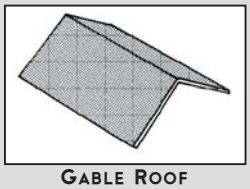
Eaves



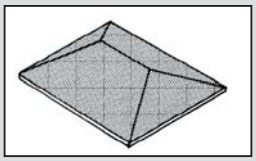
Facade



FINGER ISLAND



GABLE ROOF



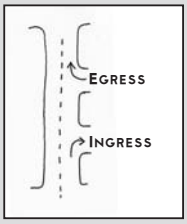
HIP ROOF

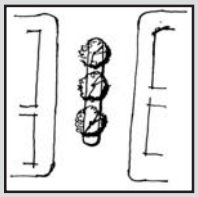


GANG MAIL BOXES

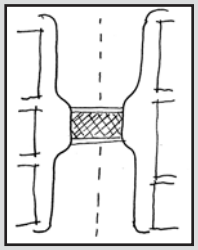


MANSARD ROOF





MEDIAN



MID-BLOCK CROSSING

Fascia: A flat band, usually a horizontal member of a building that covers the open end of a projecting eave.

Finger Island: Used to divide up parking stalls in a parking lot. Usually planted with landscaping to break up the hardscape of a parking lot.

Fire Apparatus:

Floor Area Ratio (FAR): The gross floor area permitted on a site, divided by the total area of the site expressed in decimals to one or two places.

Footcandle: A unit of illuminance on a surface that is one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Gable Roof: A triangular wall section at the ends of a pitched roof, bounded by the two roof slopes and the ridge pole.

Gang Mail Boxes: Multiple mail box compartments within a single parcel box.

Ground Plane Treatment: All hardscape, landscape or erosion control treatments that affect the ground surface. This includes accent paving, sidewalk, low growing shrubs and flowering plants, grasses, gravel, wood chips, rock formations, etc.

Hardscape: All features of the landscape such as sidewalks, streets, furnishings, and constructed elements contrasting to vegetative landscape.

Hip Roof: The external angle formed by the meeting of two adjacent slopes of a roof.

Human (Pedestrian) Scale: A spatial level of comfort a pedestrian experiences within a defined space.

Industrial: Buildings that house industrial and heavy commercial uses including, manufacturing, auto repair, storage facilities, warehousing/distribution, and other permitted uses as described in the City of Turlock Zoning Ordinance and herein (see Chapter 2, Zoning).

Infill Development: Development of vacant land (usually individual lots or leftover properties) within areas, which are already largely developed.

Ingress and Egress: The ability to enter a site from a roadway (ingress) and exit a site onto a roadway (egress) by motorized vehicle.

Infrastructure: The physical systems and services which support development and people, such as streets and highways, transit services, water and sewer systems, and the like.

Landmark: Refers to a building, element, or site (including a specific tree or tree species) having historic, architectural, social or cultural significance and may also be designated for preservation by the local, state or federal government.

Landscaping: Planting, including trees, shrubs, and ground covers suitably designed, selected, installed and maintained so as to permanently enhance a site, the surroundings of a structure, or the sides or medians of a roadway.

Mansard Roof: A roof with two slopes on all four sides, the lower slope being nearly vertical and the upper nearly horizontal.

Mass and Scale: Size and shape of a building and its relationship to the surrounding structures and spaces.

Medians: A paved or planted strip dividing a roadway into lanes according to direction of travel.

Mid-block Crossing: A crosswalk in the middle of a block that allows pedestrians to cross the roadway in commercial areas without having to reach the end of a block.

Mixed Use: Allows the combining of two or more uses on a single parcel or a single structure.

Molding: A decorative plane or curved strip used for ornamentation or finishing.

Monotonous Structures: Unvarying structures marked by a sameness of pitch and intensity.

Monument Sign: A low rise sign detached from the main structure.

Multi-Family Residential: Buildings that house multiple residential units in a single building (3 or more per structure). Such as apartments/condominiums as permitted in the R-3 zone.

Office: Buildings that house both offices and supporting activities including, medical, dental, legal, architectural, engineering, contractors, banks and other permitted uses.

Parapet Walls: A low wall extending above the edge of a platform, roof, or bridge, intended to protect the edge or screen views.

Pedestrian Networks: A connecting and linked series of pathways, sidewalks and walkways.

Projections: A spatial object upon a plane or curved surface or a line that outcrops its points to create shadow effects on a surface.

Renovation: Fixing up or repairing an existing building. If the building is historic, it refers to preserving historic features or elements of the building.

Rhythm: The "flow" and cadence of parts on a building, or buildings on a street.

Right-of-way: The strip of land over which certain transportation and public use facilities are built, such as roadways, railroads and utility lines.

Roofline Cornices: The molded and projecting horizontal member that crowns an architectural composition or a wall. A decorative band of metal or wood used to conceal curtain fixtures.

Scale: The relative proportions of elements on a building or between buildings.

Screening: To give protection, to separate or to shield from a view.

Setbacks: Refers to an area of certain distance from a property line within which building development cannot occur. Use of setbacks creates front, side and rear yard areas in developments. Setbacks are also used to establish safe 'clear areas' around buildings for fire, police or aesthetic reasons.

Shall: As used herein, shall is not intended to diminish the flexible application of the stated guidelines, but to reinforce the requirement to meet, at a minimum, the intent of the particular section, guideline, or design principle.

Should: Signifies a directive to be honored if at all possible.

Sign: Any representation (written or pictorial) used to identify, announce or otherwise direct attention to a business, profession, commodity, service or entertainment.

Site: A parcel of land used or intended for use or a group of uses and having frontage on a public or an approved private street.

Storefront Improvements (or Facade Improvements): Work done to repair or fix elements on the ground level of a building.

Street Trees: Trees strategically planted, usually in the wells, parkway strips or medians, to enhance the visual quality of a street.

Streetscape: The area including the buildings, sidewalks, streets, and related improvements visible along the street.

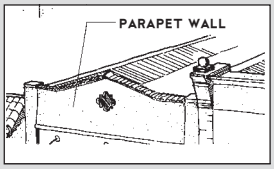
Structure: Anything constructed or erected which requires location on the ground (excluding swimming pools, fences, and walls used as fences).



MOLDING & CORNICE

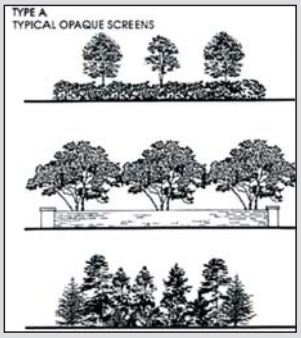


MONUMENT SIGN

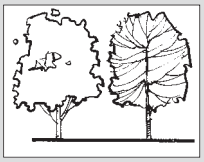


PARAPET WALL


RHYTHM



SCREENING


STREET TREES



TRANSOM WINDOWS

Transom: Windows located on the top of the main window. Such windows may be fixed or moveable.

Viewshed: The area within view from a defined observation point.

1.0 Introduction

As early as 1960, the policy makers of the City of Turlock had a Vision to create a compact community that would encourage economic growth while preserving small town character and the livability of Turlock. An important aspect of that livability and small town character is a vibrant and economically vital downtown. In 1992, the City Council adopted the Turlock Downtown Master Plan which set forth initial goals for improvement in the Downtown Core. Phase I of those improvements is constructed in the Downtown and the result has been an attractive, pedestrian-oriented retail area. In 1995, the City adopted the Downtown Turlock Main Street Design Guidelines in concert with the California Main Street program. This document, setting forth the Downtown Zoning Regulations and Design Guidelines is intended to further the work started in the Turlock Downtown Master Plan (TDMP) and Main Street Design Guidelines.

It is the objective of this document to further the City's Vision for Downtown Turlock by establishing Downtown Guidelines and Standards that will provide land use and physical design details and guidelines necessary to guide future Downtown investments. With the investment that the City has made in the public realm improvements of the Downtown Core, private investment interest has increased. It is anticipated that private investment will continue. The Zoning Regulations and Guidelines contained herein are intended to encourage and facilitate appropriate private investment within the Downtown Area, that reflects the historic commercial character of the core and the traditional residential character of the adjoining neighborhoods.

Community participation has been an important aspect in the preparation of this document, primarily provided through the input and involvement of the Downtown Zoning District and Design Guidelines Steering Committee. A series of three Workshops were conducted with the Committee to solicit their valuable input. At the outset, the Committee participated in a Citizen Photo Survey wherein disposable cameras were provided to each participant along with a photo log sheet. Photographs of the "likes" and "dislikes" of Downtown architecture and streetscape environment were photographed and catalogued as a means to establish agreement on Downtown issues (see Figures 1 and 2).



1.1 Historic Overview

Main Street, on both sides of Golden State Boulevard, reflects the primary proliferation of historic buildings in Downtown



"Alley Access fits in well."



"Off-center sign is a good model
"Pedestrian oriented signage"



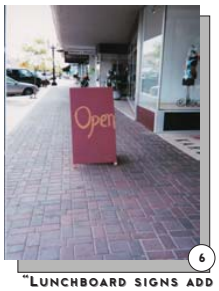
"Attractive hardscaping/ bollards and midblocking."



"Front porches and recessed parking in the rear."



"Murals are a nice touch."



"Lunchboard signs add character to the street."



"Trees and recessed building."



"Flags and historical building."



"A nice facade improvement."



"Nice use of landscaping and lighting."





"Like the Flowers."
"The park is a great asset."



"Public orientation"
"Nice signage"



"Apartments look like single family
"Like how the parking is in behind."



"A great looking commercial street."

Figure 1 - Positive Images Map



1

"Colored metal siding."
"Ugly-out of place."
"Inconsistent with the area"



2

"What to do?"
"Ugly and unfriendly"



3

"Trash-heap at entrance to Downtown."
"Tacky"



4

"Welcome to Downtown."



5

"Industrial building with no landscaping."



6

"Streetlight is not to scale."
"Sign is too cartoonish."



7

"Two conflicting arch styles and no windows."



8

"Awninigs represent too many eras."



9

"Nobody Cares."
"Bad Sign, bad facade."



10

"Inconsistent Facade"





11

"Boarded windows and bad facade."
"Bad awning and general decay"



12

"Unattractive"
"Great era building that some help."



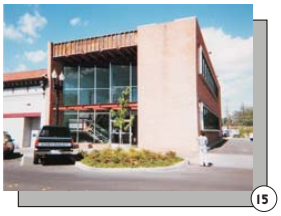
13

"Too plain, too large"



14

"Awnings are inconsistent."



15

"Unkempt building dominated by pigeons."



16

"Doesn't belong Downtown."

Figure 2 - Negative Images Map





Turlock and is considered the core of Downtown. It is along Main Street that the Phase I public improvements have been constructed by the City as the initial Implementation Phase of the Turlock Downtown Master Plan. This document is intended to build on the foundation that has already been established and reinforced by the City in the Downtown Master Plan, Downtown Main Street Design Guidelines, and in the 1992 General Plan.

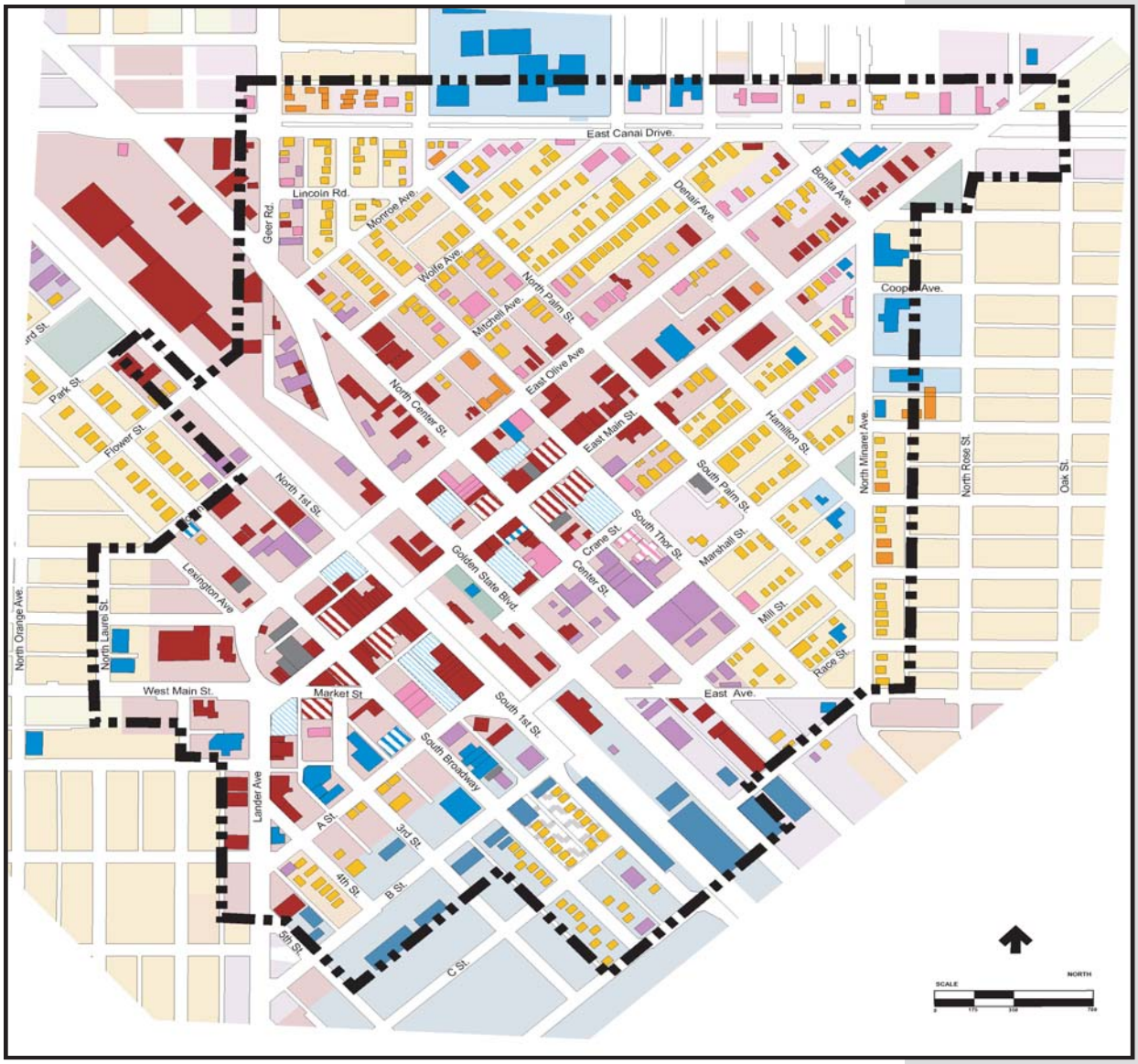
The Turlock Downtown Area, for the purposes of this document, has been defined as the general area bound by Canal Drive to the north, Geer Road/ Lander Avenue to the west, East Avenue to the south and Minaret Avenue to the east. The Downtown Area generally encompasses the original historic grid that was laid out parallel and perpendicular to the First San Joaquin Valley Rail Line (now Union Pacific/ Burlington Northern) that bisects the Downtown Plan Area. As new growth areas developed around the Downtown grid, streets tended to be laid out in a north, south, east, west fashion, creating a unique delineation of the Downtown Area where the two grid patterns are juxtaposed (see Figure 3). The final boundaries of the Downtown Area and subdistricts were modified through the public review process working with the Steering Committee (see Figure 4).

Downtown Turlock, being the original town site, relied almost exclusively upon the railroad for transportation of goods. Turlock relies upon the automobile to move people in and out of the Downtown Area. The focus of the City's General Plan, Downtown Master Plan and this document is to emphasize the importance on pedestrian access and accessibility throughout the Downtown Area making it a place where people will want to linger and spend time and find ease of access.

1.2 Existing Land Uses

The Downtown Plan Area is comprised of a full range of land uses from single family residential to industrial (see Figure 3). Commercial uses make up what is known at the core area (Main Street). Commercial uses extend to adjacent areas along Golden State Blvd., West Main, and Lander Ave. Traditional residential uses flank the Core Area on both sides. Some office uses also exist in and throughout the Downtown. The industrial uses are isolated to the South end of the Plan Area with some scattered residential uses.

FIGURE 3 - EXISTING CONDITIONS



EXISTING CONDITIONS

LEGEND

EXISTING LAND USE

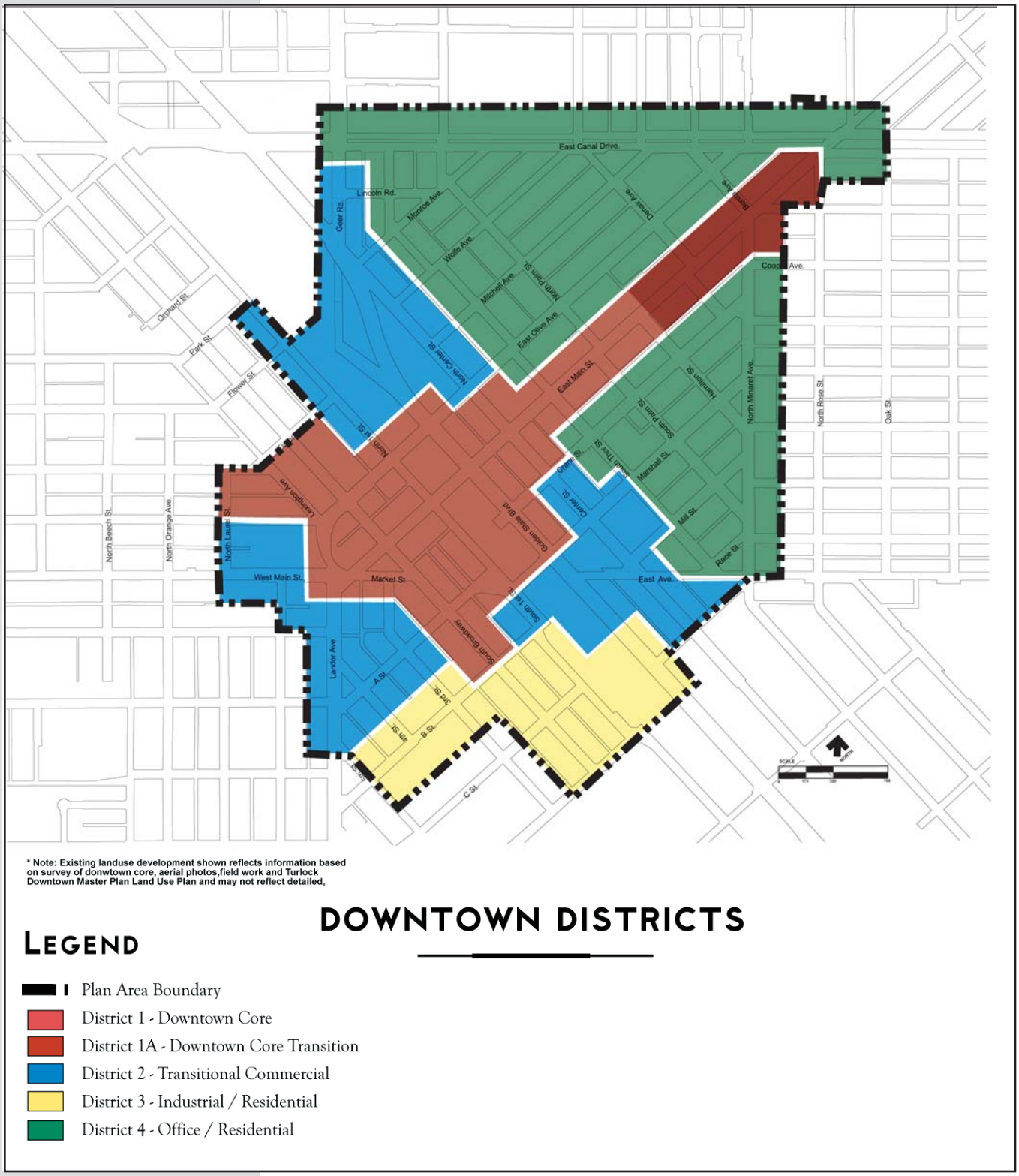
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial Office
- Community Commercial
- Heavy Commercial/ Light Industrial
- Commercial Thoroughfare
- Industrial
- Parks/ Drainage Basins
- Public/ Semi - Public
- Heavy Commercial, High Density Residential & Commercial
- Vacant
- Community Commercial - Historically Significant
- Public/ Semi - Public - Historically Significant
- Public Parking Lots
- Plan Area Boundary

EXISTING ZONING

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial Office
- Community Commercial
- Heavy Commercial/ Light Industrial
- Commercial Thoroughfare
- Industrial
- Parks/ Drainage Basins
- Public/ Semi - Public
- Heavy Commercial, High Density Residential & Commercial

*** Note: Existing landuse development shown reflects information based on survey of donwtown core, aerial photos,field work and Turlock Downtown Master Plan Land Use Plan and may not reflect detailed,**

FIGURE 4 - DOWNTOWN DISTRICTS



* Note: Existing landuse development shown reflects information based on survey of donwtown core, aerial photos,field work and Turlock Downtown Master Plan Land Use Plan and may not reflect detailed,

DOWNTOWN DISTRICTS

LEGEND

- Plan Area Boundary
- District 1 - Downtown Core
- District 1A - Downtown Core Transition
- District 2 - Transitional Commercial
- District 3 - Industrial / Residential
- District 4 - Office / Residential

1.3 Purpose

The goals for the Zoning Regulations and Design Guidelines include:

- To ensure the current and future success of the Downtown by preserving and enhancing its unique historic character and to encourage future development that is compatible with the overall feel of Downtown.
- To protect and enhance the pedestrian environment and accessibility in and around the Downtown Core Area.
- To conserve the traditional character of the immediate surrounding residential neighborhoods while guiding future development for use and reinvestment through alternative uses.
- To promote renovation of historic buildings in Downtown and promote new investment and construction.

1.4 Existing Policy Framework

The City's 1992 General Plan sets forth policy that is the supporting framework for the preparation of this document. These policies address both commercial and residential uses as a part of the Downtown Area. They include traditional residential neighborhoods that face the eminent pressure of potential conversion from residential to commercial or office land uses. The policy framework from the General Plan for residential and commercial land use is as follows:

1.4.1 Residential

Policy 2.3-h

Prepare and adopt residential design guidelines (see also City Design Element).

Policy 7.3-d

Preserve the scale and character of established neighborhoods.

Policy 7.2-o

Preserve residential areas north and east of Downtown.

1.4.2 Commercial

Policy 2.4-e

Make Downtown a unique shopping district emphasizing specialty shops, entertainment opportunities, restaurants and professional services.

Policy 2.4.f

Emphasize compact form and pedestrian orientation in new shopping areas.

Policy 2.4.o and 7.2-c

Implement Downtown Master Plan (TDMP)

Policy 7.2-a
Continue efforts to preserve and enhance Downtown.

Policy 7.2-b
Encourage development of Downtown as a mixed-use, day and evening activity center. Encourage office and residential development near Downtown but minimize conversion of established residences to offices.

Policy 7.2-g
Establish methods for inducing storefront rehabilitation and seismic upgrading of unsafe structures.

Policy 7.2-l
Improve access to and within Downtown. Issues addressed should include entrances to Downtown and signage.

Policy 7.2-n
Facilitate and encourage development of mixed-use projects in Downtown.

1.4.3 Street Design and Connectivity

Policy 7.4-f
Designate principle access points to Turlock which warrant special treatment and development review consideration as gateway zones. These entrances, including West Monte Vista Avenue, Golden State Boulevard, West Main Street and Lander Avenue can provide important gateway functions as visual entryways. The road segment should receive special landscape treatment to create impressionable and coordinated entries.

Policy 7.4-g
Use overlay zones to implement specific entrance-way designs and landscaping goals along designated "Gateway Routes."

Policy 7.4-k
Prepare and implement a landscape and signage plan for Golden State Boulevard between Fulkerth and F Street in coordination with the Downtown Master Plan Guidelines, balancing design considerations with the need for Golden State to be retained as a major circulation route.

1.4.4 Historic Preservation

Policy 7.6-a
Integrate historic preservation into planning for Downtown and other areas with historic significance.

1.4.5 Urban Design Principles

Policy 7.7-a

Prepare and adopt guidelines that address the variety of urban design issues for which the General Plan establishes policies. Subject all projects except single units on existing parcels to a design and site plan review that may be conducted by City Staff.

Policy 7.7-c

Accommodate the needs of all pedestrians, bicyclists, and wheelchair-dependent persons.

While some of these policies do not specifically pertain to Downtown, they do have relevance to the Downtown Zoning District and Design Guidelines and have helped to set the framework for establishing this document.

1.5 Downtown Overlay Zone and Design Guidelines Policies

The following policies are specific to the districts that have been delineated for the Downtown Area. Each of the Districts is distinct and, therefore, the policy statements below have been identified by district and apply only to the district for which they are listed.



FIGURE 4 - DISTRICT MAP
- PLAN AREA BOUNDARY
- DOWNTOWN CORE
- DOWNTOWN CORE TRANSITION
- TRANSITIONAL COMMERCIAL
- INDUSTRIAL/RESIDENTIAL
- OFFICE/RESIDENTIAL

1.5.1 Downtown Core

a The Downtown Turlock Main Street Design Guidelines of January 1995 shall continue to be utilized in conjunction with this document, particularly with respect to "historic architectural style". In the event the design guidelines in this document conflict with the design guidelines in the Main Street guidelines document, this document shall supersede.

b Preserve the Main Street pedestrian environment through appropriate land uses, zoning and design within the Downtown Core.

c Encourage compact mixed-use development in the Downtown that is "layered" (e.g., commercial, ground floor office and residential second floor and up).

d Undulating building heights are encouraged to break-up the vertical street wall.

e The City shall update the parking study completed as a part of the Turlock Downtown Master Plan and determine the appropriate mechanisms necessary to ensure adequate and accessible parking in and around the Downtown Core.

1.5.2 Downtown Core Transition District

a Preserve the lower intensity residential scale character of this transition zone while creating a visual connection to the core from the "gateway" at Canal and East Main Street by utilizing common design elements.

b Improve area streetscape and promote pedestrian accessibility throughout this district.

c Encourage mixed use development and land uses that are appropriate to the existing structures and character of this district.

1.5.3 Transitional Commercial

a Allow for a variety of commercial uses and a development character consistent with a predominantly automobile-oriented commercial district with appropriately scaled and articulated architecture.

b Create gateway elements along the Golden State Boulevard Corridor to establish the identity of the Downtown Area.

c Encourage consistent streetscape design to unify the area and create a visual connection to the Downtown Core and to promote pedestrian accessibility along street corridors.

1.5.4 Industrial/Residential District

a Acknowledge the significance of the agricultural industry to the City and capitalize on the unique architectural forms and character of the existing agricultural industrial buildings along Golden State Boulevard.

b Create a gateway statement on south Golden State Boulevard through both signage and streetscape to announce the Downtown Core.

c Promote the redevelopment and reuse of the existing large-scale agricultural industrial buildings along Golden State Boulevard with a mix of land uses that will invigorate commercial and industrial activity in the area.

d Create an opportunity for the market to determine appropriate

land uses (i.e., industrial vs. residential) within the district. Ensure new development in the District fits into the Downtown fabric by establishing design guidelines for both industrial and residential development.

e Encourage well-designed industrial development and compatible industrial uses.

f Make provisions to mitigate industrial - residential interface impacts.

1.5.5 Office/Residential District

a Preserve historic character and residential uses within the District neighborhoods.

b Promote residential scale design for new office development.

c Unify the area with streetscape improvements (street trees, continuous sidewalks, street lighting, etc.).

d Maintain and enhance the pedestrian-friendly environment and accessibility.

e Parking areas shall be concentrated toward the rear of the building. Signage shall be provided to direct autos toward the rear of the building.

f Establish guidelines for appropriate signage of non-residential uses that is consistent throughout the district.

g Establish methods to mitigate impacts where residential and office uses are directly adjacent to one another.

h Changes in zoning from residential to office use shall be permitted only when the change in zoning on a given parcel is contiguous to similarly zoned property. Where a zone change is approved, the design of new office facilities will be required to respect and preserve the historic residential character of the district by complying with the District Design Guidelines.

1.6 Relationship to Other Documents

This Downtown Zoning District and Design Guidelines Document, as mentioned above built upon the foundation established by the 1992 General Plan as well as the initial effort of the City completed in conjunction with the Turlock Downtown Master Plan document. The General Plan emphasizes the importance of encouraging a mixed-

use environment in the Downtown to promote both day and evening activities with the support of office and residential development in the surrounding neighborhood. The Downtown Master Plan recommends that the Downtown be developed as a specialty retail and entertainment center. This program is intended to enable Downtown to compete more effectively with the peripheral shopping center development that has occurred in Turlock. This is accomplished by encouraging retail specialty stores that draw from a regional customer base, extending beyond the boundaries of what would otherwise be considered the primary market area. In addition, this program encourages entertainment businesses such as eating and drinking establishments and theatres that can take advantage of an appealing downtown pedestrian environment. The goal is that through this type of program, the downtown will differentiate itself from other developments by offering a combination of uses that cannot be duplicated in shopping centers.

The Downtown Zoning Regulations and Design Guidelines also relate to the City's Zoning Ordinance (Title 9) with the creation of the Downtown District Overlay Zones. Chapter 9-4 of the City's Zoning Ordinance sets up the framework for Overlay District Regulations. The Overlay Zones for the Downtown Districts will provide specific requirements for each of the district areas without changing the base zoning that exists in Downtown. An amendment to the City's Zoning Ordinance will be required to implement these Overlay Zones.

1.7 User Guide

The biggest challenge with any planning document is to make it a document that is user friendly. To accomplish this, it is important to understand who will actually use these guidelines. The following is a summary of potential users:

1.7.1 Property Owners

The Overlay Zones and Guidelines will provide property owners with a clear and simple design review and approval process. This document will work in conjunction with the General Plan Zoning Ordinance (Title 9) and the Uniform Building Code for the City of Turlock. It will provide a clear set of expectations and responsibilities for property owners.

1.7.2 Design Professionals and Developers

The Overlay Zones and Guidelines will provide a clear and graphic directive for renovation and new construction. It will serve as an information tool that can provide a link between the property owner and the designer or developer and will clarify the aspects of quality design.

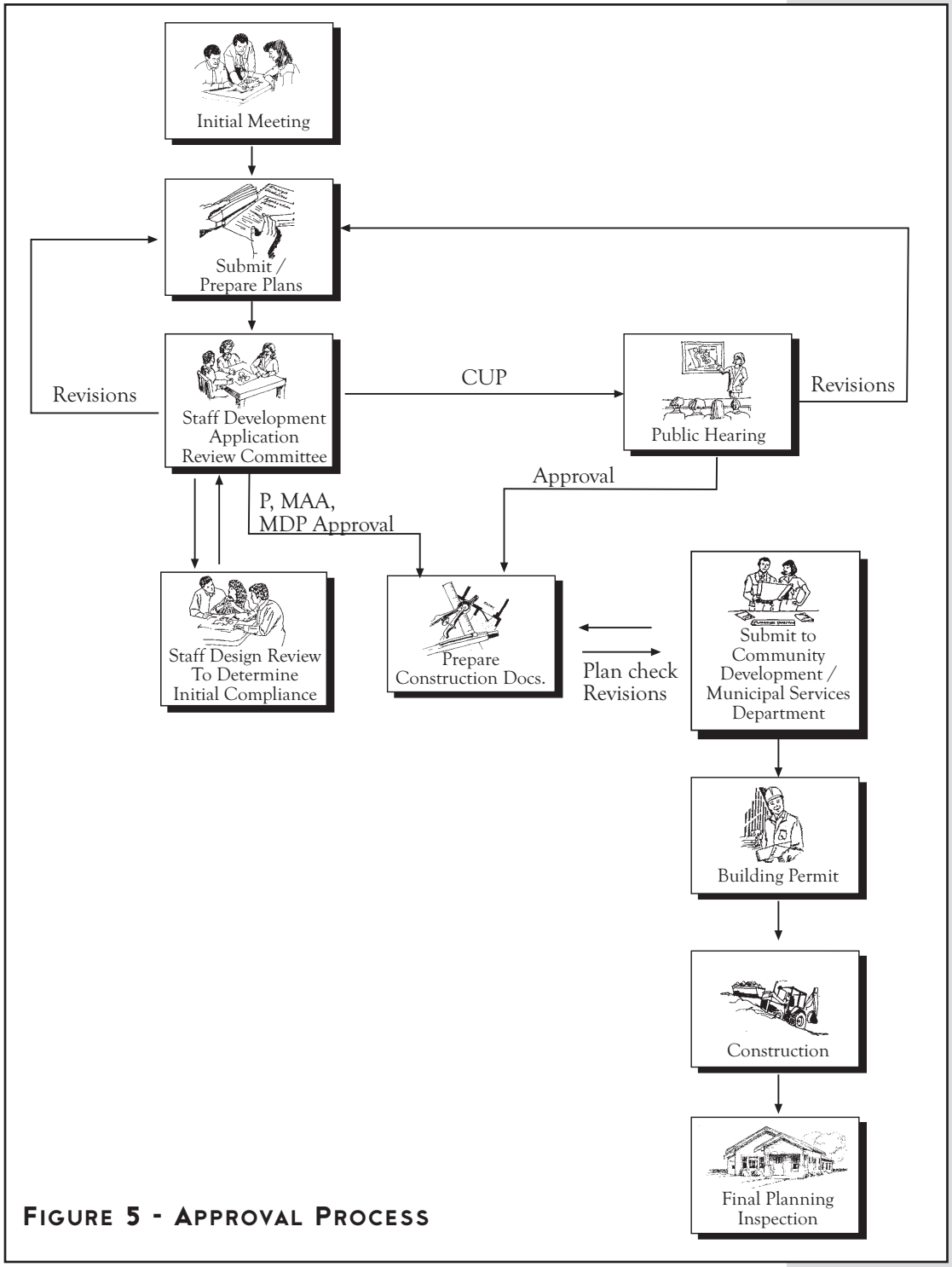


FIGURE 5 - APPROVAL PROCESS

*Refer also to 9-5-100ART, City Zoning Ordinance

1.7.3 City Staff

City Staff will utilize the Zoning Regulations and Design Guidelines in assisting applicants and their representatives with project processing. The Zoning District and Guidelines will serve as the basis for evaluating proposals for compatibility and compliance with development in the Downtown Area. City Staff will also use this document when working with the Planning Commission and the City Council.

1.7.4 Review Bodies

The Zoning Regulations and Design Guidelines will provide the Planning Commission and City Council/Redevelopment Agency with a basis for evaluating proposals for compatibility and compliance.

1.8 Application Process

All applications for building permit, sign permit, conditional use permit, variance, minor administrative permit, minor discretionary permit, or other entitlements which include a physical alteration for construction (including parking) shall be reviewed to ensure consistency with the Overlay Zoning and Guidelines. The Community Development Director or his/her designee or the Planning Commission will decide if the project is consistent with the overall intent of this document.

Design Review is implemented by the City Staff depending upon the level of permit approval required. A project may be approved at the City Staff level, Planning Commission level, or the City Council/ Redevelopment Agency level.

The diagram reflected in Figure 1 depicts the application and approval process. This process coincides with the process set forth in Chapter 5 of the City of Turlock Zoning Ordinance (Title 9). The purpose of the initial meeting is to advise the project applicant of applicable Overlay Zone Requirements and Design Guidelines to ensure the appropriate reading of this document and its applicability to the subject project.

Following the initial meeting, plans are produced and submitted as part of the application process to the City. If a Public Hearing is necessary, the project goes on to the Planning Commission and/or to the City Council for approval.

Once the project has been approved in the planning process, construction documents are produced and submitted to the Building and Safety Division of the Community Development Department for a Building Permit. Upon receipt of a Building Permit, construction may begin. Finally, inspections are made and the building may be occupied.

1.9 Applicability/Review

This document applies specifically to the Downtown Area defined on Figure 4 Downtown Districts. The Zoning District Regulation requirements apply only to those sites located within the specific district. The Design Guidelines apply to the specific building or element that may be under consideration. For example, a new commercial building being proposed in the Downtown Core Overlay Zone (District 1) would have to meet the requirement set for the Downtown Core Overlay Zone and the Design Guidelines set for commercial buildings, streetscape, public spaces, landscaping and other categories of guidelines that may apply.

1.10 Organization and Use of Zoning and Guidelines

This document is organized into four parts to ease use. These four parts are as follows:

- Chapter 1

  This section includes the discussion of the history, purpose and method of development of this document as well as the relationship to other documents and the Users Guide.

- Chapter 2

  The Downtown Regulations and Overlay Zoning and Requirements consists of a total of five Downtown Districts each of which has an Overlay Zone Requirement specific to the particular District. These Requirements are intended to be consistent with the Base Zoning Requirements while, in some instances, being more restrictive. Some Amendments to the base zones will be necessary. Where the Overlay Zone Requirements conflict with Base Zone Requirements, the Overlay Zone Requirements will prevail.

- Chapter 3

  This section contains the Downtown Design Guidelines. The first section includes general guidelines which apply to all of the downtown areas. Following are guidelines for each of the five downtown overlay districts. Where the guidelines contained herein conflict with guidelines or zoning elsewhere, the guidelines contained herein shall supercede.

- Chapter 4

  This is the implementation section which includes an overview of the Design Review process and other considerations for implementation of the regulations and guidelines contained herein.

PART 2 - ZONING

Chapter 9-4 Overlay District Regulations

9-4-100 Downtown Overlay Regulations
9-4-101 Downtown Core Overlay District #1
9-4-102 Downtown Core Transition Overlay District #1-A
9-4-103 Transitional Commercial Overlay District #2
9-4-104 Industrial/Residential Overlay District #3
9-4-105 Office/Residential Overlay District #4

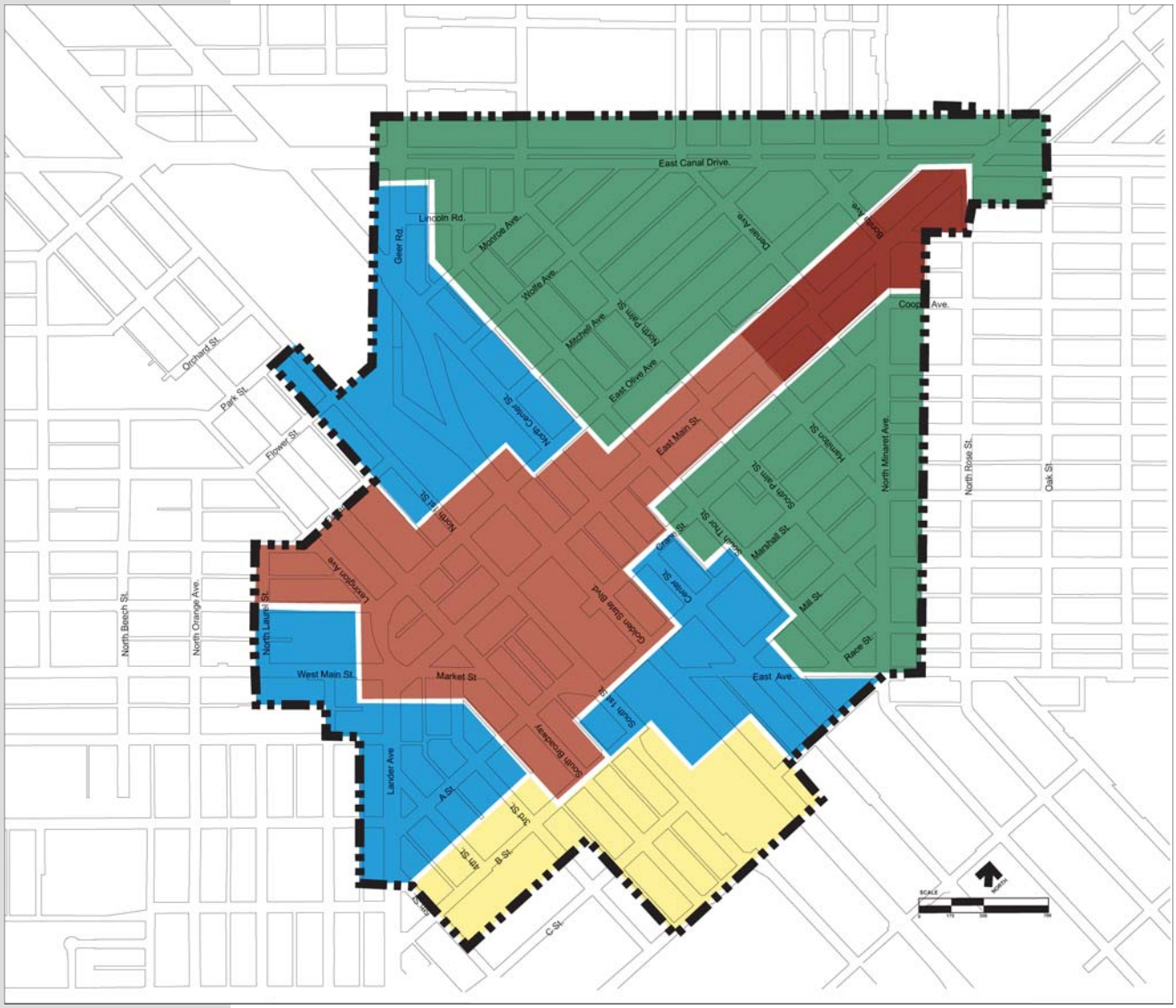
9-4-100 ART. Downtown Overlay Regulations

The following Overlay District Regulations apply specifically to the Downtown area as defined in the Turlock Downtown Zoning and Design Guidelines document. Figure 4 shows the Downtown area as well as the Overlay Regulation Districts within the Downtown area. These regulations in some cases modify the Base District Regulations for the purposes set forth herein. However, these regulations are not all inclusive and therefore must be used in concert with the balance of the City of Turlock zoning regulations. Wherever there is a conflict or contradiction in the Overlay District and Base District Regulations, the Overlay District Regulations set forth in this document shall apply.

(a) Specific Purposes

In addition to the purposes listed in Section 9-1-103, and elsewhere in each of the Base District Regulations, the purpose of the Downtown Overlay Regulations are to:

(1) Maintain and further enhance a prominent pedestrian oriented environment throughout all the regulation districts of the Downtown.
(2) Promote and encourage economic investment in the Downtown area.
(3) Protect and preserve the City's historic architectural character of the Downtown Core and immediately surrounding areas.
(4) Acknowledge the distinct opportunities that exist in the Downtown.
(5) Ensure the economic vitality of the Downtown as the "heart" of Turlock for years to come.



* Note: Existing landuse development shown reflects information based on survey of donwtown core, aerial photos,field work and Turlock Downtown Master Plan Land Use Plan and may not reflect detailed,

DOWNTOWN DISTRICTS

LEGEND

- Plan Area Boundary
- District 1 - Downtown Core
- District 1A - Downtown Core Transition
- District 2 - Transitional Commercial
- District 3 - Industrial / Residential
- District 4 - Office / Residential

9-4-101. Downtown Core #1

The Downtown Core is the historic focal point of Downtown. It's a place where shopping, dining, and entertainment is encouraged and is an area where buildings shall be high density in order to achieve an urban appearance. Buildings shall range from two to four stories in height in order to encourage a mix of commercial, office, and residential uses. The design and look of the Core communicates the historic character of the City through the use of architecture and streetscape design. The following zoning is intended to preserve and enhance the historical character of the Downtown Core and the quality of public realm (streetscape, public parking, plazas, etc.) improvements. This overlay district accomplishes this through specific use requirements and development standards.

A. Specific Purposes

1. To ensure the current and future success of the Downtown Core by preserving and enhancing its unique historic character and to encourage future development and land uses that are compatible with the overall character of The Downtown Core.
2. To protect and enhance the pedestrian environment and accessibility in and around the Downtown Core Area.
3. To promote re-use and renovation of historic buildings in Downtown while promoting new investment and construction.
4. Encourage mixed-use development in the Downtown Core supporting residential and offices on the upper floors.
5. Encourage ground floor retail and restaurants on the ground level.



District 1 - Downtown Core

B. Use Classifications Downtown Core District (DC)

All new or expanded uses of a site or structure, involving an expansion of floor area of 1,000 square feet or 25% of the existing building floor area, which ever is less, or the conversion of an existing residential structure to a non-residential use, are subject to design review in accordance with Article 9-5-1000. Design review shall take place concurrently with the processing of any other required permit. Compliance with the adopted design guidelines of the City of Turlock is mandatory for all commercial developments subject to design review.

Alterations or modifications to a developed site or the exterior of an existing structure are subject to review in accordance with *Article 3 of Chapter 5 of Title 9 of the Turlock Municipal Code: Minor Administrative Approvals*. The review is to ensure compliance with the established policies, standards and guidelines adopted by the Turlock City Council.

Any change in use or business within an existing structure which does not require an approved CUP, shall obtain a Zoning Certificate in accordance with *Article 9-5-100: Zoning Certificate*. The zoning certificate shall be obtained prior to the issuance of a building permit or prior to commencement of a use where no building permit is required.

Uses not contained in the following sections (C,D & E) may be permitted subject to a Conditional Use Permit. Such conditional uses must be of a similar nature and intensity as other uses in the district as determined by the Community Development Director or designee.

C. Permitted Uses:

Ground level:
Antique shops, art galleries, artist studios if accessory to art galleries, business and professional offices, cultural institutions, financial services, government offices, personal services, printing & publishing, restaurants (including outdoor dining), retail sales, retail bakeries, and other similar uses as determined by the Community Development Director or designee.

Second floor & above:
Residential units, business and professional offices, clubs & lodges, cultural institutions, government offices, photography studios, artists' studios, medical and dental clinics, hotels and motels, research &

development services, personal services, and other similar uses as determined by the Community Development Director or designee.

D. Conditionally Permitted Uses:

Ground level:
Bars, dance hall/night clubs, live entertainment, fortune telling, and other similar uses as determined by the Community Development Director or designee.

Second floor & above:
Day care centers, religious assembly uses, trade schools, dance schools, all those uses conditionally permitted at ground level, and other similar uses as determined by the Community Development Director or designee.

E. Prohibited Uses:

Automobile sales, service, repair or washing, restaurants (drive through), industry (limited or general), utilities (major and minor), ambulance services, convenience gas mart, outdoor storage, funeral & internment services, rental storage facilities, second hand stores, travel trailer or mobile home parks, salvage and wrecking operations, warehousing, and other similar uses as determined by the Community Development Director or designee.

F. Development Standards

Downtown Core Overlay Zone (DC) 9-4-101

CATEGORY	REGULATION	INTERPRETATION

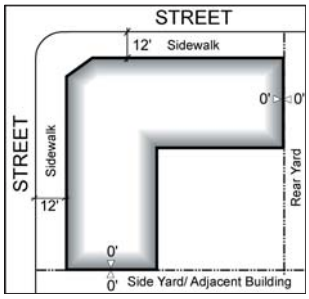
Land Use

Applicable Base Zone	CC
Max Lot Coverage:	100% **Intensity of the allowable building coverage of the lot area. See design guidelines for how to handle frontage treatments.*
Floor Area Ratio:	3.0 for Mixed-Use 1.0 for Retail Commercial **Floor Area Ratio (FAR) is the ratio of building area to parcel area*
Permitted Uses:	Refer to Section 9-4-101 C of this chapter
Conditional Uses:	Refer to Section 9-4-101 D of this chapter



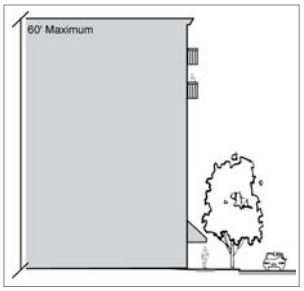
Setbacks

Front Yard:	0 feet maximum **except for plazas, courtyards, entries or outdoor dining*
Side Yards:	0 feet minimum
Rear Yard:	0 feet minimum
Corner Lot Side Yard:	0 feet minimum
Distance Between Buildings:	0 feet



Building Massing

Building Height:	60 feet maximum
Landscaping:	0% of lot area **may include hardscape, plazas, courtyard areas, and planters*



Parking

Parking Requirements:	Off-street parking not required in the Downtown Core Overlay Zone

Signage

Signage in accordance with TMC 9-2-500ART (Signs) except:

Freestanding Signs	No freestanding signs are permitted, except for tenant directory signs which may only be placed within a courtyard, plaza, or entry. Any freestanding signs shall be single sided, shall be limited to six (6') feet in overall height, shall not exceed three (3') feet in width, shall be placed within a landscaped bed, and shall be made from the same materials as other signs on the site.



Signage Continued

Restaurant Menu Signs

Restaurant Menu Signs shall be permitted and shall be located in a permanently mounted display box on the surface of the building adjacent to the entry. Taping a menu to a box is not an appropriate menu sign. The allowable area for restaurant menu signs shall be a maximum of 6 square feet. For special circumstances in which restaurants occupy a considerable amount of window space, menus are to be decoratively displayed in the window adjacent to the entry. Such signs will not be included in the sign area calculation for the business.



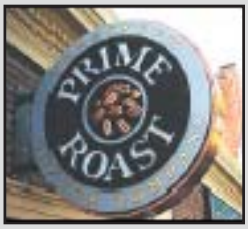
Wall Signs

Wall Signs shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting material is preferred over internal illumination. Cabinet signs are prohibited.



Projecting Signs

Projecting Signs shall not exceed two (2') feet by two (2') feet in size and shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting material is preferred over internal illumination. Cabinet signs are prohibited. Projecting signs shall not be included in the sign area calculation for the building.



A-Frame Signs

A-Frame Signs shall be permitted provided the sign complies with the following size and design requirements:

- No A-Frame Sign shall have more than two sides
- The overall size of the sign, including frame, shall not exceed two (2') feet in width and four (4') feet in height
- The sign shall be constructed of materials similar to those found on the building and/or the wall signs
- The sign shall not be placed on the public sidewalk in such a manner as to obstruct public access, including ADA accessibility requirements

A-Frame signs shall not be included in the sign area calculation for the building





Other

Design: Compliance with the Downtown Core District Design Guidelines section of this document (Chapter 3-1) is required.

9-4-102. Downtown Core Transition #1A

The Downtown Core Transition District is a contrast to the historic urban feel of the Downtown Core with ample setbacks, mature trees lining the streets, and low-intensity residential and office structures. Yet, located along the East Main Corridor, this district is an important link and gateway opportunity for the Downtown Core. The Downtown Core Transition District's "residential scale" is to be preserved while creating a unifying streetscape character that ties this area to the Downtown Core. Consideration of gateway features and strengthened pedestrian orientation are priorities for this district. All new uses, construction, reconstruction, and remodels shall be subject to these regulations.

A. Specific Purposes

1. Preserve the lower intensity residential scale character of this transition area while maintaining the importance of this link to the Downtown Core.

2. Encourage mixed use development and land uses that are appropriate for the existing structures and character of this district.

3. To encourage pedestrian accessibility and orientation.



District 1A - Downtown Core Transition

B. Use Downtown Core Transition District (DCT)

All new or expanded uses of a site or structure, involving an expansion of floor area of 1,000 square feet or 25% of the existing building floor area, which ever is less, or the conversion of an existing residential structure to a non-residential use, are subject to design review in accordance with Article 9-5-1000. Design review shall take place concurrently with the processing of any other required permit. Compliance with the adopted design guidelines of the City of Turlock is mandatory for all commercial developments subject to design review.

Alterations or modifications to a developed site or the exterior of an existing structure are subject to review in accordance with *Article 3 of Chapter 5 of Title 9 of the Turlock Municipal Code: Minor Administrative Approvals*. The review is to ensure compliance with the established policies, standards and guidelines adopted by the Turlock City Council.

Any change in use or business within an existing structure which does not require an approved CUP, shall obtain a Zoning Certificate in accordance with *Article 9-5-100: Zoning Certificate*. The zoning certificate shall be obtained prior to the issuance of a building permit or prior to commencement of a use where no building permit is required.

Uses not contained in the following sections (C, D & E) may be permitted subject to a Conditional Use Permit. Such conditional uses must be of a similar nature and intensity as other uses in the district as determined by the Community Development Director or designee.

C. Permitted Uses:

Business & Professional Offices, medical and dental offices and clinics, restaurants, residences, photography studios, artists studios, art galleries, public uses, government offices, day care centers, personal services, private schools, dance schools, and financial institutions, single and multi-family residential and other similar uses as determined by the Community Development Director or designee.

All residential uses shall comply with the standards for the Residential Medium Density (R-M) zoning regulations, unless authorized in accordance with *Article 9-5-600: Conditional Use Permits and Variances*. (See Director's Interpretation 99-02)

D. Conditionally Permitted Uses:

Clubs and lodges, religious assembly uses, gas stations (including convenience gas marts), mixed use projects, nurseries, and other similar uses as determined by the Community Development Director or designee.

All residential uses shall comply with the standards for the Residential Medium Density (R-M) zoning regulations, unless authorized in accordance with *Article 9-5-600: Conditional Use Permits and Variances*. (See also Director's Interpretation 99-02)

E. Prohibited Uses:

Auto sales, auto service and repairs, drive through restaurants, equipment sales, service, and/or rentals, industrial uses, maintenance services, outdoor storage, rental storage facilities,

F. Development Standards

Downtown Core Transition Overlay Zone (DC) 9-4-102

CATEGORY	REGULATION	INTERPRETATION

Land Use

Applicable Base Zone: CO & CC

Maximum Building Lot Coverage: 60%

**Intensity of the allowable building coverage of the lot area*

Floor Area Ratio: C-O = 1.0; C-C = 1.0

**Floor Area Ratio (FAR) is the ratio of building area to parcel area*

Permitted Uses: **Refer to section 9-4-102 C of this chapter*

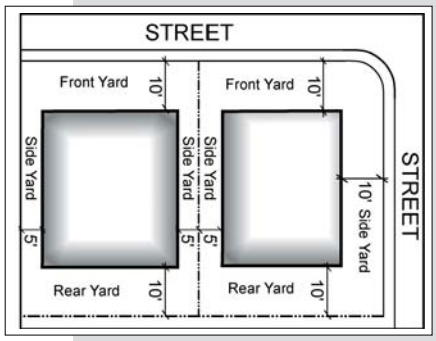
Conditional Uses: **Refer to section 9-4-102-D of this chapter*



Setbacks

	C-O	C-C
Front Yard:	10' min.	10' min.
Side Yards:	5' min.*	5' min.*
Rear Yard:	10' *	10' min.*
Corner Lot Side Yard:	10'	10' min.

**When adjacent to residential, a six foot decorative masonry wall is required along the property boundary.*

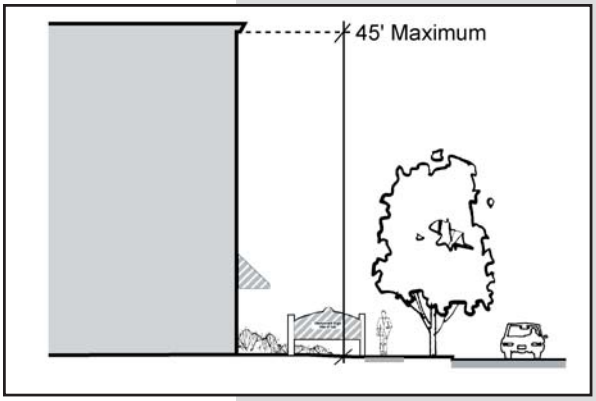


Building Massing

Building Height: 45 feet maximum

Landscaping: 25% of lot area for C-O; 25% of lot area for C-C

**may include hardscape, plazas, courtyard areas, and planters*



Parking

Parking Requirements: 50% of the parking requirements as set forth in *Section 209 of Chapter 2 of Title 9* (Zoning).

Parking shall be located off of alley access to the rear of the building unless the applicant can demonstrate it is infeasible to do so.

SIGNAGE

Signage in accordance with TMC 9-2-500ART (Signs) except:

Freestanding Signs	Freestanding Signs shall not exceed six (6') feet in overall height, measured from grade, may be internally illuminated, but external illumination is preferred, installed within a landscaped bed, and constructed of materials designed to complement the primary structure.
Wall Signs	Wall Signs shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting material is preferred over internal illumination. Cabinet signs are prohibited.
A-Frame Signs	A-Frame Signs shall be permitted provided the sign complies with the following size and design requirements: • No A-Frame Sign shall have more than two sides • The overall size of the sign, including frame, shall not exceed two (2') feet in width and four (4') feet in height • The sign shall be constructed of materials similar to those found on the building and/or the wall signs • The sign shall not be placed on the public sidewalk in such a manner as to obstruct public access, including ADA accessibility requirements A-Frame signs shall not be included in the sign area calculation for the building









OTHER

Design:	Compliance with the Downtown Core Transition District Design Guidelines section (Chapter 3-1A) is required.

9-4-103. Transitional Commercial #2

The Transitional Commercial areas lay north, south, and west of the Downtown Core. These areas contain office and commercial buildings that cater to the auto-oriented consumer. These areas also serve as the main gateways into the downtown core and shall be designed to establish a good first impression of the downtown area. This can be accomplished by incorporating gateway signage and landscaping, providing a unified streetscape design, regulating signage, and screening parking. The following regulations are set forth to encourage a community character that will support the charm and character of the Downtown Core.

A. Specific Purposes

1. Allow for a variety of commercial uses and an architectural character consistent with a predominantly automobile oriented commercial district with appropriately scaled architecture.

2. To enhance aesthetics through improved landscape, landscaping, and architectural forms.

3. Create a pedestrian friendly and accessible commercial district environment.



District 2 - Transitional Commercial

B. **Use Classifications Transitional Commercial (TC):**
All new or expanded uses of a site or structure, involving an expansion of floor area of 1,000 square feet or 25% of the existing building floor area, which ever is less, or the conversion of a residential structure to a non-residential use, are subject to design review in accordance with Article 9-5-1000. Design review shall take place concurrently with the processing of any other required permit. Compliance with the adopted design guidelines of the City of Turlock is mandatory for all commercial developments subject to design review.

Alterations or modifications to a developed site or the exterior of an existing structure are subject to review in accordance with *Article 3 of Chapter 5 of Title 9 of the Turlock Municipal Code: Minor Administrative Approvals*. The review is to ensure compliance with the established policies, standards and guidelines adopted by the Turlock City Council.

Any change in use or business within an existing structure which does not require an approved CUP, shall obtain a Zoning Certificate in accordance with *Article 9-5-100: Zoning Certificate*. The zoning certificate shall be obtained prior to the issuance of a building permit or prior to commencement of a use where no building permit is required.

Uses not contained in the following sections (C,D & E) may be permitted subject to a Conditional Use Permit. Such conditional uses must be of a similar nature and intensity as other uses in the district as determined by the Community Development Director or designee.

C. Permitted Uses:

Automobile sales, automobile service, automobile repair (minor), animal boarding, animal grooming, animal hospitals, building materials & services, business and professional offices, convenience gas marts, cultural institutions, day care centers, financial institutions, food and beverage sales (less than 10,000 sf), funeral and internment services, government offices, hardware stores, health and recreation centers, hotels and motels, laundries (limited or self serve), medical and dental clinics, nurseries, personal services, recycling facility (small), residential (single and multi-family), retail sales, restaurants (including drive through), second hand stores, and other similar uses as determined by the Community Development Director or designee.

D. Conditionally Permitted Uses:

Automobile repair (major), bars, commercial recreation & entertainment, convalescent hospitals (including nursing homes and assisted living facilities), dance halls, equipment sales, service and rental, food and beverage sales (greater than 10,000 sf),interim housing, hospitals, nightclubs, outdoor storage, pawn shops, religious assembly uses, and other similar uses as determined by the Community Development Director or designee.

E. Prohibited Uses:

Equipment sales, service, and rentals, industrial uses, maintenance services, outdoor storage, rental storage facility.

F. Development Standards

TRANSITIONAL COMMERCIAL OVERLAY ZONE #2 9-4-103

CATEGORY	REGULATION	INTERPRETATION

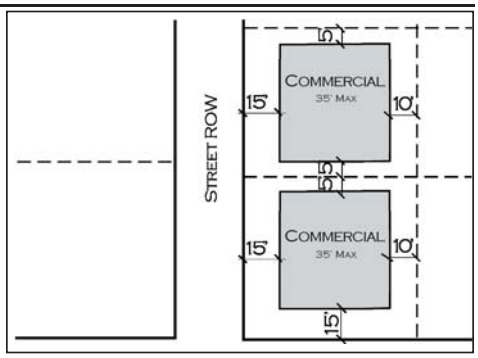


LAND USE

Applicable Base Zone	CC
Max Lot Coverage:	45%
	**Intensity of the allowable building coverage of the lot area. See design guidelines for how to handle frontage treatments.*
Floor Area Ratio:	0.6
	**Floor Area Ratio (FAR) is the ratio of building area to parcel area*
Permitted Uses:	Refer to Section 9-4-103 C of this chapter
Conditional Uses:	Refer to Section 9-4-103 D of this chapter

SETBACKS

Front Yard:	15 feet maximum*
	**except for plazas, courtyards, entries or outdoor dining*
Side Yards:	5 feet minimum*
Rear Yard:	10 feet minimum*
Corner Lot Side Yard:	15 feet minimum



Setback area shall be landscaped

** Seven foot high decorative masonry walls shall be used when adjacent to residential uses or residential zoned property*

BUILDING MASSING

Building Height:	35 feet maximum
Landscaping:	25% of lot area
	**may include hardscape, plazas, courtyard areas, and planters*



PARKING

Parking Requirements:	Refer to City of Turlock's parking requirements in section 9-2-200 of the Turlock Municipal Code

SIGNAGE

Signage in accordance with TMC 9-2-500ART (Signs) except:

Sites that support an auto-servicing use, such as automobile fueling/convenience gas mart, auto sales, auto repair, and the like may incorporate freestanding monument signs within the required landscaping. Such signs shall not exceed six (6') feet in overall height, measured from grade, and may be internally illuminated. All materials for the sign shall be complementary to the primary structure. Otherwise, all signs within this district shall be permanently affixed to the wall of the primary structure. All wall or projecting signs shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting material is preferred over internal illumination. Cabinet signs are prohibited.

No portable A-frame style signs shall be permitted.





9-4-104 INDUSTRIAL/RESIDENTIAL #3

The Industrial/Residential area lies in the southwest sector of the downtown. This is a unique opportunity area to capitalize on the industrial character of the existing agricultural related buildings. Many vacant and under utilized sites currently occupy this district, however multi-family infill buildings, mixed use buildings, and enhanced streetscapes will help to liven up the area. There is also an opportunity to create an industrial gateway to the downtown core by providing gateway signage and improved landscaping along Golden State Boulevard. The following district regulations address the unique land use opportunities in this area by providing for market forces to work while addressing inherent land use conflicts.

A. Specific Purposes

1. Encourage economically viable re-use of existing agricultural/ industrial buildings.

2. Create opportunities for the market to determine appropriate land uses while preventing inherent land use conflicts.



DISTRICT 3 - INDUSTRIAL RESIDENTIAL

B. Use Classifications Industrial / Residential District (IR)

All new or expanded uses of a site or structure, involving an expansion of floor area of 1,000 square feet or 25% of the existing building floor area, which ever is less, or the conversion of a residential structure to a non-residential use, are subject to design review in accordance with Article 9-5-1000. Design review shall take place concurrently with

the processing of any other required permit. Compliance with the adopted design guidelines of the City of Turlock is mandatory for all commercial developments subject to design review.

Alterations or modifications to a developed site or the exterior of an existing structure are subject to review in accordance with *Article 3 of Chapter 5 of Title 9 of the Turlock Municipal Code: Minor Administrative Approvals*. The review is to ensure compliance with the established policies, standards and guidelines adopted by the Turlock City Council.

Any change in use or business within an existing structure which does not require an approved CUP, shall obtain a Zoning Certificate in accordance with *Article 9-5-100: Zoning Certificate*. The zoning certificate shall be obtained prior to the issuance of a building permit or prior to commencement of a use where no building permit is required.

Uses not contained in the following sections (C,D &E) may be permitted subjected to a Conditional Use Permit. Such conditional uses must be of a similar nature and intensity as other uses in the district as determined by the Community Development Director or designee.

C. Permitted Uses:

Ambulance services, animal hospitals, automobile repair (minor and major), automobile storage (see 9-2-112), bakeries (wholesale), Building materials and services, day care centers, government offices, industry (limited), interim housing, outdoor storage, parking lots, printing (limited and unlimited), , residential (single and multi family), trade schools, vehicle washing, warehousing, and other similar uses as determined by the Community Development Director or designee.

D. Conditionally Permitted Uses:

Commercial recreation and entertainment, convenience gas mart, emergency shelters, mixed use projects, nightclubs and dance halls, private schools, religious assembly uses, restaurants, transitional housing, and other similar uses as determined by the Community Development Director or designee.

E. Prohibited Uses:

Financial services, office uses (unless accessory to a permitted use), retail sales.

F. Development Standards

Industrial Residential Overlay Zone #3 9-4-104

CATEGORY	REGULATION		INTERPRETATION
Land Use	**Industrial**	**Residential**	
Applicable Base Zone	I	I	
Maximum Building Lot Coverage:	35%	50%	
Floor Area Ratio:	I = .4	Residential = .75	
	**Floor Area Ratio (FAR) is the ratio of building area to parcel area*		
Permitted Uses:	**Refer to section 9-4-104 C of this chapter*		
Conditional Uses:	**Refer to section 9-4-104-D of this chapter*		

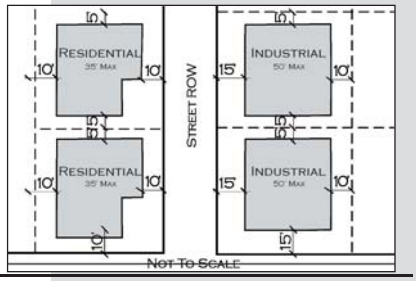


Setbacks

	Industrial	Residential
Front Yard:	15' min.	10' min.**
Side Yards:	5' min.*	5' min.*
Rear Yard:	10' *	10' min.*
Corner Lot Side Yard:	15'	10' min.

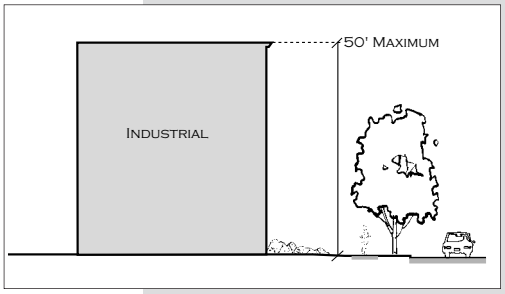
**When adjacent to residential, a seven foot decorative masonry wall is required along the property boundary.*

*** 20' to garage for single family residential units*



Building Massing

Building Height:	50 feet maximum Industrial 35 feet maximum Residential
Landscaping:	25% of lot area for Industrial 25% of lot area for Residential **may include hardscape, plazas, courtyard areas, and planters*
Parking Requirements:	50% of the parking requirement set forth in the City of Turlock's Zoning Ordinance, section 9-2-209 for off-street parking requirements.



Parking Requirements

Industrial	Refer to parking requirements in section 9-2-200 of the Turlock Municipal Code.
Residential	Single Family Residential = min.. 2 spaces/unit Multi-Family Residential - refer to parking requirements in section 9-2-200 of the Turlock Municipal Code.

Signage

Signage in accordance with TMC 9-2-500ART (Signs) except:

Freestanding Signs	Freestanding Signs shall not exceed six (6') feet in overall height, measured from grade, may be internally illuminated, but external illumination is preferred, installed within a landscaped bed, and constructed of materials designed to complement the primary structure.
Wall Signs	Wall Signs shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting material is preferred over internal illumination. Cabinet signs are prohibited. No portable A-frame style signs shall be permitted.





9-4-105 Office/Residential District #4

The intent of the office/residential district is to preserve the character of the traditional residential neighborhoods while providing for the orderly and logical conversion or transition to compatible office uses as the market allows. The office/residential district area shall maintain its character as a traditional residential neighborhood through the preservation of historic residential structures and the establishment of guidelines for new construction, remodels and renovation that will ensure a residential scale and character. The pedestrian friendly environment in this area is also a priority. Unifying the streets with street trees and continuous sidewalks will further enhance the pedestrian friendly environment. Streetscape elements consistent with the Downtown Core elements such as; street lights, trash receptacles, and benches placed in appropriate locations will visually unify and tie together this district to the Core.

A. Specific Purposes

1. Preserve historic character of buildings and residential character of the District.

2. Promote residential scale design for new office development.

3. Maintain and enhance a pedestrian friendly environment.

District 4 - Office/Residential



B. Use Classifications Office / Residential (RO):
All new or expanded uses of a site or structure, involving an expansion of floor area of 1,000 square feet or 25% of the existing

building floor area, which ever is less, or the conversion of an existing residential structure to a non-residential use, are subject to design review in accordance with Article 9-5-1000. Design review shall take place concurrently with the processing of any other required permit. Compliance with the adopted design guidelines of the City of Turlock is mandatory for all commercial developments subject to design review.

Alterations or modifications to a developed site or the exterior of an existing structure are subject to review in accordance with *Article 3 of Chapter 5 of Title 9 of the Turlock Municipal Code: Minor Administrative Approvals*. The review is to ensure compliance with the established policies, standards and guidelines adopted by the Turlock City Council.

Any change in use or business within an existing structure which does not require an approved CUP, shall obtain a Zoning Certificate in accordance with *Article 9-5-100: Zoning Certificate*. The zoning certificate shall be obtained prior to the issuance of a building permit or prior to commencement of a use where no building permit is required.

Uses not contained in the following sections (C,D & E) may be permitted subjected to a Conditional Use Permit. Such conditional uses must be of a similar nature and intensity as other uses in the district as determined by the Community Development Director or designee.

C. Permitted Uses:

Business and professional offices, cultural institutions, day care centers, medical and dental clinics, personal services, residential (single and multi-family) and other similar uses as determined by the Community Development Director or designee.

D. Conditionally Permitted Uses:

Convalescent hospitals (including nursing homes and assisted living facilities), financial institutions, interim housing, hospitals, mixed use projects, neighborhood stores, religious assembly uses, restaurants (including delicatessens), and other similar uses as determined by the Community Development Director or designee.

E. Prohibited Uses:

Auto sales, service, and repairs, drive through restaurants, drive through personal services, industrial uses, outdoor storage, rental storage facilities, retail sales, and other similar uses.

F. Development Standards

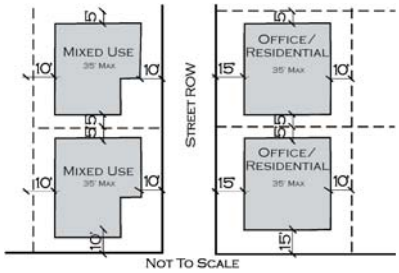
Office/Residential Overlay Zone #4 9-4-105

CATEGORY	REGULATION		INTERPRETATION
Land Use	**Office/Residential**	**Mixed Use**	
Applicable Base Zone	CO, R-L	CO, R-L	
Max Building Lot Coverage:	40%	60%	
	**Intensity of the allowable building coverage of the lot area. See design guidelines for how to handle frontage treatments.*		
Floor Area Ratio:	.6 for Office/Residential .8 for Mixed Use		
	**Floor Area Ratio (FAR) is the ratio of building area to parcel area*		
Permitted Uses:	Refer to Section 9-4-105 C of this chapter		
Conditional Uses:	Refer to Section 9-4-105 D of this chapter		



Setbacks

	Office/Residential	Mixed Use
Front Yard:	15 feet min.	10 feet min.
	**except for plazas, courtyards, entries or outdoor dining*	
Side Yards:	5 feet min.*	5 feet min.
Rear Yard:	10 feet min.*	10 feet min.
Corner Lot Side Yard:	10 feet min.	10 feet min.



Building Massing

Building Height:	35 feet maximum
Landscaping:	30% of lot area. Refer also to City's Landscape Master Plan



Parking Requirements

Office	50% of the required number of parking spaces for office uses found in section 9-2-200 of the Turlock Municipal Code On-street parking directly abutting property may be applied to meet office parking requirements
Residential	Single family residential = 2 spaces/unit

Signage

Signage in accordance with TMC 9-2-500ART (Signs) except:

Freestanding Signs	Freestanding Signs shall not exceed four (4') feet in overall height, measured from grade, may be externally illuminated, installed within a landscaped bed, and constructed of materials designed to complement the primary structure.
Wall Signs	Wall Signs shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting fixtures is permitted. Cabinet signs are prohibited. No portable A-frame style signs shall be permitted.





General Design Guidelines For Downtown Turlock

Building facades that have a sense of cohesiveness and aesthetic pride can encourage shopping, increase one's sense of security, and generate pedestrian activity; all of which is essential and necessary for Downtown Turlock to thrive. Many building facades in downtown Turlock have a charming historic architectural style reminiscent of the mid to early 1900's as well as several art-deco style buildings peppered among them. In addition, there are some newer buildings that are scattered throughout the downtown area, a few of which, have architectural styles that are inconsistent with the historic theme or have failed the test of time. While these guidelines are intended to provide a general framework for design and do not mandate specific architectural styles, themes or details; new developments shall take into consideration the existing historic architectural theme and style. The user should know that while individual and guideline conformance is flexible, the overall intent of the design guidelines presented in this document is NOT optional. However, these guidelines are not binding and the City will be open to considering innovative, alternative design concepts that reinforce the intent expressed herein. These guidelines shall be applied to any type of new construction or physical change in the building's appearance within the Downtown District boundaries defined by Figure 4. Refer to the Application Process on page 1-12 for further information.



This building contains many good design elements such as corner emphasis, outdoor eating areas, and well coordinated building colors and materials

Exterior Building Materials & Colors

These guidelines are intended to build upon the guidelines provided in the Materials and Colors section of each downtown overlay zone district. The basic recommendations for color and material selection shall be reviewed in conjunction with this section.

Exterior Materials

The following listings of appropriate and inappropriate materials were developed based upon the professional judgment and opinions of those involved in the development of these guidelines. The materials listed as "appropriate" have generally stood the test of time to have desirable aesthetic qualities, while those listed as "inappropriate" have failed to do so. Certain materials have been omitted because their success or failure has more to do with the overall design, rather than the materials themselves.

These listings are intended to provide general guidance, and are not intended to be exhaustive; designers should not feel that they must limit their material palette to the following selections. New materials and refined fabrication methods are continually being introduced and Turlock encourages designers to take advantage of these innovations.



Attractive building facades have varying textures, colors, and wall planes.



Native stone materials have helped to make this an attractive public space.



Historic buildings with elaborate building cornices have helped to architecturally define downtown Turlock



Metal corrugated siding, metal overhangs, and goose-neck lighting make this an attractive industrial building



Varied forms and rooflines are encouraged

Appropriate Primary Wall Surfaces

- Native stone veneer
- Cement plaster stucco
- Smooth and hand-troweled stucco
- Tile (used at base or for accent only)
- Rough, split-face masonry
- Wood siding/ shingles
- Cement/ fiber siding (6", 8", or 12" horizontal siding)
- Brick

Inappropriate Primary Wall Surfaces

- T-111 Siding (4'x8' plywood sheets with vertical grooves at 8"-12" increments)
- Highly polished materials
- Mirror or heavily tinted glazing
- Corrugated metal[1]/ fiberglass panels
- Metal siding
- Spray-on or knock-down stucco

Appropriate Wall Articulation and Accents:

- Accent tile
- Stucco corbels[2], lintels[3], sills[4]
- Timber lintels, sills, corbels
- Clay tile vents
- Wood vents
- Recessed niches
- Colonnade
- Wrought Iron
- Wood trellises/ shading devices

Appropriate Roofing Materials

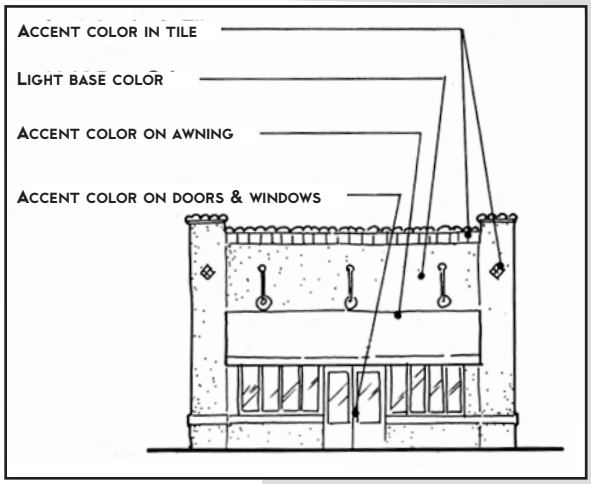
- Dimensional asphalt/ composite shingles
- Metal roofing
- "Cool Roof" built-up roofing

Exterior Colors

- Light, subtle, earth tones such as tan, beige, sand, and cream used in conjunction with bold, rich complementary accents are appropriate color choices.
- Simple color schemes involving a maximum of 3 colors are recommended.
- Bright colored and stark white walls are discouraged.
- Certain materials, such as stone and brick, have distinct coloring in their natural state and shall be thought of as an element of the color palette used. These materials shall not be painted.
- Brighter colors shall be used as accents.

Design Considerations

Many existing developments within the community are in need of renovation. Façade and character upgrades can make a dramatic difference in the attractiveness and desirability of a retail piece of property. Simple cosmetic changes such as painting, incorporating appropriate signage and lighting, and installing shading devices can significantly improve the appearance of the building. The removal of unsafe and unsightly building components, such as deteriorated stucco, mansard roofs, and other materials, will also greatly enhance the aesthetics of the entire community.



1 Decorative-corrugated metal siding may be appropriate for industrial buildings if they fit within the character of the district.

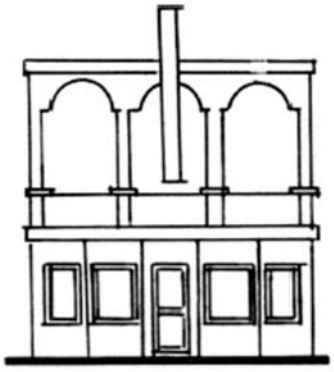
2 A projection of one of a series of projections, each stepped progressively outward with increasing height, and usually projecting from a wall or chimney.

3 A horizontal structural member (such as a beam) over an opening.

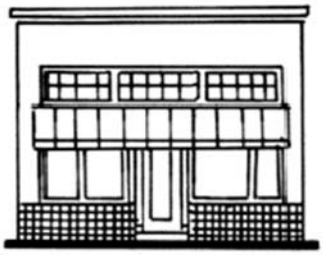
4 A horizontal member, at the bottom of the frame of a wood structure



Existing original facade



Existing "modernized" facade



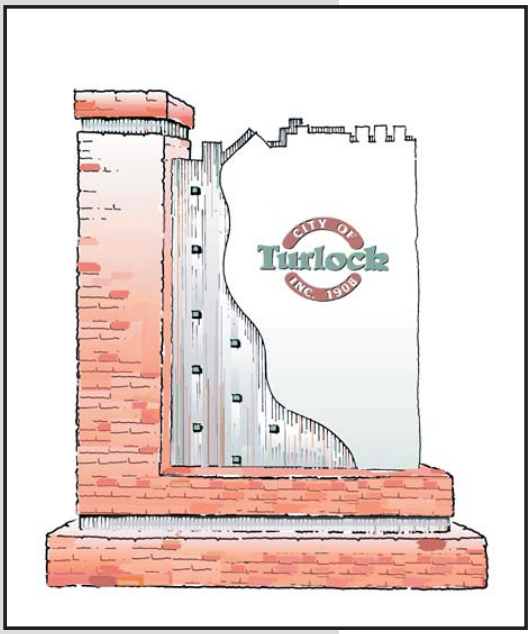
Restoration of original storefront is strongly encouraged



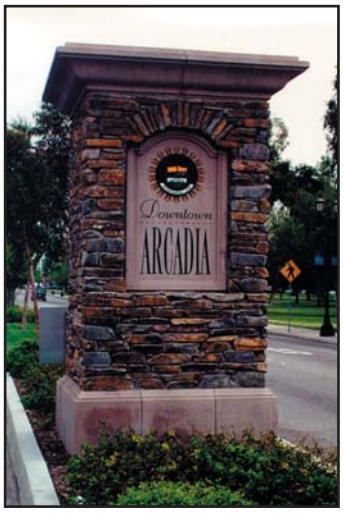
The western entry into Downtown Turlock could be enhanced with a gateway sign feature similar to the examples below.

Gateways

Gateways are intended to identify primary entrances into the Downtown Core. Incorporation of "gateway scenes" at the defined gateway locations (see figure 5) will function as a visual anchor to clearly identify the area as a gateway. "Gateway scenes" shall be composed of specific elements that serve to provide a sense of arrival, reaffirm direction and reinforce the identity and character of Downtown Turlock. Placement and consistency of gateway monuments and signs will help pedestrians and autos know when they are entering and exiting the downtown boundaries. Where possible, landmark buildings/architectural elements shall be used to define gateway locations. Refer also to the "Gateway Corridors" section of the Turlock Beautification Master Plan in Appendix A of this document.



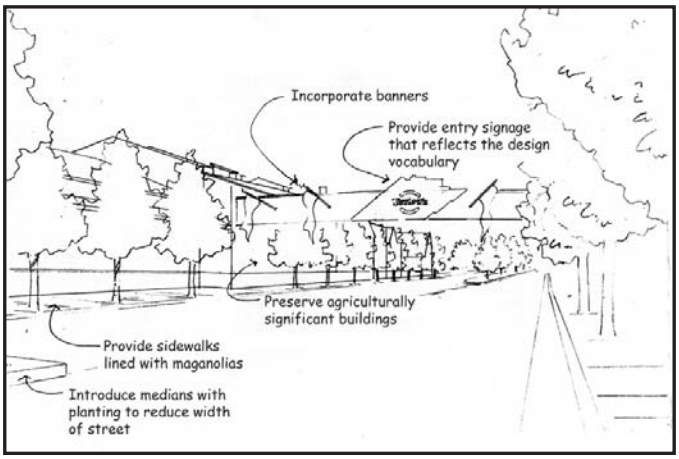
Varying materials and textures help to make a captivating gateway sign



Gateway signs placed in the median benefit drivers going both directions



The overpass connecting these two industrial buildings acts as a natural gateway from the east. The illustration to the right depicts how it could be enhanced with landscaping and signage.



A combination of landscaping and signage would make this an attractive eastern Downtown gateway.

FIGURE 6 - Gateway Locations



Downtown Gateway

City Gateway



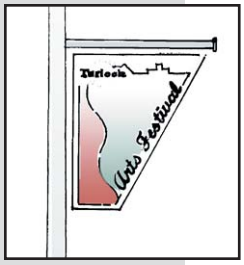
The style of bench shown above should be used in all of the downtown regulation districts in order to create a sense of unity and consistency.



Pavers should be consistent with the existing style.



Street lights can be enhanced with banners that announce community events.



Streetscapes

Streetscape elements incorporated throughout the Downtown's regulation districts will provide an opportunity to reflect consistent character and visually connect and unify the Downtown. Enhancements such as benches, brick pavers, planters, planter urns/pots, transit shelters, banners, and light posts will help give the downtown a cohesive look. Further streetscape information is included in each of the corresponding Downtown District sections of this document.

Benches

The style of bench used in the downtown core shall be used in all of the downtown regulation districts in order to create a sense of unity and consistency.

Street Lighting

Historic light posts reflect Turlock's history and are visually connected with the downtown. Light posts introduced along corridors provide repetition, rhythm, and visually unify corridors. Consolidation of signage into light post will minimize visual clutter. Banners and/or hanging pots may be attached to light posts to visually stimulate pedestrians and drivers. The style of light post currently used in the downtown core shall be used in all areas defined by the downtown regulation districts. However, the dual luminaire style light fixture shall only be used in the Downtown Core and along Golden State Blvd. The remaining areas in the Downtown area shall use a single luminaire style light fixture consistent with the style used in the Core.

Stop Lights

In order to enrich the streetscapes of Turlock, stop lights shall be painted dark green (consistent with the existing street lights) until funding becomes available to replace them with a more historic looking pole.

Pavers

Enhanced paving visually unifies and provides hierarchy along a corridor. Brick pavers recall Turlock's history and reinforces a connection to the Downtown. Pavers currently used in the Downtown Core shall continue to be used in all of the downtown regulation districts to create a sense of unity and consistency. To differentiate the emphasis on the Core Area, use of pavers outside of the Core shall be limited to accent paving (i.e. banding, at intersections, or at crosswalks).

Banners

Banners are temporary signs that can be used to publicize special events or highlight aspects of Turlock's rich heritage. Banners advertise what is special and unique to Turlock and add color and excitement to corridors. Typically located on light posts, banners shall be placed high enough above

the roadway to accommodate truck traffic. Banners shall be consistent with the historic theme, City logo, and compatible graphics.

Trash Cans

Trash cans shall be placed at convenient locations throughout Downtown in order to use. In order to create a sense of unity, trash can style shall be consistent with the style currently used in the Downtown Core.



Preferred trashcan

Bike Racks

Bike racks shall be placed near transit stops and office buildings to encourage bicycling as an alternative to automobile use. The rack style shall remain consistent with the ones used in the downtown core.

Transit Shelters

Transit shelters are highly visible and can become strong unifying elements throughout the five regulation districts. It is important that the transit amenities are aesthetically pleasing and are an asset to the Downtown. Shelters shall incorporate design elements consistent with the historic theme of the Downtown Core.



Preferred planter urn and pot

Planters

Planters provide unity, pedestrian scale, and visually enhance and establish hierarchy along corridors. The design for the planters throughout the downtown regulation districts shall incorporate a similar design vocabulary to provide uniformity, but may incorporate additional materials, and/or art, to reflect the character of the specific corridor.



Proposed transit shelter

Planter Urns & Pots

Planter urns and pots provide a place for special annual color and reinforce a more urban environment. Planter urns and pots shall incorporate the architectural character and scale of the building they are placed adjacent to. Property owners shall be prepared to maintain and water urns and pots as necessary.

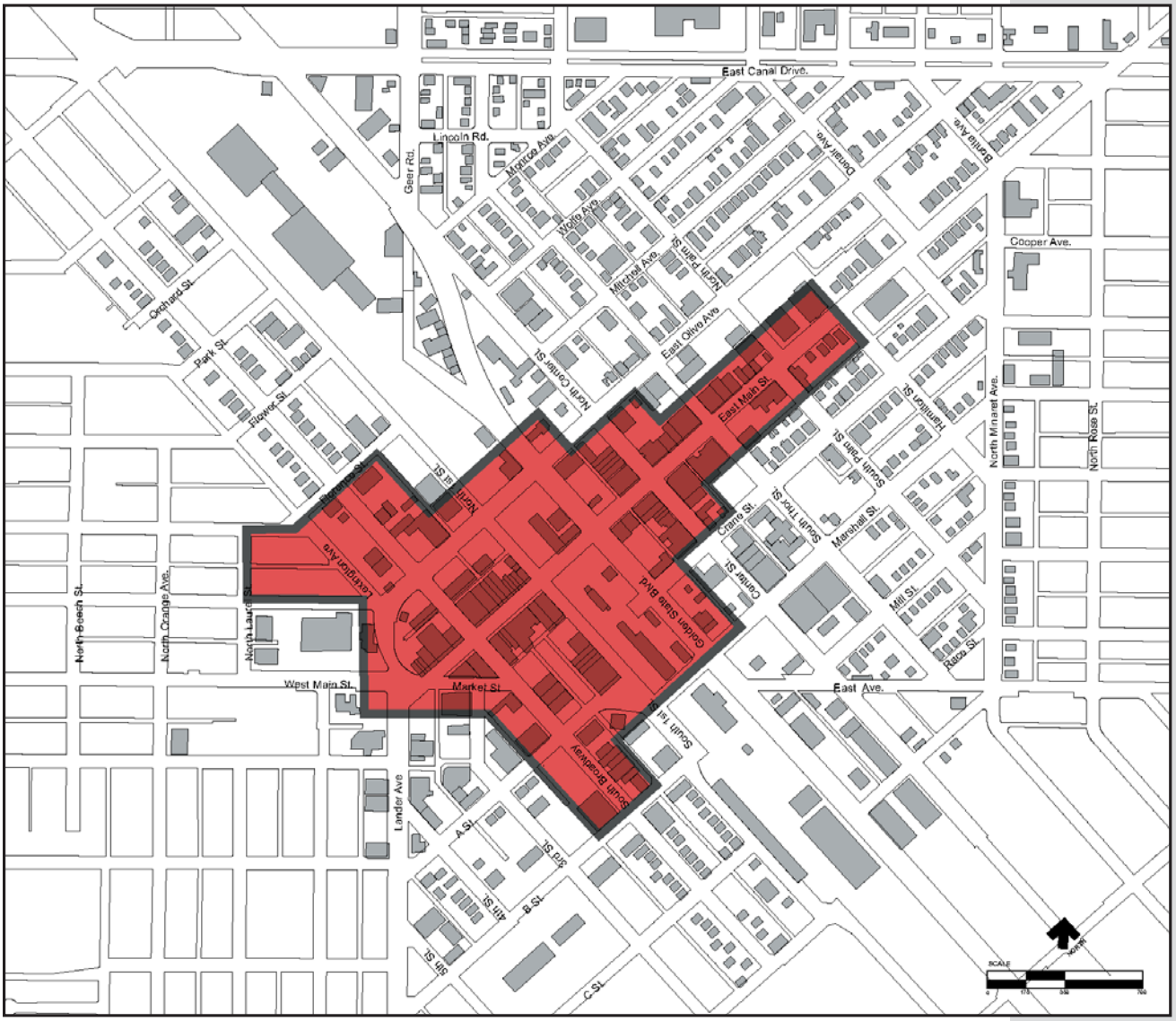
Kiosks & Way Finding Signage

Kiosks and way finding signage help to direct people around the city. Way finding signage complete with maps and 'you are here' icons shall be placed at key intersections to help locals and tourists navigate their way around the downtown. These signs shall draw attention to areas of historic and cultural significance as well as shopping and entertainment destinations.



Preferred way finding signage

3-1 DOWNTOWN CORE



DOWNTOWN CORE

DESIGN GUIDELINES

District 1 - Downtown Core

1. Downtown Core

The Downtown Core is the heart of Turlock. It's a place where shopping, dining, and entertainment is encouraged and is an area where buildings shall be high in density in order to achieve an urban appearance. Buildings shall range from two to four stories in height in order to encourage mixed use commercial, office, and residential structures. The design and look of the Core communicates the historic character of the City through the use of architecture and streetscape design. The following guidelines are intended to preserve and enhance the historical character of the Downtown Core and the quality of public realm (streetscape, public parking, plazas, etc) improvements. Hence, any new structure, addition, remodeling, or other construction requiring a building permit within this district shall adhere to these guidelines where applicable.

The guidelines are grouped into the following categories:

1. Site Design
2. Building Mass and Scale
3. Building Form and Roofline
4. Building Entrances
5. Building Materials and Colors
6. Windows and Doors
7. Awnings and Overhangs
8. Screening of Utilitarian Equipment and Trash Enclosures
9. Loading and Delivery
10. Signage
11. Lighting
12. Outdoor Space
13. Mixed Use Projects
14. Streetscapes
15. Sidewalk Cafes
16. Golden State Blvd.
17. The Railroad Corridor



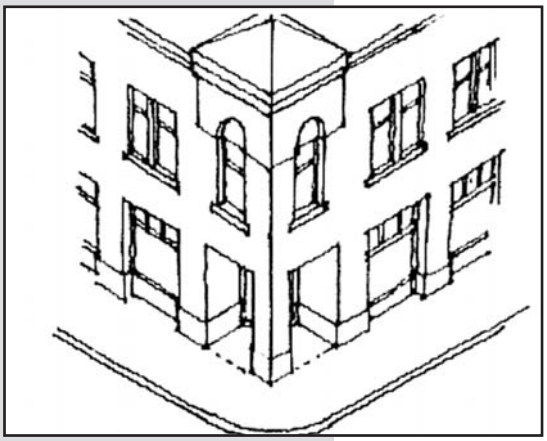
Landscaping and bulbouts make this a pedestrian friendly intersection.



The landscaped median and corner oriented building help make this an attractive entrance to West Main Street.



This building facade is an example of the historic style of architecture found in Downtown Turlock.



FOCAL POINTS SUCH AS TOWERS HELP TO CREATE INTEREST AND GIVE IDENTITY TO THE DOWNTOWN



PUBLIC ART CAN BE PLAYFUL AS WELL AS INTERESTING



ALLEY WAYS AND SIDES OF BUILDINGS SHALL BE INVITING

1. **Site Design**

a Infill buildings and remodels in the Downtown Core shall give careful consideration to adjacent building conditions and their historic architectural features and scale. Buildings shall be sited and designed to reinforce the scale, massing and rhythm of adjoining facades.

b Each project is encouraged to have a unique identity but shall integrate appropriate design elements from adjacent structures such as materials, roof forms, window treatments, and architectural style. Building height shall vary from building to building.

c Special attention shall be given to building orientation and articulation on corner sites. Prominent architectural features such as clock towers, marques and building entries shall be located at and oriented to the corners and intersections.

d All new infill buildings shall be designed so at least 75% of the buildings frontage is retail storefront set at the back of the sidewalk.

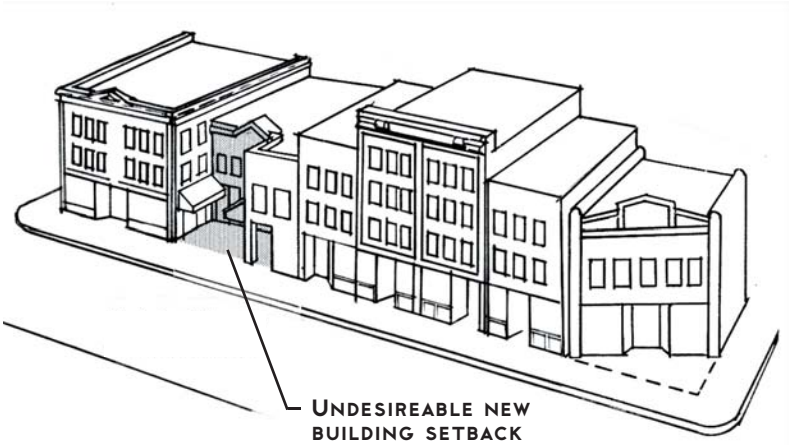
e Focal points such as plazas, landscape elements, fountains, public art, textured pavement, and vertical building features shall be utilized to create interest, identity and a sense of place (see outdoor spaces).

f Public art shall be incorporated into buildings and public spaces.

g Blank walls or loading areas shall not face public streets

h Alley ways shall be considered as valuable public space and made more inviting. Buildings shall incorporate window displays, landscaping, lighting, pavers, and alleys shall be clear of trash containers, and utility equipment whenever possible.

i Spaces in commercial buildings shall be designed so that they can be leased to more than one tenant.



2. Building Mass and Scale

a Each building shall have a recognizable base, body, roof line and entry.

b Massing design may include:
- Variation in the wall plane (project and recess)
- Variation in wall height
- Roof located at different levels

c Vary the planes of the exterior walls in depth and/or direction. Wall planes shall not extend more than 50 feet without a significant variation in wall plane.

d Changes in vertical planes break up a boxlike appearance. Vertical elements such as pilasters help create "bays" to articulate and create rhythm in the building façade.

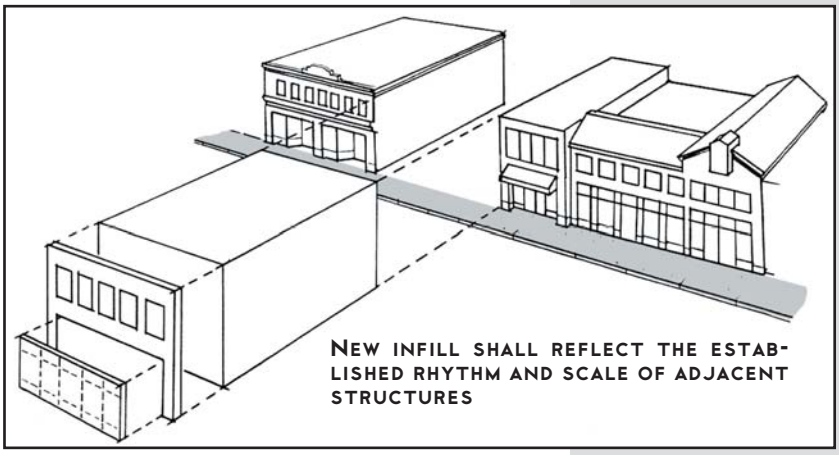
e New buildings shall express their own uniqueness of location, tenant, or structure, designed especially for the particular site and not as a copy of a generic building type which might be used anywhere.



ELEMENTS SUCH AS AWNINGS HELP TO GIVE BUILDINGS A PEDESTRIAN ORIENTED SCALE

f Corporate "chain" style architecture shall be avoided in the Downtown Core as it detracts from the historic feel of Turlock. Corporate tenants will be required to design their buildings to fit the scale and character of the Core.

g Upper floors may be appropriate for varied setbacks to accommodate balconies, seating, and other architectural treatments.



NEW INFILL SHALL REFLECT THE ESTABLISHED RHYTHM AND SCALE OF ADJACENT STRUCTURES

h Structures larger than two stories shall be reduced in scale by creating horizontal emphasis through the use of trim, awnings, eaves, or other ornamentation, and by using a combination of complimentary colors.

i Building scale can be reduced through proper use of window patterns, structural bays, roof overhangs, siding, awnings, moldings, fixtures, landscaping, and other details.

j Architectural details and materials on lower walls that relate to human scale such as trellises or awnings shall be utilized (see awnings and overhangs for more detail).

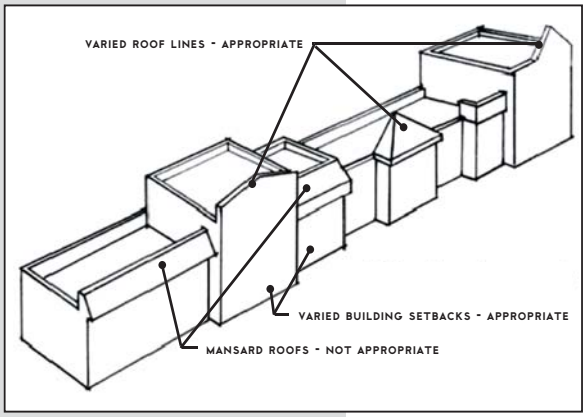
k Articulated storefronts with carefully arranged doors, windows, roof overhangs, rather than blank walls shall face onto pedestrian spaces and streets.



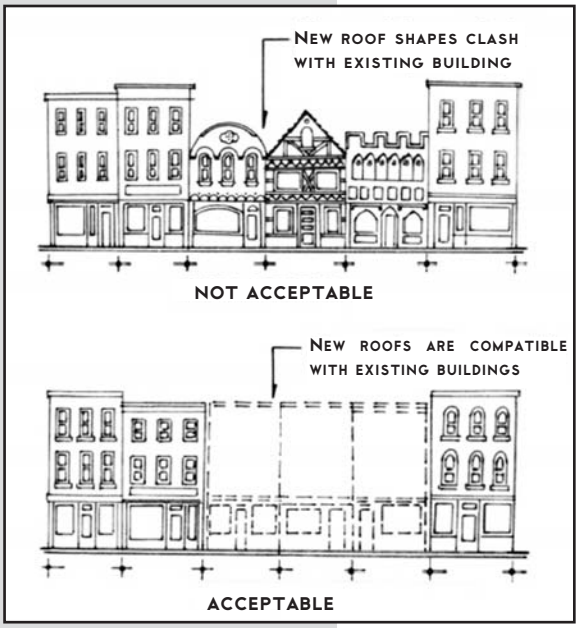
BUILDING PARAPETS AND CORNICES GIVE IDENTITY TO A BUILING AND HELP TO SCREEN ROOFTOP EQUIPMENT.



UNIQUE ROOF TREATMENTS GIVE THE BUILDING CHARACTER



VARIATION OF ROOF LINES, DETAILS AND HEIGHT IS ENCOURAGED.



3. Building Form and Roofline

a Building volumes in downtown Turlock have simple yet strong rooflines. New structures shall use rooflines that reflect the current historic character and may use sloping roof forms as accents.

b Multi-form roofs, gabled and shed roof combinations shall be used to create an interesting and varying roof form that will lessen the mass of the building, and add visual appeal.

c Roof materials and colors shall be consistent with the desired architecture and complementary to adjacent structures.

d Mansard roofs are inappropriate in the Downtown Core and shall be eliminated as buildings redevelop.

e Deep roof overhangs shall be used to create pedestrian arcades, verandas, and have climatic benefits.

f Parapets shall be used, when sufficiently detailed, to screen roof mounted equipment and provide a contrast to gabled or hipped roofs.

g Parapets shall have sufficient articulation of detail such as precast treatments, continuous banding or projecting cornices, lentils, caps, corner details, or variety in pitch.

h Rooftop equipment on flat roofs shall be screened and not visible from ground level. Buildings with flat or low-pitched roofs shall incorporate parapets, pitched facades, or architectural elements designed to screen roof mounted mechanical equipment and to be architecturally compatible with the design of the building façade.

i Parapets shall not appear "tacked on" and shall convey a sense of permanence. If the interior side of the parapet is visible from the pedestrian/motorist area of the building, it shall receive appropriate detail, and proper application of materials shall be utilized.

4. Building Entrances

a The building entryway shall be designed as a significant aspect of the building's overall composition and shall be easily identifiable and accessible.

b Recessed or projecting building entry ways shall be included in the design as they help to break up the building's mass and prevent a "barracks-like" façade.

c At a minimum, store frontages and entrances shall include one or more of the following features: transparent display windows, recessed or accentuated entries, pedestrian oriented signs, and high quality construction materials. Other features that could be included are public art, custom entry tiling, canopies/awnings, outdoor dining areas, and landscaped containers.

d Upper floor entries at the street frontage shall have their own distinct design that complements the main building frontage.



A CHANGE IN THE HORIZONTAL PLANE HELPS TO EMPHASIZE THE ENTRY INTO THIS BUILDING

5. Building Materials and Colors

a Where appropriate, "green materials" such as recycled wood, non-toxic paint, and low-voltage lighting shall be used provided that they fit the historic character and style of Downtown Turlock.

b The selection and placement of building materials shall provide visual interest at the pedestrian level.

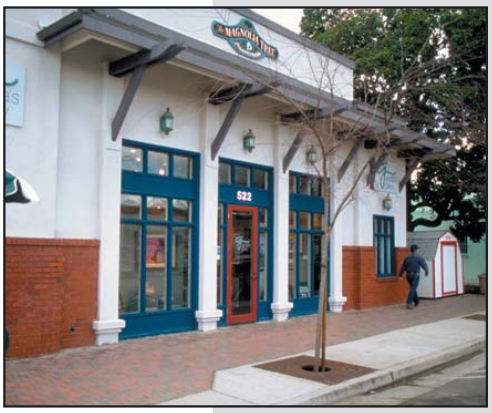
c Use of color, arrangement of façade elements, changes in materials, or other features shall articulate different parts of a building's façade.

d Details such as wall surfaces constructed with patterns, changes in materials, building pop-outs, columns, or recessed areas to create shadow patterns and depth on the wall surfaces shall be used.

e The darkest colors and materials of the buildings color palette shall be used at the base of the building in order to "ground" the building.

f Large areas of intense light color shall be avoided. While more subdued colors usually work best for overall building color, bright or accent colors are typically appropriate for trim, windows, doors, and key architectural elements.

g Buildings shall keep a balanced color palette between base colors and "brighter" or "darker" accent colors on each building.



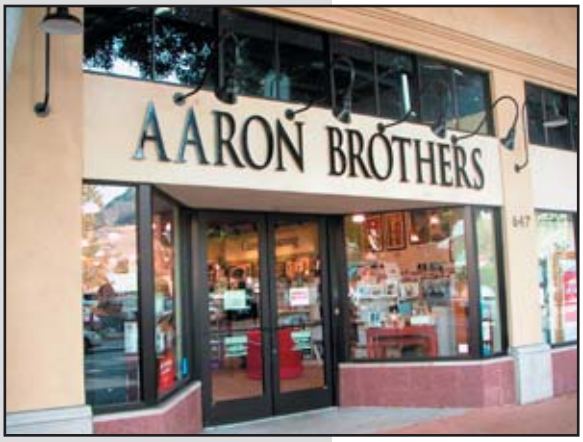
A VARIATION IN COLOR HELPS TO EMPHASIZE THIS BUILDING'S ENTRANCE.



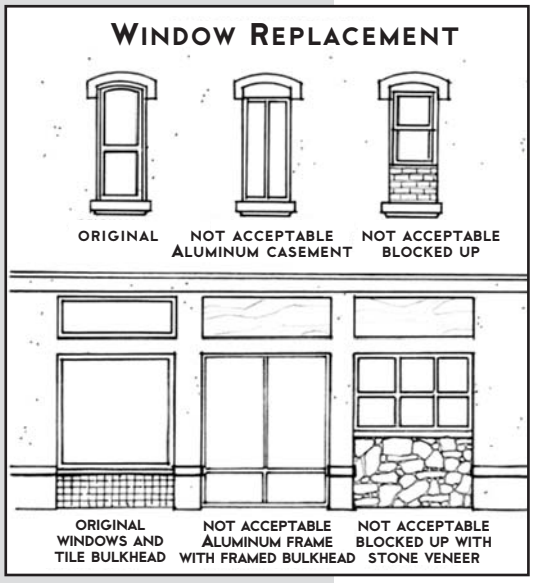
USE OF COLOR, ARRANGEMENT OF FACADE ELEMENTS, AND CHANGES IN MATERIALS HELP TO ARTICULATE THIS BUILDING FACADE



SUBDUED COLORS USUALLY WORK BEST FOR THE OVERALL BUILDING COLOR. ACCENT COLORS SHALL BE USED FOR AWNINGS, DOORS, AND TRIM.



RECESSED ENTRY WAYS AND LARGE WINDOW DISPLAYS SHALL BE USED.



h Flat muted colors shall be used to reduce sun glare on wall planes. Avoid using bright "hospital" whites.

i Door and window trims, awnings, and wall tiles provide opportunity for color that adds interest and texture to storefronts or building bases. Color of trim shall be coordinated with wall colors.

j Colors shall coordinate with natural/unpainted materials used on the facades such as pressure treated wood, tile, brick, and stone.

6. Windows & Doors

a Well-designed storefronts, including windows, doors, wall composition, colors, and materials are very important to create a sense of entry and pedestrian scale and shall be used.

b Window type, material, shape, and proportion shall complement the architectural style of the building entry.

c Windows shall be located to maximize daylighting and views.

d Skylights, roof monitors, or light wells shall be used to add daylight to upper floors.

e At the street level, windows shall have pedestrian scale and detail. The framing provides opportunity for color variation and detail.

f Storefront windows and doors shall be of the same style. The line established by uniform storefront heights helps to establish a sense of scale for pedestrians.

g Recessed openings, windows and doors provide depth and can help break up the apparent mass of a large wall.

h Windows shall be combined with wall planters at their base or use a base material that has color and texture such as ceramic tiles, brick, block, or stone.

i Windows on upper floors shall reinforce the typical rhythm of upper story windows found on historic buildings.

j Operable windows shall be used to provide natural air circulation and allow interchange between indoor and outdoor spaces.

k Retail storefronts with display windows shall be used within the creatively designed façade. Large expanse of glass, glass curtain walls, or glass buildings are not appropriate in the Downtown.

l Windows and doors shall be designed as accent elements with details such as lentils, moldings, and lights.

7. Awnings and Overhangs

a Awnings add color, form, relief, and pedestrian protection from the elements and shall be used where appropriate. They may also create a space for identification signage.

b Open ended awnings shall be used as opposed to boxed awnings.

c When adding an awning to an existing historic building, the awning or overhang shall match the architectural character of the facade. This applies to new buildings as well.

d Awnings shall reflect the shape of the window openings.

e Awnings shall be placed within vertical elements when the façade of a building is divided into distinct structural bays.

f In addition to signage, awnings shall help to clearly demarcate the buildings entries and help orient pedestrians and motorists.

g Permanent shading devices shall be aesthetically pleasing in addition to cooling the building during summer months.

h Awning maintenance shall be in accordance with the awning manufacturer's care instructions. The life of the awning is generally not expected to exceed eight to ten years. Property owners shall not propose installing awnings unless they are prepared to replace and maintain the awnings.

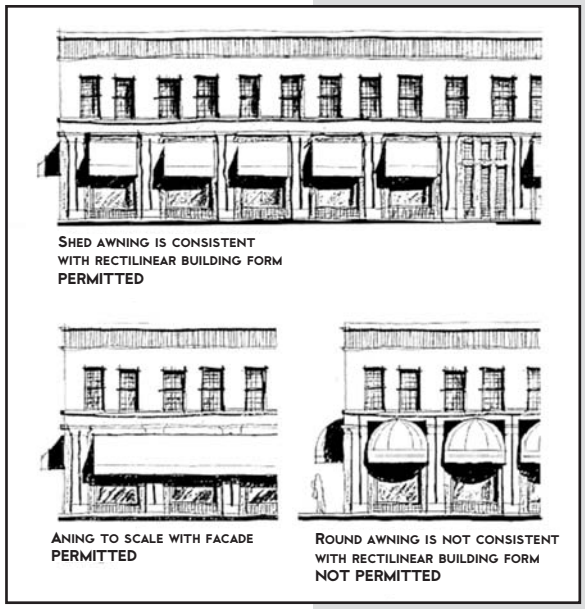
i Awnings shall be regularly maintained and kept free from tears, fading, and stains.

j Awnings shall be made of cloth (not plastic, metal, or vinyl) and shall be high enough so as not to inhibit pedestrians.

k Awnings shall not be wrapped around buildings in continuous bands. Awnings shall only be placed on top of doors, windows, and other openings where arcades are not otherwise utilized.

l Awnings shall not dominate the façade but rather be in scale with the rest of the building.

m Where vertical building elements so not provide the appropriate segmentation of awnings, awning runs shall not exceed 20 feet and segments shall be proportional to the façade dimensions.



SHED AWNING IS CONSISTENT WITH RECTILINEAR BUILDING FORM
PERMITTED

ANING TO SCALE WITH FACADE
PERMITTED

ROUND AWNING IS NOT CONSISTENT WITH RECTILINEAR BUILDING FORM
NOT PERMITTED



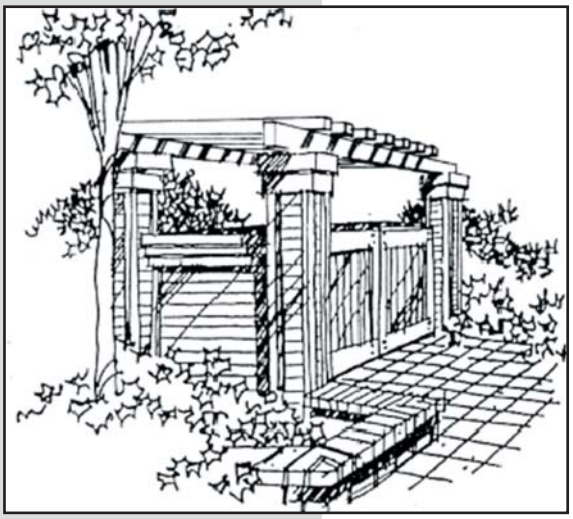
AWNINGS SHALL BE IN SCALE WITH THE REST OF THE BUILDING.



AWNINGS SHALL BE PLACED WITHIN VERTICAL ELEMENTS WHEN THE FACADE OF THE BUILDING IS DIVIDED INTO DISTINCT STRUCTURAL BAYS.



AWNING COLOR SHALL BE INTEGRATED INTO THE OVERALL COLOR SCHEME OF THE BUILDING.



A COMBINATION OF ELEMENTS SUCH AS A TRELLIS AND LANDSCAPING SHALL BE USED TO SCREEN TRASH ENCLOSURES.



TRASH ENCLOSURES SHALL BE CONSISTENT WITH THE STYLE OF THE BUILDING ARCHITECTURE.

n Awnings, if lighted, shall be lit with direct, architecturally interesting and appropriate fixtures such as goosenecks. Internal lighting of translucent awnings is discouraged.

o Overhangs shall incorporate a fabric, metal, or wood trim that coordinates with other architectural features on the building.

p Buildings with existing overhangs/canopies shall incorporate/restore historic detailing of fascia and canopy supports.

q The color of awnings and overhangs shall be integrated into the overall color scheme of the project.

r Awnings and overhangs shall not be placed so that they would split a window in half.

8. Screening of Utilitarian Equipment and Trash Enclosures

a Utility service areas shall be considered early in the building design process to ensure appropriate and complementary placement and design.

b All utility equipment including, but not limited to, electric and gas meters, electrical panels, cable boxes, and junction boxes shall be located in a utility room within the building or in an architecturally appropriate utility enclosure.

c Any outdoor equipment, whether on a roof, side of a structure, or on the ground shall be appropriately screened from view and shall not be placed adjacent to public ways. The method of screening shall be architecturally integrated with the adjacent structure in terms of materials, color, shape and size.

d Where feasible, electrical power lines and other mechanical equipment connections shall be placed underground to maximize safety and minimize visual distraction.

e New electrical, telephone, cable television, mechanical equipment and other distribution lines shall be placed underground.

f All new on-site connections and utilities shall be installed underground

g Roof access shall be designed to be reached from the interior of the building. Where required, exterior roof ladders shall be placed at the rear or non-street side of the building.

h Trash/Recycling enclosures shall be designed to be consistent with the style of the building architecture.

This is best accomplished through the use of the same materials and colors. Trash receptacles located in or near public parking areas shall meet City of Turlock's design standards.

i In addition to incorporating a similar architectural style, landscaping shall be incorporated into the design as an additional screen.

j A separate pedestrian entrance shall be incorporated into the trash enclosure design.

k Every property shall provide a trash enclosure that is capable of handling the refuse generated by that site. Where feasible, shared facilities shall be provided.



UNIQUE SIGNAGE GIVES CHARACTER TO THE STOREFRONT.

9. Loading and Delivery

a Loading areas shall be generally located in the rear of the site where they can be screened from view. Where loading areas cannot be located in the rear of the building, special temporary parking zones shall be defined to allow for quick and easy delivery of goods.

b Service, utility, and loading areas shall be carefully designed, located, and integrated into the site plan. They shall be located and designed for easy access by service vehicles for convenient access by each tenant and located to minimize circulation conflicts with other site uses.



SIGNS THAT INCORPORATE THE LOGO OR ICON OF THE BUSINESS ARE ENCOURAGED.

10. Signage

Signs play an important role in the success of any business by providing identification and necessary advertising. When signs are integrated into the building design, they provide a personal quality that contributes to the ambiance of the Downtown Core and streetscape, especially the more unique signs. Conversely, signs may intrude upon pleasant surroundings when they are applied as an afterthought. These guidelines are intended to balance the legitimate advertising needs of businesses with the need to prevent visual clutter.

a The sign regulations and guidelines are stated in 9-2-500ART. in the City's Zoning Ordinance and shall be adhered to at all times.

b Signs shall coordinate with the building design, materials, color, size, and placement.



BUILDINGS WITH MULTIPLE TENANTS SHALL HAVE A UNIFYING SIGN PROGRAM



THIS SIGN HELPS TO EMPHASIZE THE BUILDING'S ENTRANCE.



SIGNS CAN ADD CHARACTER TO THE EXTERIOR OF THE BUILDING.

c Signs reflecting the type of business through design, shape, or graphic form shall be used.

d The method of sign attachment to the building shall be integrated into the building and the overall sign design chosen.

e Signs shall not cover up windows or important architectural features.

f Sign variety shall be considered among different users.

g Flush mounted signs shall be positioned within architectural features, such as the window/panel above the storefront or flanking the doorways.

h Flush mounted signs shall align with others in the "center" so as to maintain the existing pattern.

i Signs shall be externally illuminated with concealed direct lighting or architecturally treated direct lighting.

j Signs which rotate and flash shall not be used.

k Hanging signs attached to buildings that project perpendicular to the building shall be a minimum of 8' from ground level to the bottom of the sign. Signs that project shall be small and reflect the use of the business by incorporating symbols or logos of the business.

l A single structure with more than five users shall provide a unifying sign theme through a sign program.



WALL SIGNS OF CONSISTENT SIZE AND PLACEMENT ESTABLISH FACADE RHYTHM.

m Lighting of all exterior signs shall be directional to illuminate the sign without producing glare on pedestrians, autos, or into mixed-use residential units.

n Signs at storefronts may include temporary window signs that do not obstruct the pedestrian views into the store. Handcrafted wall-mounted signs or individual letters may also be used. All window signage, whether permanent or temporary, is subject to the limitations set fourth in the zoning code.



Light fixtures shall be designed or selected to be architecturally compatible with the main structure or theme of the building.

11. Lighting

Effective lighting provides safety and direction for vehicles and pedestrians, visibility and security for businesses, while enhancing architectural and landscape details. These guidelines apply to on-site lighting for buildings, parking areas, landscaping and area lighting. Light types could include pole lights, spotlighting, wall-mounted sconces, parking and landscape lighting.

a Light fixtures shall be designed or selected to be architecturally compatible with the main structure or theme of the building.

b The quality of light, level of light as measured in footcandles, and the type of bulb or source shall be carefully addressed. Lighting levels shall not be so intense as to draw attention to the glow or glare of the project site.

c Exposed bulbs shall not be used. Cut-off lighting is preferred.

d In order to conserve energy, there shall be a standard shut-off time for illuminated signs for businesses that do not operate at night.

e Indirect window display lighting is encouraged to create an interesting and friendly atmosphere.



Signs shall be illuminated externally without producing glare on pedestrians, autos, or mixed-use residential units.

f Uplighting of building elements and trees shall use the lowest wattage possible to minimize impacts to the night sky. Additionally, light sources for wall washing and tree lighting shall be hidden.

g Landscape lighting shall be used to accent walkways and entries and/or seating areas and specimen plants/trees.

h Timers and sensors shall be utilized to minimize lighting and energy impacts.

12. Outdoor Spaces

a Recognize the importance of spaces between structures as "outdoor rooms" on the site and along the street. Outdoor spaces shall have clear, recognizable shapes that reflect careful planning and are not "left over" areas between structures. Such spaces shall provide pedestrian amenities such as benches, shade, fountains, public art, etc.

b Areas where the building is set back from the street frontage shall be designed as a plaza or courtyard.

c Plazas and open spaces shall be designed to be welcoming and inviting to people at all hours of the day and night.

d Outdoor spaces shall take into consideration local climatic characteristics such as sunshine, cold, shade, and heat that radiates from the ground. Passive energy benefits shall be considered.



THE ENTIRE MIXED-USE DEVELOPMENT SHALL HAVE A CONSISTENT ARCHITECTURAL STYLE AND USE OF MATERIALS. HOWEVER; IF THE INTENT IS TO DIFFERENTIATE BETWEEN USES, SOME ARCHITECTURAL DETAILS SHALL VARY SLIGHTLY.

13. Mixed-use projects

a Mixed-Use projects combine commercial, office, and/or residential uses into one single development. The uses shall be combined in multiple ways such as each use on one floor or wing of a building, or each use in completely separate buildings throughout the site. Retail is a priority use at the street level (see Zoning Ch. 2).

b Clearly marked, separated driveways and parking areas shall be used for each proposed use.

c When multiple uses are both proposed in the same building, they shall have separate and convenient entrances for each use.

d Commercial uses shall attempt to shield parking lot and security lighting from impacting the surrounding residential areas.

e The entire mixed-use building shall have a consistent architectural style and use of materials. However; if the intent is to differentiate between uses, some architectural details may vary slightly.

f Mixed-use projects which are three stories or less in height shall use full roofs on at least 50% of the entire roof.

g Mixed-use projects which are three stories or greater in height shall set back and stagger the upper stories to a minimum of 10 feet for each additional story above the stores.

14. Downtown Core Streetscapes

a Any new streetscape enhancements shall be consistent with the existing streetscape elements.

b Outdoor dining is encouraged in the Downtown Core provided that pedestrians can pass between the building and dining area.

c Umbrellas used for outdoor dining shall be made of cloth (not metal, plastic, or vinyl) and shall be high enough so as not to inhibit pedestrians. Commercial advertising or other signage on umbrellas is prohibited.

d Umbrellas shall be regularly maintained and kept free from tears, fading, and stains.

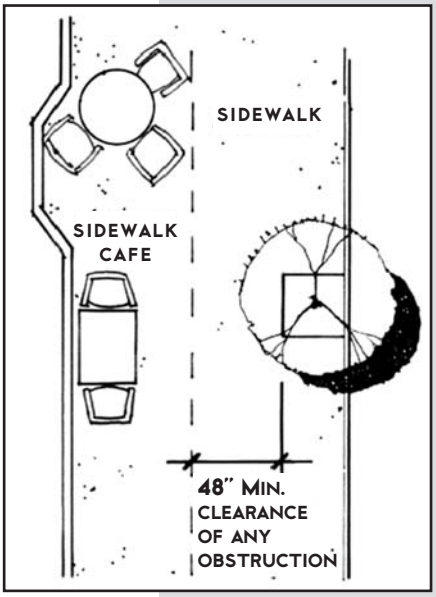
e Light fixtures shall be adorned with banners or flags to announce the entrance into the Downtown Core. Welcome banners or flags announcing public events shall be used.

f Additional street lighting shall be consistent with existing historic light fixtures

g Planter urns and enhanced crosswalks shall be introduced at key intersections such as Marshall Street, East Main Street, and Olive Avenue in order to emphasize the entry into the Downtown Core along Golden State Blvd.

h Walkways/alleys shall be lit to an average 1.5 to 2-foot candle intensity to ensure safe nighttime conditions.

i Traffic signal poles shall be painted a dark green to match the existing street lights until it can be replaced with a matching dark green decorative pole. Gateway intersections shall be the highest priority.





UMBRELLAS GIVE COLOR AND PROVIDE SHADE ON THIS OUTDOOR DINING AREA.

15. Sidewalk Cafes

a Sidewalk café areas shall be screens with semi-permanent decorative screens or walls. Screens can be made of wood, plastic or metal, and shall attach to the sidewalk with recessed anchors – allowing for seasonal removal, leaving no tripping hazard in its absence.

b Screens shall not be more than 42" tall.

c Screens can either be solid or semi-solid. Designs shall be consistent with building façade design and/or restaurant theme.

d Screen layout needs to enclose the entire outdoor café area, leaving required exit width accommodations for occupancy of facility.

e Take-out establishments, where food is purchased inside the building, may have unscreened outdoor dining areas, provided that 48" of clear space is maintained at all times.



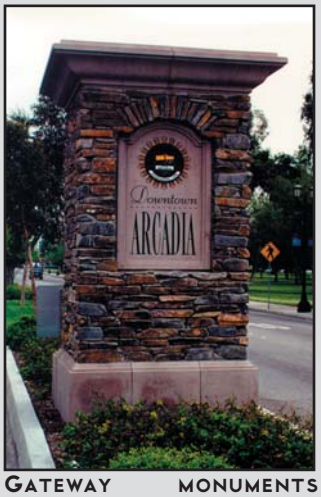
OUDOOR DINING AREAS HELP TO GIVE LIFE TO DOWNTOWN STREETSCAPES.



OUTDOOR DINING AREAS SHALL ALLOW PEDESTRIANS TO PASS WITHOUT OBSTRUCTION.



PARKING SPACES WERE REMOVED TO ALLOW FOR AN OUTDOOR DINING AREA AND PLAZA.



GATEWAY MONUMENTS SHALL BE USED TO ANNOUNCE ENTRY INTO THE DOWNTOWN CORE

f Tables and chairs can be of varying type, but those designed for exterior use are recommended. Tabletop sunshades, pole shades and sunscreens are recommended.

g Layout of outdoor cafes shall allow for minimum 48" clear sidewalk right of way. Street signage, furniture, and landscaping shall not encroach in this 60" clear space.

h Location of café is recommended to be located along building façade, however, the 48" clear space can be designed between the sidewalk café and the building façade.

i Interior table layout of sidewalk cafes shall conform with all applicable building codes in regards to spacing, aisle width, occupancy, ADA and California Title 24 and exiting.

j Accent lighting is highly recommended

k Landscaping such as flower boxes are recommended to be incorporated into the design.

16. Golden State Blvd. Corridor

a The Golden State Blvd. Corridor is considered a gateway to the downtown core, as it is one of the most heavily traveled arterials in Turlock.

b Gateway signage and monuments shall be used along this corridor as described in the Turlock Beautification Master Plan. (See Appendix)

c Planter urns and enhanced crosswalks shall be introduced at key intersections such as Marshall Street, East Main Street, and Olive Avenue in order to emphasize the entry into the Downtown Core.

d Buildings along this corridor shall respect and complement the existing historic, agrarian, thematic, or art-deco building architectural styles.

e Structures shall be oriented towards Golden State Blvd.

f Reuse of existing materials is encouraged where possible and appropriate. When renovating historic or architecturally significant structures, materials and forms reminiscent of the existing buildings shall be used.

g Auxiliary structures such as trash and utility enclosures, and storage areas shall be integrated into the overall design of the building and shall not face or open onto the street

h Service areas shall be screened from view with portions of the buildings, architectural wing walls and/or landscape planting.

i Loading areas shall be designed to accommodate trucks without having to back onto Golden State Blvd.

j Parking lots shall be screened/buffered with a minimum 20' landscape

screen/buffer unless for vehicle sales/rental. Street trees shall be regularly placed (30' on center).

17. Structures Adjacent to the Railroad Corridor

a Buildings not dependent on the railroad loading access for freight or transportation purposes shall be set back a minimum of 20' from the railroad right-of-way in order to address visual and safety issues.

b A minimum 5' landscape buffer shall be provided along the property line adjacent to the railroad right-of-way.

c Trees, shrubs, and groundcover with decorative fencing shall be provided in the landscape buffer.

d An open fence design (black decorative iron or black chain link fencing) shall be provided along the railroad corridor edge where storage areas abut the railroad right-of-way. Dense landscaping and or decorative wall treatment shall be provided to adequately screen storage areas.

e When walls are used to screen the railroad corridor, breaks shall be provided to allow pedestrian circulation and visual access for safety and security purposes.

f Building facades fronting on the railroad corridor shall include architectural details, articulation, varied roofline, painted details, or murals to create an attractive appearance from surrounding areas.



DOWNTOWN CORE TRANSITION

Design Guidelines

District 1A - Downtown Core Transition

1A. Downtown Core Transition

The Downtown Core Transition District is a contrast to the historic urban feel of the Downtown Core with ample setbacks, mature trees lining the streets, and low-intensity residential and office structures. Yet, located along the East Main Corridor, this district is an important link and gateway opportunity for the Downtown Core. The Downtown Core Transition District's "residential scale" is to be preserved while creating a unifying streetscape character that ties this area to the Downtown Core. Consideration of gateway features and strengthened pedestrian orientation are priorities for this district. All new construction, reconstruction, and remodels shall be subject to these guidelines.

The following topics are discussed:

1. Site Design
2. Building Mass and Scale
3. Building Form and Roofline
4. Building Entrances
5. Building Materials and Colors
6. Windows and Doors
7. Awnings and Overhangs
8. Screening of Utilitarian Equipment and Trash Enclosures
9. Parking Lot Screening
10. Loading and Delivery
11. Disabled Accessible Ramps and Railing
12. Fire Apparatus
13. Roof Drainage
14. Mailboxes
15. Signage
16. Lighting
17. Outdoor Spaces
18. Parking and Circulation
19. Mixed-use projects
20. Corporate architecture
21. Streetscapes
22. Sidewalk Cafes

1. Site Design

a Infill buildings and remodels in the Downtown Core Transition District shall give careful consideration to adjacent building conditions and their historic architectural features and scale. Buildings shall be sited and designed to reinforce the scale, massing and rhythm of adjacent facades.

b Each building is encouraged to have a unique identity but shall integrate design elements from adjacent structures such as height, roof forms, window treatments, and architectural style.

c Site plans shall balance the need to provide adequate vehicular access, with the need to eliminate unnecessary driveway entrances and provide access points which are coordinated with other properties. Access for parking shall utilize the alley wherever possible.

d Buildings shall be sited and designed to preserve the sense of "openness" in this district. Ample setbacks ensure appropriate interface between properties.

e Buildings shall be designed to incorporate existing circulation, natural landscaping, sunlight, and shall not obstruct attractive views such as prominent landmarks, vistas, historical buildings, and the natural environment.

f Special attention shall be given to building orientation and articulation on corner sites.

g Focal points shall be developed or redeveloped on larger buildings to create a definite sense of identification.

h Plazas, landscape, fountains, public art, textured pavement, and vertical building features shall be utilized to create interest, identity and a sense of place (see outdoor spaces).

i Public art shall be incorporated into buildings and public spaces.

j Blank walls or loading areas shall not face public streets

k Alley ways shall be considered as valuable public spaces and be utilized for vehicle access and parking. Buildings shall incorporate window displays, landscaping, lighting, pavers, and alleys shall be clear of trash containers, and utility equipment.

2. Building Mass and Scale

a Each building shall have a recognizable base, body, roof line and entry.

b Massing design may include:

- Variation in the wall plane (project and recess)
- Variation in wall height
- Roof located at different levels
- Varying roof forms

c For new buildings and renovations, building articulation with residential scale details on windows, doors, entries, roof forms, etc. shall be reflective of the existing district character.



EACH BUILIDNG SHALL HAVE A RECOGNIZABLE BASE, BODY, ROOF LINE AND ENTRY

d Changes in vertical planes break up a boxlike appearance. Vertical elements such as pilasters help create "bays" to give the appearance of several smaller buildings.

e New development shall express its own uniqueness of location, tenant, or structure, designed especially for the particular building site and not as a copy of a generic building type which might be used anywhere.

f Corporate "chain" style architecture shall be avoided in the Downtown Core Transition area as it detracts from the historic and charming feel of Turlock. Corporate tenants will be required to design their buildings to fit the scale and character of the Core Transition Area.



DETAILS SUCH AS PARAPETS AND AWNINGS ADD FORM AND DETAIL TO BUILDINGS.

g Upper floors may be appropriate for varied setbacks to accommodate balconies, seating areas, and other architectural treatments.

h Building scale can be reduced through proper use of window patterns, structural bays, roof overhangs, siding, awnings, moldings, fixtures, landscaping, and other details.

i Architectural details and materials on lower walls that relate to human scale such as trellises or awnings shall be utilized.

j Articulated storefronts with carefully arranged doors, windows, roof overhangs, rather than blank walls shall face onto pedestrian spaces and streets.

3. Building Form and Roofline

a New buildings shall use rooflines that reflect the current historic character and context which may include the use of sloping roof forms as accents.

b Multi-form roofs, gabled and shed roof combinations are encouraged to create an interesting and varying roof form that



PARAPETS SHALL HAVE SUFFICIENT ARTICULATION OF DETAIL SUCH AS PRECAST TREATMENTS, CONTINUOUS BANDING OR PROJECTING CORNICES, LENTILS, CAPS, CORNER DETAILS, OR VARIETY IN PITCH.



STORE FRONTAGES SHALL INCLUDE AMENITIES SUCH AS TRANSPARENT DISPLAY WINDOWS, MOVEABLE LANDSCAPED CONTAINERS AND POTS AND AWNINGS.

will lessen the mass of the building, and add visual appeal.

c Roof materials and colors are important aspects of the overall building design and they shall be consistent with the desired architecture and shall be complementary to adjacent structures.

d Mansard roofs are inappropriate in the Downtown Core Transition Area and shall be eliminated as buildings redevelop.

e Where buildings are located adjacent to the sidewalk or other pedestrian space, awnings and overhangs shall be used to create comfortable walking areas for pedestrians.

f Parapets shall have sufficient articulation of detail such as precast treatments, continuous banding or projecting cornices, lentils, caps, corner details, or variety in pitch.

g Rooftop equipment on flat roofs shall be screened and not visible from ground level. Buildings with flat or low-pitched roofs shall incorporate parapets, pitched facades, or architectural elements designed to screen roof mounted mechanical equipment and to be architecturally compatible with the design of the building façade.

h Parapets shall not appear "tacked on" and shall convey a sense of permanence. If the interior side of the parapet is visible from the pedestrian/motorist area of the building, it shall receive appropriate detail, and proper application of materials shall be utilized.

4. Building Entrances

a The building entryway shall be designed as a significant aspect of the building's overall composition and shall be easily identifiable and accessible.

b Recessed or projecting building entry ways shall be included in the design as they help to break up the building's mass and prevent a barracks-like façade.

c At a minimum, store frontages and entrances shall include one or more of the following features: transparent display windows, recessed or accentuated entries, pedestrian oriented signs, and high quality construction materials. Other features that could be included are public art, custom entry tiling, canopies/awnings, outdoor dining areas, and movable landscaped containers and pots.

d Upper floor entries at the street frontage shall have their own distinct design that complements the main building frontage and shall not appear tacked on to the exterior of the building.

5. Building Materials and Colors

a Where appropriate, "green materials" such as recycled wood, non-toxic paint, and low voltage lighting shall be used provided that they fit the historic character and style of the Downtown Core Transition District.

b The selection and placement of building materials shall provide visual interest at the pedestrian level.

c Different parts of a building's façade shall be articulated by use of color, arrangement of façade elements, changes in materials, or other features.

d Details such as wall surfaces constructed with patterns, changes in materials, building pop-outs, columns, or recessed areas to create shadow patterns and depth on the wall surfaces shall be used.



DETAILS SUCH AS WALL SURFACES CONSTRUCTED WITH PATTERNS, CHANGES IN MATERIALS, BUILDING POP-OUTS, COLUMNS, OR RECESSED AREA TO CREATE SHADOW PATTERNS AND DEPTH ON THE WALL SURFACES SHALL BE USED

e The darkest colors and materials of the buildings color palette shall be used at the base of the building in order to "ground" the building.

f Large areas of intense light color shall be avoided. While more subdued colors usually work best for overall building color, bright or accent colors are typically appropriate for trim, windows, doors, and key architectural elements.

g Buildings shall keep a balanced color palette between base wall colors and "brighter" or "darker" accent colors on each building.

h Flat muted colors shall be used to reduce sun glare on wall planes. Avoid using bright whites.

i Door and window trims, awnings, and wall tiles provide opportunity for color that adds interest and texture to storefronts or building bases. Color of trim shall be coordinated with wall colors.

j Colors shall coordinate with natural/unpainted materials used on the facades such as rock, pressure treated wood, tile, brick, and stone.

6. Windows & Doors

a Well-designed storefronts, including windows, doors, wall composition, colors, and materials are very important to create a sense of entry and pedestrian scale.

b Windows shall be located to maximize daylighting and views.

c Skylights, roof monitors, or light wells shall be used to add daylight to upper floors.

d At the street level, windows shall be treated with detail on elements such as awnings, awning supports, framing and base colors and materials and glazing (mullions, sand blasting, etc.)



ATTENTION TO DETAIL AT WINDOWS INCLUDES AWNINGS, AWNING SUPPORT, BASE MATERIAL AND COLORS AND LIGHTING; ALL OF WHICH ENHANCE THE PEDESTRIAN SCALE.

to strengthen the pedestrian scale of buildings.

e Recessed openings, windows and doors provide depth and help break up the apparent mass of a large wall. Symmetry and proportionality of openings on a building or series of buildings will reinforce rhythm and scale.

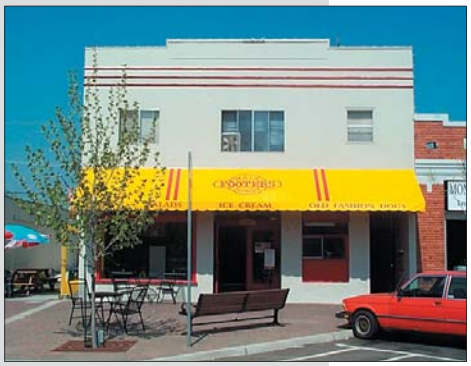
f Windows may be combined with wall planters at their base or use a base material that has color and texture such as ceramic tiles, brick, stone, or raised wood panels.

g Windows on upper floors shall reinforce the typical rhythm of upper story windows found on traditional commercial buildings.

h Operable windows shall be used to provide natural air circulation and allow interchange between indoor and outdoor spaces.

i Window type, material, shape, and proportion shall complement the architectural style of the building entry.

j Windows and doors shall be designed as accent elements with details such as lentils, awnings, moldings, and lights.



AWNINGS SHALL ADD COLOR, FORMS, RELIEF, AND PEDESTRIAN PROTECTION FROM THE ELEMENTS. THEY MAY ALSO BE USED FOR BUSINESS IDENTIFICATION SIGNAGE.



AWNINGS SHALL BE PLACED WITHIN VERTICAL ELEMENTS WHEN THE FACADE OF THE BUILDING IS DIVIDED INTO DISTINCT STRUCTURAL BAYS.

7. Awnings and Overhangs

a Awnings shall add color, forms, relief, and pedestrian protection from the elements. They may also be used for business identification signage.

b When adding an awning to an existing historic building, the awning or overhang shall match the architectural character of the facade. This applies to new developments as well.

c Awnings shall help to clearly demarcate the buildings entries and help orient pedestrians and motorists.

d Awning maintenance shall be in accordance with the awning manufacturer's care instructions. The life of the awning is generally not expected to exceed eight to ten years. Property owners shall not propose installing awnings unless they are prepared to replace and maintain the awnings.

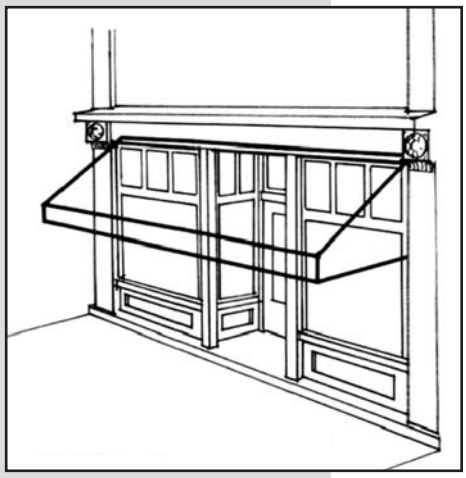
e Awnings shall be regularly maintained and kept free from tears, fading, and stains.

f Awnings shall be made of cloth (not plastic, metal, or vinyl) and shall be high enough so as not to inhibit pedestrians.

g Awnings shall not be wrapped around buildings in continuous bands. Awnings shall only be placed on top of doors, windows, and other openings where arcades are not otherwise utilized.

h Awnings shall not dominate the façade but rather be in scale with the rest of the building.

i Walls that could potentially have long awnings expanding the entire length shall have awnings that



AWNINGS ADD PEDESTRIAN COMFORT.

are broken into smaller segments.

j Awnings, if lighted, shall be lit with direct, architecturally interesting and appropriate fixtures such as goosenecks.

k Awnings shall be placed within vertical elements when the façade of a building is divided into distinct structural bays.

l Overhangs shall incorporate a fabric, metal, or other detail that coordinates with other architectural features on the building.

m Buildings with existing overhangs shall be remodeled to include strong attention to detail on such things as the fascia and overhand support brackets.

n The color of awnings and overhangs shall be integrated into the overall color scheme of the project.

o Awnings and overhangs shall not be placed so that they would vertically split a window in half.

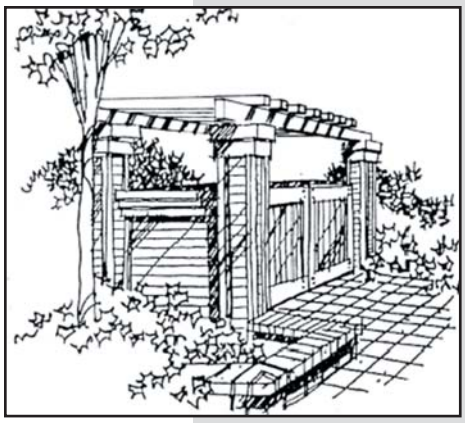
8. Screening of Utilitarian Equipment and Trash Enclosures

a Utility service areas shall be considered in the early building design process to ensure appropriate and complementary placement and design.

b All utility equipment including, but not limited to, electric and gas meters, electrical panels, cable boxes, and junction boxes shall be located in a utility room within the building or in an architecturally appropriate utility enclosure.

c Utility lines from the service drop to the site shall be underground.

d Where screening is required, a combination of elements shall be used including solid masonry walls, berms and landscaping.



TRASH ENCLOSURES SHALL BE SCREENED WITH A COMBINATION OF ELEMENTS SUCH AS DECORATIVE ENCLOSURES AND LANDSCAPING.

e Any outdoor equipment, whether on a roof, side of a structure, or on the ground shall be appropriately screened from view and shall not be placed adjacent to public ways. The method of screening shall be architecturally integrated with the adjacent structure in terms of materials, color, shape and size.

f Where feasible, electrical power lines and other mechanical equipment shall be placed underground to maximize safety and minimize visual distraction.

g New electrical, telephone, cable television, mechanical equipment and other distribution lines shall be placed underground.

h All new on-site connections and utilities shall be installed underground

i Trash/Recycling enclosures shall be designed to be consistent with the style of building architecture. This is best accomplished through the use of the same materials and colors. Trash receptacles located in or near public parking areas shall meet City design standards.



TRASH ENCLOSURES SHALL BE DESIGNED WITH MATERIALS AND COLORS THAT ARE CONSISTENT WITH THE ADJACENT STRUCTURE.

j In addition to incorporating a similar architectural style, landscaping shall be incorporated into the design where feasible as an additional screen.

k A separate pedestrian entrance shall be incorporated into the trash enclosure design so large, awkward access gates do not have to be opened as often.

l Every property shall provide a trash enclosure that is capable of handling the refuse generated by that site. Where feasible, shared facilities shall be provided.

9. Parking Lot Screening

a Screening at the periphery of all parking lots visible from the street shall be provided.

b A 36" to 42" high berm, headlight hedge, or masonry wall shall be provided to screen any parking at the street periphery. A combination of walls, berms, and landscape material is highly recommended.

c Walls shall be finished and designed to complement surrounding buildings.

d When walls are used to screen parking, breaks shall be provided to allow pedestrian circulation, and the walls shall be low enough for safety and security purposes.

10. Loading and Delivery

a Loading areas shall be generally located in the rear of the site where they can be screened from view.

b Where loading areas cannot be located in the rear of the building, special temporary parking zones shall be defined to allow for quick and easy delivery of goods.

c Service, utility, and loading areas shall be carefully designed, located, and integrated into the site plan. They shall be located and designed for easy access by service vehicles for convenient access by each tenant and located to minimize circulation conflicts with other site uses.

11. Disabled-Accessible Ramps and Railing

a Guardrails shall complement the architectural style of the building.

b Ramps shall be integrated into the site design creating functional or unique spaces.

12. Fire Apparatus

a Consideration shall be given to the design of new and

remodeled structures to incorporate easy access to fire apparatuses which shall be installed per the City and County Requirements.

b Access for fire apparatus shall be part of the planning process so as not to disrupt the visual integrity of a project.

13. Roof Drainage

a Roof scuppers (a device placed in an opening in the wall or parapet which allows water to drain from a roof, and prevents clogging of the drain) shall not be used in areas that are visible to the street or public spaces unless they are integrated into the overall building design and water run-off is managed properly.

14. Mailboxes

a When required, common box mailbox enclosures shall be designed similar in form, materials, and color to the surrounding buildings.

b Mailboxes shall be located in alcoves away from the streetscape or inside the building.

15. Signage

Signs play an important role in the success of any business by providing identification and necessary advertising. When signs are integrated into the building design, they provide a personal quality that contributes to the ambiance of the Downtown Core and streetscape, especially the more unique signs. Conversely, signs may intrude upon pleasant surroundings when they are applied as an afterthought. These guidelines are intended to balance the legitimate advertising needs of businesses with the need to prevent visual clutter.



SIGNS WITH UNIQUE STYLE AND FONTS ARE ENCOURAGED AMONG DIFFERENT USERS.

a The sign regulations and guidelines are stated in 9-2-500ART. in the City's Zoning Ordinance and shall be adhered to at all times. Adherence to this document, Chapters 2 and 3, is also required.

b Signs shall coordinate with the building design, materials, color, size, and placement.

c Signs reflecting the type of business through design, shape, or graphic form shall be used.

d The method of sign attachment to the building shall be integrated into the overall sign and buildings design.

e Signs shall not cover up windows or important architectural features and shall be integrated into the building facade.

f Sign variety is encouraged among different users.

g Flush mounted signs shall be positioned within architectural features, such as the window/panel above the storefront or flanking the doorways.

h Flush mounted "auto oriented" signs shall align with others on the building so as to maintain the existing pattern.



PEDESTRIAN ORIENTED SIGNS ADD CHARACTER TO THE STREET.

i Signs shall be externally illuminated with concealed or architecturally treated indirect lighting.

j Hanging signs or shingle signs ("pedestrian oriented") attached to buildings that project perpendicular to the building shall be a minimum of 8' from ground level to the bottom of the sign. Signs that project shall be small and ornate and reflect the use of the business by incorporating symbols or logos of the business.

k A single building with more than one user shall provide a unifying sign theme through a master signage plan (see City Zoning 9-2-504 (b)(1)).

l Lighting of all exterior signs shall be directional to illuminate the sign without producing glare on pedestrians, autos, or into mixed-use residential units.

m Signs at storefronts may include temporary window signs that do not obstruct the pedestrian views into the store. Handcrafted wall-mounted signs or individual letters may also be used. All window signage, whether permanent or temporary, is subject to the limitations set fourth in the zoning code (9-2-500ART).

n Detached signage shall be limited to one per site and shall be monument style not to exceed six feet in height.



GOOSE-NECK STYLE LIGHTING IS AN ATTRACTIVE WAY TO LIGHT SIGNAGE.

16. Lighting

Effective lighting provides safety and direction for vehicles and pedestrians, visibility and security for businesses, while enhancing a building's architectural and landscape details. These guidelines apply to private on-site lighting in parking areas and lights associated with the building. Light types could include pole lights, spotlighting, wall-mounted sconces, parking and landscape lighting.

a Light fixtures shall be designed or selected to be architecturally compatible with the main structure or theme of the building.

b Additional street lighting shall be consistent with existing light fixtures

c The quality of light, level of light as measured in footcandles, and the type of bulb or source shall be carefully addressed. Lighting levels shall not be so intense as to draw attention to the glow or glare of the project site.

d Exposed bulbs shall not be used. Cut-off lighting is preferred.

e Indirect window display lighting is encouraged to create an interesting and friendly atmosphere.

f Uplighting of building elements and trees shall use the lowest wattage possible to minimize impacts to the night sky. Additionally, light sources for wall washing and tree lighting shall be hidden.



LIGHTING OF PEDESTRIAN AREAS PROVIDES A SAFE ENVIRONMENT. FIXTURES SHALL BE CONSISTENT WITH ARCHITECTURAL CHARACTER.

g Landscape lighting shall be used to accent walkways and entries and/or seating areas and specimen plants/trees.

h In order to conserve energy, timers and sensors shall be incorporated to avoid unnecessary lighting.

i Walkways/alleys shall be lit to an average 1.5 to 2-foot candle intensity to ensure safe nighttime conditions.

j Traffic signal poles shall be painted a dark green to match the existing street lights until it can be replaced with a matching dark green decorative pole.

17. Outdoor Spaces

a Recognize the importance of spaces between structures as "outdoor rooms" on the site. Outdoor spaces shall have clear, recognizable shapes that reflect careful planning and are not "left over" areas between structures. Such spaces shall provide pedestrian amenities such as benches, shade, fountains, public art, etc.

b Areas where the building is set back from the street frontage shall be designed as a plaza or courtyard.

c Plazas and open spaces shall be designed to be welcoming and inviting to people at all hours of the day and night.

d Outdoor spaces shall take into consideration local climatic characteristics such as sunshine, cold, shade, and heat that radiates from the ground to ensure comfort for pedestrians.

18. Parking and Circulation

This section is intended to ensure that parking lot designs are attractive and functional, while at the same time meet parking regulations.

a Site plans shall balance the need to provide adequate vehicular access, with the need to eliminate unnecessary driveway entrances and provide reciprocal access points which are coordinated with other properties.

b The site area adjacent to the street shall not be dominated with parking. Parking shall be concentrated in areas behind buildings and away from the street when possible.



WHERE PARKING ABUTS STREET EDGE, A LANDSCAPE BUFFER SHALL BE PROVIDED.

c Parking access points, whether located on front, side, or rear streets, shall be located as far as possible from street intersections so that adequate stacking room is provided.

d Parking lots on corner sites shall not be placed adjacent to the street edge.

e Structures and on-site circulation systems shall be located to minimize pedestrian/vehicle conflicts where possible.

f Where parking abuts street edge, a minimum 5' wide landscape buffer shall be provided with shrubbery that will screen parking to 36" in

height and street trees planted at regular intervals (30' o.c.)

g Parking lots shall provide areas for bicycle and motorcycle parking.

h Reciprocal access shall be provided so that vehicles are not required to enter the street in order to move from one area to another on the same site.

19. Mixed-Use Projects

a Mixed-use projects combine commercial, office, and/or residential uses into one single development. The uses shall be combined in multiple ways such as each use on one floor or wing of a building, or each use in completely separate buildings throughout the site.

b Combination of uses shall include:
- Retail on ground floor with office/residential above;
- Retail on street side frontage; office/residential in rear; or,
- Office on ground floor or street side and residential above or behind.

c When multiple uses are both proposed in the same building, they shall have separate and convenient entrances for each use.

d Security gates and fencing shall be used for the residential access into a mixed-use building.

e Commercial uses shall attempt to shield parking lot and security lighting from impacting the surrounding residential areas.

f The entire mixed-use building shall have a consistent architectural style and use of materials. However; when the intent is to differentiate between uses, architectural details (i.e. materials, color, etc.) may vary.

g Mixed-use projects which are three stories or less in height shall use full roofs on at least 50% of the entire roof.

h Mixed-use projects which are three stories or greater in height shall set back and stagger the upper stories to a minimum of 10 feet for each story above the second floor.

i Mixed-use projects shall only use a minimal amount of commercial signage at ground level for pedestrian



MIXED USE BUILDINGS BRING A NEW VITALITY TO DOWNTOWN WITH GROUND FLOOR RETAIL/OFFICE AND RESIDENTIAL ABOVE.

orientation and only place signs where they are most appropriate.

20. Corporate Architecture

a The use of corporate "chain" architecture detracts from the unique character of the community and is strongly discouraged. Corporate tenants shall design their buildings to fit the scale and character of the community that it is proposed within. Corporate signage shall not dominate the building facade.



CORPORATE ARCHITECTURE SHALL INCORPORATE MATERIALS THAT COMPLEMENT ADJACENT STRUCTURES.

b Buildings shall be oriented onto the street and include pedestrian friendly features such as awnings, display windows, and landscaping.

c Parking areas shall be located at the rear of the building. Only 25% of the total parking spaces shall be located on the side of the building.

d Drive-thru/up building configurations shall not be located in the Downtown Core Transitional District.

e Roof forms help to establish the architectural style of the building. Corporate roof forms shall respect the historic character of Turlock by using well articulated parapets

f The building color and materials shall complement adjacent structures.

g Attached signage is encouraged. Detached or freestanding signs shall be considered if contained within a low profile structure, consistent with building design and shall be externally lighted (see Zoning Ordinance 9-2-500).

h Columns supporting a structure shall be of sufficient thickness to emphasize a sense of strength, balance, and traditional masonry proportions. The columns shall also include a cap and a base. The base shall be the darkest exterior material and shall be furred out three to four inches to enhance and anchor the structure.

i Service bays shall not be designed to face on to the street.

21. Streetscapes

a Lighting fixtures shall be consistent with the style currently used in the Downtown Core.

b Lighting fixtures shall have only one fixture instead of two in order to distinguish the Downtown Core Transition district from the Downtown Core.

c Light fixtures shall be adorned with banners or flags to announce the entrance into the Downtown Core. Welcome banners or flags announcing public events shall be used.

d Pavers shall be consistent with the ones used in the Downtown Core and shall only be used on sidewalk corners, as accent trim, and/or crosswalks.

e Sidewalks shall be five feet (5') wide in order to accommodate pedestrians and separated from the street edge by a planting strip.

f A minimum four foot (4') planting strip shall be installed with the development of new buildings if it is consistent with the existing environment.

g Street furnishings (benches, bike racks, trash cans, and planting containers) shall remain consistent with the existing furnishings in the Downtown Core.

h Tree species and grates shall remain consistent with those used in the Downtown Core.

i Street signs shall be consistent with those used in the Downtown Core

22. Sidewalk Cafes

a Sidewalk café areas shall be screens with semi-permanent decorative screens or walls. Screens can be made of wood, plastic or metal, and shall attach to the sidewalk with recessed anchors – allowing for seasonal removal, leaving no tripping hazard in its absence.

b Screens shall not be more than 42" tall.

c Screens can either be solid or semi-solid. Designs shall be consistent with building façade design and/or restaurant theme.

d Screen layout needs to enclose the entire outdoor café area, leaving required exit width accommodations for occupancy of facility.

e Take-out establishments, where food is purchased inside the building, may have unscreened outdoor dining areas, provided that 48" of clear space is maintained at all times.

f Tables and chairs can be of varying type, but those designed for exterior use are recommended. Tabletop sunshades, pole shades and sunscreens are recommended.

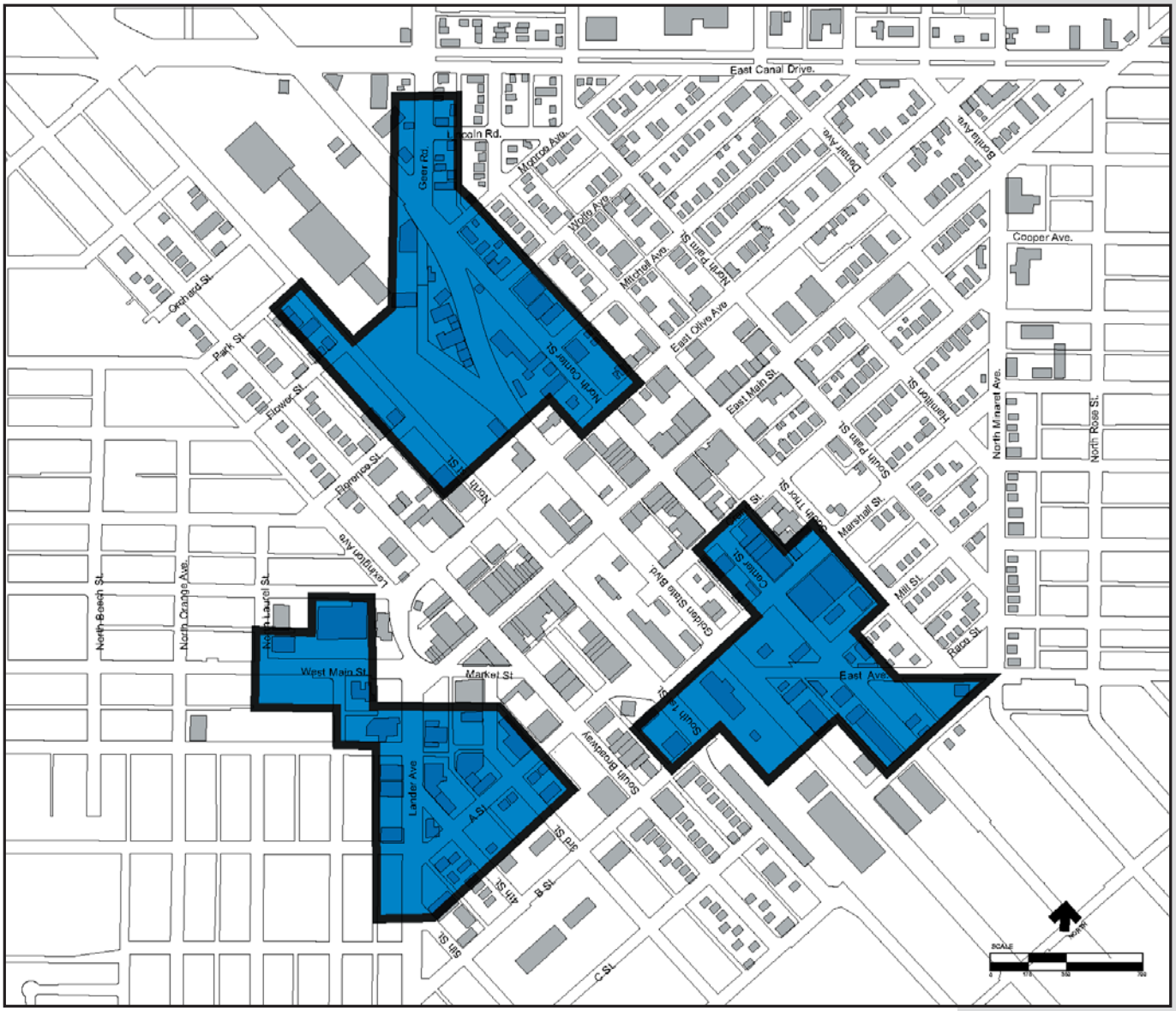
g Layout of outdoor cafes shall allow for minimum 48" clear sidewalk right of way. Street signage, furniture, and landscaping shall not encroach in this 60" clear space.

h Location of café is recommended to be located along building façade, however, the 48" clear space can be designed between the sidewalk café and the building façade.

i Interior table layout of sidewalk cafes shall conform with all applicable building codes in regards to spacing, aisle width, occupancy, ADA and California Title 24 and exiting.

j Accent lighting is highly recommended

k Landscaping such as flower boxes are recommended to be incorporated into the design.


East Canal Drive.
Geer Rd.
Hgwy 99
Hgwy 99
Hgwy 99

2 - Transitional Commercial

The Transitional Commercial areas lay north, south, and west of the Downtown Core. These areas contain office and commercial buildings that cater to the auto-oriented consumer. These areas also serve as the main gateways into the downtown core and therefore shall be designed to give one a good first impression of the downtown area. This can be accomplished by incorporating gateway signage and landscaping, providing a unified streetscape design, regulating signage, and screening parking.

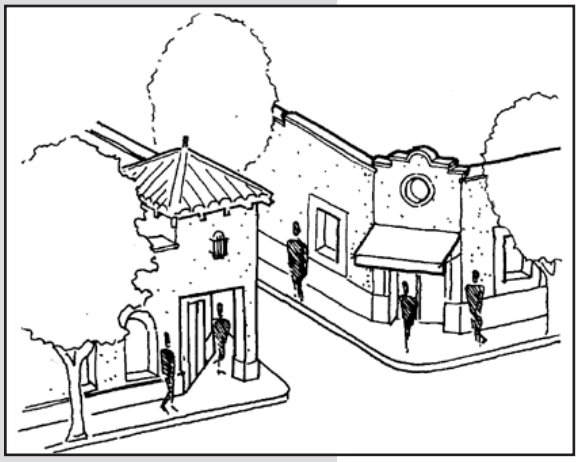
It is recognized that the Transitional Commercial area includes a blend of architectural building styles from historic buildings to small shopping centers and low-intensity commercial space. The intent for this district is to allow the continuation of the eclectic styles of buildings while enhancing the overall aesthetic character of the area and improving the pedestrian environment throughout the area. The following guidelines are set fourth to provide a framework of design solutions with the intent to preserve and enhance the charming character of the Downtown Core and to enhance the aesthetic appearance of the streetscape and commercial buildings and centers in this district. Additionally, any addition, remodeling, relocation or construction requiring a building permit within this district shall adhere to these guidelines where applicable.

The guidelines are grouped into the following categories:

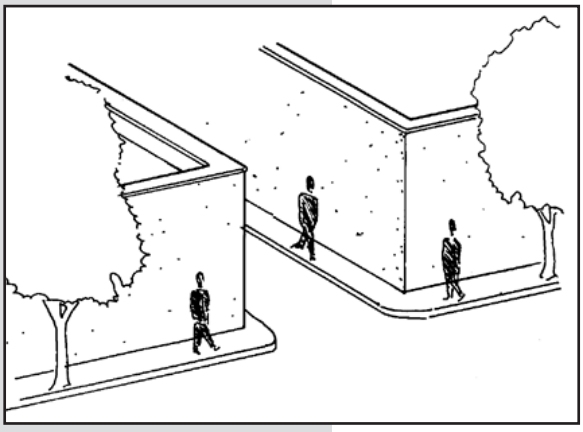
1. Site Design
2. Sides and Backs of Buildings
3. Building Mass and Scale
4. Building Form and Roofline
5. Building Entrances
6. Building Materials and Colors
7. Windows and Doors
8. Awnings and Overhangs
9. Screening of Utilitarian Equipment and Trash Enclosures
10. Loading and Delivery
11. Disabled Accessible Ramps and Railing
12. Roof Drainage
13. Mailboxes
14. Signage
15. Lighting
16. Parking and Circulation
17. Parking Lot Screening
18. Parking Lot Area Planting
19. Outdoor Spaces
20. Sidewalk Cafes
21. Streetscapes
22. Corporate Architecture
23. Golden State Blvd. Corridor
24. The Railroad Corridor



SPECIAL ATTENTION SHALL BE GIVEN TO BUILDING ORIENTATION AND ARTICULATION ON CORNER SITES.



RECOMMENDED CORNER BUILDING TREATMENT.



NOT RECOMMENDED CORNER BUILDING TREATMENT.

1. Site Design

a Infill buildings and remodels in the Transitional Commercial district shall give careful consideration to adjacent building conditions and their historic architectural features and scale. Buildings shall be sited and designed to reinforce the scale, massing and rhythm of adjacent facades.

b Each building is encouraged to have a unique identity but shall integrate design elements from adjacent structures such as height, roof forms, window treatments, and architectural style.

c Site plans shall balance the need to provide adequate vehicular access, with the need to eliminate unnecessary driveway entrances and provide access points which are coordinated with other properties.

d Buildings shall be sited and designed so that there are no barriers or other elements emphasizing property boundaries. Care shall be taken when addressing the interface between two or more properties. Property lines shall not be treated as walls and or barriers.

e Special attention shall be given to building orientation and articulation on corner sites especially at gateway intersections (see Gateways section in the introduction). Prominent architectural features such as clock towers, marquees, and building entries shall be located at and oriented to the property's corners and intersections.

f All new infill buildings except shopping centers shall be designed so at least 75% of the buildings frontage is commercial storefront.

g Blank walls or loading areas shall not face public streets

h Focal points such as towers, marquees and porticos shall be included on large buildings to create a definite sense of identification. Plazas, landscape, fountains, public art, textured pavement, and vertical building features shall be combined to create focal points and identity.

i Public art shall be incorporated into buildings and public spaces.

j Spaces in commercial buildings shall be designed so that they can be leased to more than one tenant.

k Commercial buildings shall be designed to have 360 degree architecture. In other words, all four building elevations shall be architecturally articulated.

2. Sides and Backs of Buildings

a Murals, trellises, or vines and espaliers shall be placed on large expanses of walls at the rear or sides of buildings to soften the wall plane and create interest.

b Architecturally compatible wall mounted lighting shall be provided between buildings to ensure security.

c Restaurants and cafes shall use sides of buildings for outdoor seating.



SIDES OF BUILDINGS AND ALLEYWAYS SHALL BE INVITING AND PEDESTRIAN FRIENDLY.

3. Building Mass and Scale

a Each building shall have a recognizable base, body, roof line and entry.

b Massing design may include:
- Variation in the wall plane (project and recess)
- Variation in wall height
- Roof located at different levels

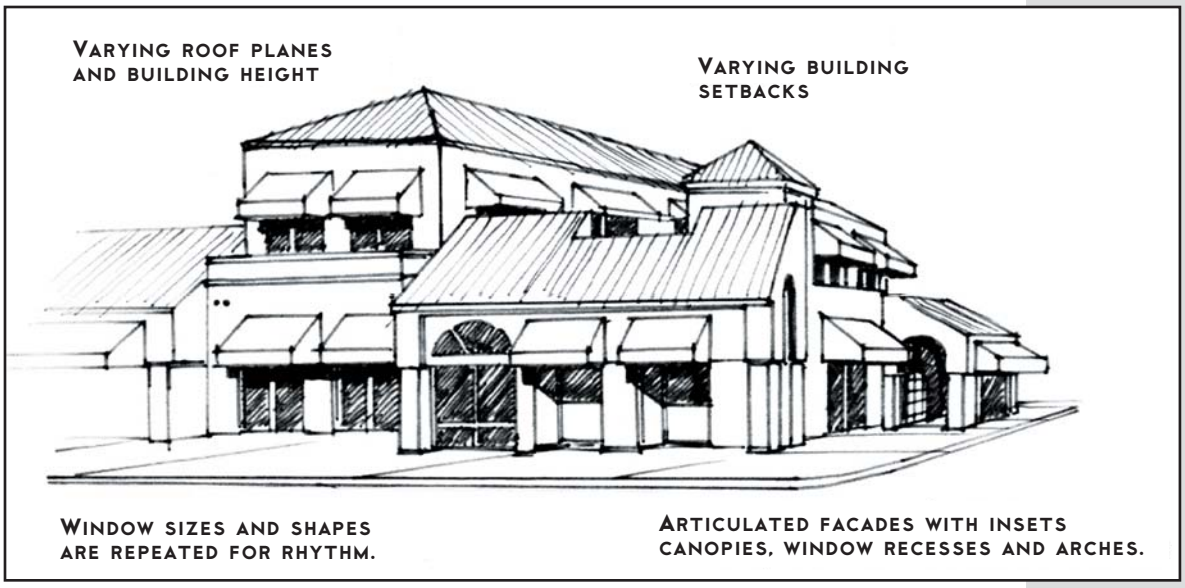
c Vary the planes of the exterior walls in depth and/or direction. Wall planes shall not extend more than 30 feet horizontally without a significant variation in wall plane.

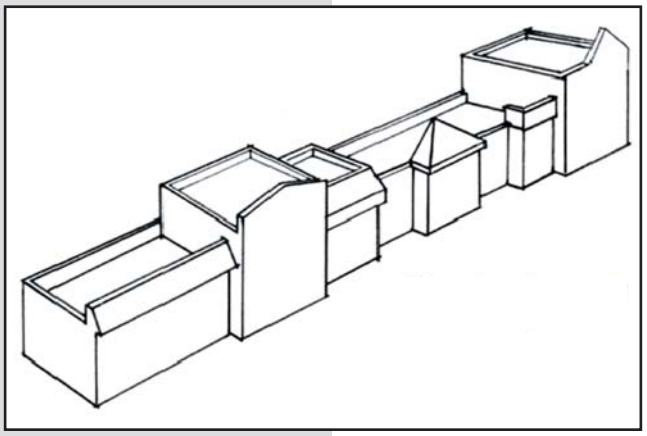
d Changes in vertical planes break up a boxlike appearance. Vertical elements such as pilasters help create "bays" to give the appearance of several smaller buildings.

e New buildings shall express their own uniqueness of location, tenant, or structure, designed especially for the particular building site and not as a copy of a generic building type which might be used anywhere.



THE SCALE OF THIS LARGE BUILDING HAS BEEN REDUCED BY PROJECTING SMALLER WALL PLANES.





ARTICULATION OF ROOF LINES AND STYLES REDUCE THE MASS OF LARGE, LINEAR RETAIL BUILDINGS.



ROOF LINES SHALL REFLECT AGRARIAN STYLE ARCHITECTURE.



DESIGN ELEMENTS SUCH AS PARAPETS AND CORNER TOWERS SHALL BE USED TO ESTABLISH BUILDING IDENTITY AND CREATE A SENSE OF PLACE.

f Corporate "chain" style architecture shall fit the scale and character of Turlock (see Corporate Architecture section).

g Building scale shall be reduced through proper use of window patterns, structural bays, roof overhangs, siding, awnings, moldings, fixtures, landscaping, and other details.

h Architectural details and materials on lower walls that relate to human scale such as trellises or awnings shall be utilized.

i Articulated storefronts with carefully arranged doors, windows, roof overhangs, rather than blank walls shall face onto pedestrian spaces and streets.

4. Building Form and Roofline

a New buildings shall use rooflines that reflect the current historic character and may use sloping roof forms as accents.

b Multi-form roofs, gabled and shed roof combinations are encouraged to create an interesting and varying roof form that will lessen the mass of the building, and add visual appeal.

c Roof materials and colors are important aspects of the overall building design. They shall be consistent with the desired architecture and complementary to adjacent structures.

d Mansard roofs are inappropriate in the Transitional Commercial District and shall be eliminated as buildings redevelop.

e Parapets shall be used, when sufficiently detailed, to screen roof mounted equipment and provide a contrast to gabled or pitched roofs.

f Parapets shall have sufficient articulation of detail such as precast treatments, continuous banding or projecting cornices, lentils, caps, corner details, or variety in pitch.

g Rooftop equipment on flat roofs shall be screened and not visible from ground level. Buildings with flat or low-pitched roofs shall incorporate parapets, pitched facades, or architectural elements designed to screen roof mounted mechanical equipment and to be architecturally compatible with the design of the building façade.

h Parapets shall not appear "tacked on" and shall convey a sense of permanence. If the interior side of the parapet is visible from the pedestrian/motorist area of the building, it shall receive appropriate detail, and proper application of materials shall be utilized.

5. Building Entrances

a The building entryway shall be designed as a significant aspect of the building's overall composition and shall be easily identifiable and accessible.

b Recessed or projecting building entryways shall be included in the design as they help to break up the building's mass.



DETAILS SUCH AS WALL SURFACES CONSTRUCTED WITH PATTERNS, CHANGES IN MATERIALS, BUILDING POP-OUTS, COLUMNS, OR RECESSED AREAS TO CREATE SHADOW PATTERNS AND DEPTH ON THE WALL SURFACES SHALL BE USED.

6. Building Materials and Colors

a Where appropriate, "green materials" such as non-toxic paints, recycled wood, and low-voltage lighting fixtures shall be used provided that they are compatible with the adjoining buildings character and style of Downtown Turlock.

b The selection and placement of building materials shall provide visual interest at the pedestrian level.

c Different parts of a building's façade shall be articulated by use of color, arrangement of façade elements, changes in materials, or other features.

d Details such as wall surfaces constructed with patterns, changes in materials, building pop-outs, columns, or recessed areas to create shadow patterns and depth on the wall surfaces shall be used.

e The darkest colors and materials of the building's color palette shall be used at the base of the building in order to "ground" the building.

f Large areas of intense light color shall be avoided. While more subdued colors usually work best for overall building color, bright or accent colors are typically appropriate for trim, windows, doors, and key architectural elements.

g Flat muted colors shall be used to reduce sun glare on wall planes. Avoid using bright whites.

h Door and window trims, awnings, and wall tiles provide opportunity for color that adds interest



COLORS SHALL COORDINATE WITH NATURAL/UNPAINTED MATERIALS USED ON THE FACADES SUCH AS RIVER ROCK, PRESSURE TREATED WOOD, TILE, BRICK, AND STONE.

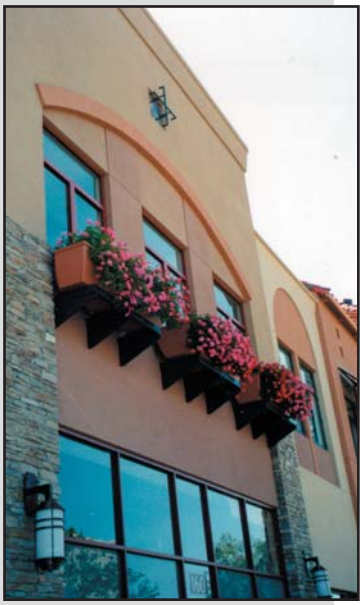


DETAILS SUCH AS COLOR VARIATION, WOOD, ROCK, OR BRICK ACCENTS SHALL WRAP AROND THE PLANE 4' (OR UNTIL THE NEXT WALL PLANE IS REACHED).

and texture to storefronts or building bases. Color of trim shall be coordinated with wall colors.

i Colors shall coordinate with natural/unpainted materials used on the facades such as rock, pressure treated wood, tile, brick, and stone.

j Details such as color variation, wood, rock, or brick accents shall wrap around the plane 2' (or until the next wall plane is reached) so as not to appear tacked on.



WINDOWS SHALL BE COMBINED WITH WALL PLANTERS AT THEIR BASE.

7. Windows & Doors

a Well-designed storefronts, including windows, doors, wall composition, colors, and materials are very important to create a sense of entry and pedestrian scale.

b Windows shall be located to maximize daylighting and views.

c Skylights, roof monitors, or light wells shall be used to add daylight to upper floors.

d At the street level, windows shall have pedestrian scale and detail. The framing provides opportunity for color variation and detail.

e Storefront windows and doors shall be of the same style. The line established by uniform storefront heights helps to establish a sense of scale for pedestrians.



AWNINGS ADD COLOR, FORM, RELIEF, AND PEDESTRIAN PROTECTION FROM THE ELEMENTS.

f Recessed openings, windows and doors provide depth and can help break up the apparent mass of a large wall and shall be used.

g Windows shall be combined with wall planters at their base or use a base material that has color and texture such as ceramic tiles, brick, rock, or raised wood panels.

h Window type, material, shape, and proportion shall complement the architectural style of the building entry.

i Retail storefronts with display windows shall be used within the creatively designed façade. Large expanse of glass, glass curtain walls, or glass buildings are not appropriate.



FACADES THAT COULD POTENTIALLY HAVE LONG AWNINGS EXPANDING THE ENTIRE LENGTH SHALL HAVE AWNINGS THAT ARE BROKEN INTO SMALLER SEGMENTS.

8. Awnings and Overhangs

a Awnings add color, forms, relief, and pedestrian protection from the elements. They may also create a space for identification signage.

b When adding an awning to an existing building, the awning or overhang shall match the architectural character of the facade. This applies to new buildings as well.

c Awnings shall help to clearly demarcate the buildings entries and help orient pedestrians and motorists.

d Awning maintenance shall be in accordance with the awning manufacturer's care instructions. The life of the awning is generally not expected to exceed eight to ten years. Property owners shall not propose installing awnings unless they are prepared to replace and maintain the awnings.

e Awnings shall be regularly maintained and kept free from tears, fading, and stains.

f Awnings shall be made of cloth (not plastic, metal, or vinyl) and shall be high enough so as not to inhibit pedestrians.

g Awnings shall not be wrapped around buildings in continuous bands. Awnings shall only be placed on top of doors, windows, and other openings where arcades are not otherwise utilized.

h Awnings shall not dominate the façade but rather be in scale with the rest of the building.

i Facades that could potentially have long awnings expanding the entire length shall proportionately segment the awnings into smaller segments.

j Awnings, if lighted, shall be lit with direct, architecturally interesting and appropriate fixtures such as goosenecks.

k Awnings shall be placed within vertical elements when the façade of a building is divided into distinct structural bays.



THE COLOR OF AWNINGS AND OVERHANGS SHALL BE INTEGRATED INTO THE OVERALL COLOR SCHEME OF THE PROJECT.



AWNINGS SHALL NOT DOMINATE THE FACADE BUT RATHER BE IN SCALE WITH THE REST OF THE BUILDING.

9. Screening of Utilitarian Equipment and Trash Enclosures

a Utility service areas shall be considered in the early building design process to ensure appropriate and complementary placement and design.

b All utility equipment including, but not limited to, electric and gas meters, electrical panels, cable boxes, and junction boxes shall be located in a utility room within the building or in an architecturally appropriate utility enclosure.

c Where screening is required, a combination of elements shall be used including solid masonry walls, berms and landscaping.

d Any outdoor equipment, whether on a roof, side of a structure, or on the ground shall be appropriately screened from view and shall not be placed adjacent to public ways. The method of screening shall be architecturally integrated with the adjacent structure in terms of materials, color, shape and size.

e Where feasible, electrical power lines and other mechanical equipment



AWNINGS SHALL BE MADE OF CLOTH AND BE PLACED HIGH ENOUGH SO AS NOT TO INHIBIT PEDESTRIANS.



SIMILAR OF THE SAME BUILDING MATERIALS SHALL BE USED ON THE ENCLOSURE AS THE BUILDINGS



TRASH/RECYCLING ENCLOSURES SHALL BE DESIGNED TO BE CONSISTENT WITH THE DESIGN OF THE PROJECT AND BUILDING ARCHITECTURE.

shall be placed underground to maximize safety and minimize visual distraction.

f New electrical, telephone, cable television, mechanical equipment and other distribution lines shall be placed underground.

g All new on-site connections and utilities shall be installed underground

h Trash/Recycling enclosures shall be designed to be consistent with the design of the building and building architecture. Similar or the same building materials shall be used on the enclosure as the buildings.

i In addition to incorporating a similar architectural style, landscaping shall be incorporated into the design as an additional screen.

j A separate pedestrian entrance shall be incorporated into the trash enclosure design.

k Every property shall provide a trash enclosure that is capable of handling the refuse generated by that site. Where feasible, shared facilities shall be provided.

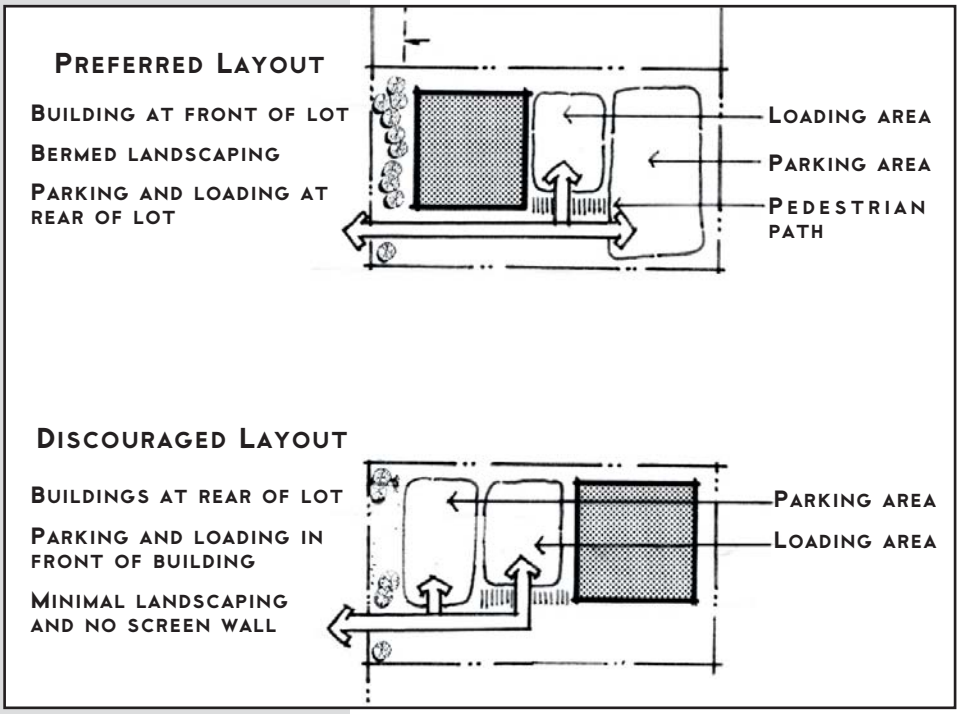
10. Loading and Delivery

a Loading areas shall be generally located in the rear of the site where they can be screened from view.

b Where loading areas cannot be located in the rear of the building, special temporary parking zones shall be defined to allow for quick and easy delivery of goods.

c Service, utility, and loading areas shall be carefully designed, located, and integrated into the site plan. They shall be located and designed for easy access by service vehicles, for convenient access by each tenant and located to minimize circulation conflicts with other site uses.

d Service and loading areas shall be designed as to not disrupt nearby residential neighborhoods.



11. Disabled-Accessible Ramps and Railing

a Guardrails shall complement the architectural style of the building.

b Ramps shall be integrated into the site design creating functional or unique spaces.

12. Roof Drainage

a Roof scuppers (a device placed in an opening in the wall or parapet which allows water to drain from a roof, and prevents clogging of the drain) shall not be used in areas that are visible to the street or public spaces unless they are integrated into the overall building design.

13. Mailboxes

a Common box mailbox enclosure shall be designed similar in form, materials, and color to the surrounding buildings.

b Mailboxes shall be located in alcoves away from the streetscape.

14. Signage

a Signs play an important role in the success of any business by providing identification and necessary advertising. When signs are integrated into the building design, they provide a personal quality that contributes to the ambiance of the Downtown Area and streetscape, especially the more unique signs. Conversely, signs may intrude upon pleasant surroundings when they are applied as an afterthought. These guidelines are intended to balance the legitimate advertising needs of businesses with the need to prevent visual clutter.

b The sign regulations and guidelines are stated in 9-2-500ART. in the City's Zoning Ordinance and shall be adhered to at all times.

c Signs shall coordinate with the building design, materials, color, size, and placement.

d Signs reflecting the type of business through design, shape, or graphic form shall be used.

e The method of sign attachment to the building shall be integrated into the overall sign design chosen.

f Signs shall not cover up windows or important architectural features.

g Sign variety is encouraged among different users.

h Flush mounted signs shall be positioned within architectural features,



MONUMENT SIGNS SHALL REFLECT THE ARCHITECTURAL CHARACTER OF THE BUILDING



CORPORATE TENNANTS SHALL ADAPT THEIR MONUMENT SIGNS TO FIT THE CHARACTER OF DOWNTOWN.



SIGNAGE CAN BE AN ATTRACTIVE FEATURE OF A BUILDINGS ENTRANCE.



CUSTOM SIGNAGE REFLECTING THE LOGO OR ICON OF THE BUSINESS IS ENCOURAGED.



LIGHT FIXTURES SHALL BE DESIGNED OR SELECTED TO BE ARCHITECTURALLY COMPATIBLE WITH THE MAIN STRUCTURE OR BUILDING.

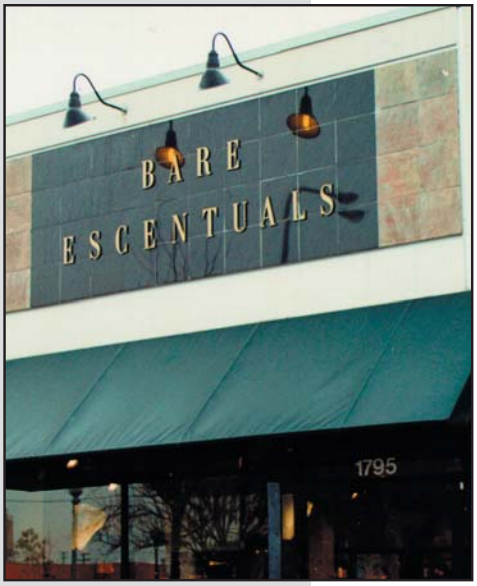
such as the window/panel above the storefront or flanking the doorways.

i Flush mounted signs shall align with others in the "center" so as to maintain the existing pattern.

j Hanging signs attached to buildings that project perpendicular to the building shall be a minimum of 8' from ground level to the bottom of the sign. Signs that project shall be small and reflect the use of the business by incorporating symbols or logos of the business.

k A single building with more than five users shall provide a unifying sign theme through a master signage plan.

l Lighting of all exterior signs shall be directional to illuminate the sign without producing glare on pedestrians, autos, or into adjacent properties.



PROJECTING LIGHTS HELP TO INDIRECTLY LIGHT THE BUILDING SIGN.

15. Lighting

a Effective lighting provides safety and direction for vehicles and pedestrians, visibility and security for businesses, while enhancing architectural building and landscape details. These guidelines apply to private on-site lighting, parking areas, and lights associated with the building. Light types could include pole lights, spotlighting, wall-mounted sconces, parking and landscape lighting.

b Light fixtures shall be designed or selected to be architecturally compatible with the main structure or theme of the building.

c Additional street lighting shall be consistent with existing City street light fixtures. Double luminaries shall be used along major thoroughfares, single luminaries are to be used elsewhere.



LIGHTS HELP TO DRAW VERTICAL ATTENTION TO A BUILDING.

d The quality of light, level of light as measured in footcandles, and the type of bulb or source shall be carefully addressed. Lighting levels shall not be so intense as to draw attention to the glow or glare of the building site.

e Exposed bulbs shall not be used. Cut-off lighting is preferred.

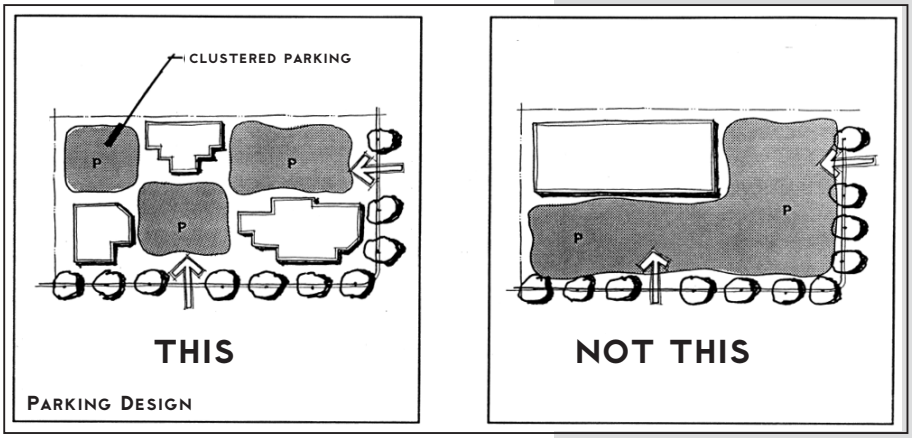
f Uplighting of building elements and trees shall use the lowest wattage possible to minimize impacts to the night sky. Additionally, light sources for wall washing and tree lighting shall be hidden.

g Landscape lighting shall be used to accent walkways and entries and/or seating areas and

specimen plants/trees.

h To conserve energy, timers and sensors shall be incorporated to avoid unnecessary lighting.

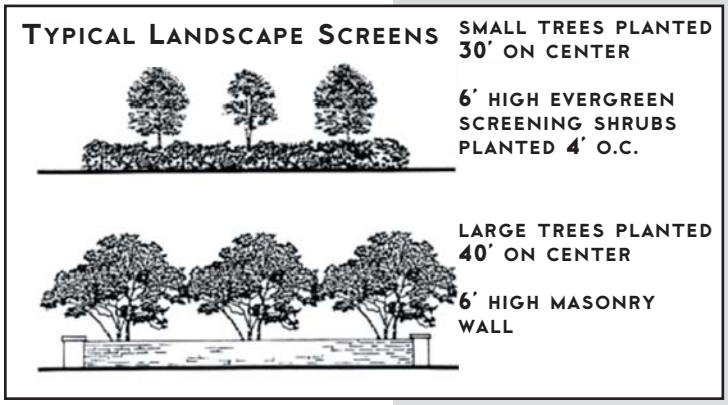
i Walkways/alleys shall be lit to an average 1.5 to 2-foot candle intensity to ensure safe nighttime conditions.



PARKING DESIGN

16. Parking and Circulation

a This section is intended to ensure that parking lot designs are attractive and functional, while meeting parking regulations.



b Site plans shall balance the need to provide adequate vehicular access, with the need to eliminate unnecessary driveway entrances and provide reciprocal access points which are coordinated with other properties.

c The site area adjacent to the street shall not be dominated with parking. Parking shall be concentrated in areas behind buildings at the front of the property and away from the street when possible.

d Parking access points, whether located on front, side, or rear streets, shall be located as far as possible from street intersections so that adequate stacking room is provided.

e Parking lots on corner sites shall not be placed adjacent to the street edge.

f Structures and on-site circulation systems shall be located to minimize pedestrian/vehicle conflicts where possible.

g Parking lots shall provide areas for bicycle and motorcycle parking.

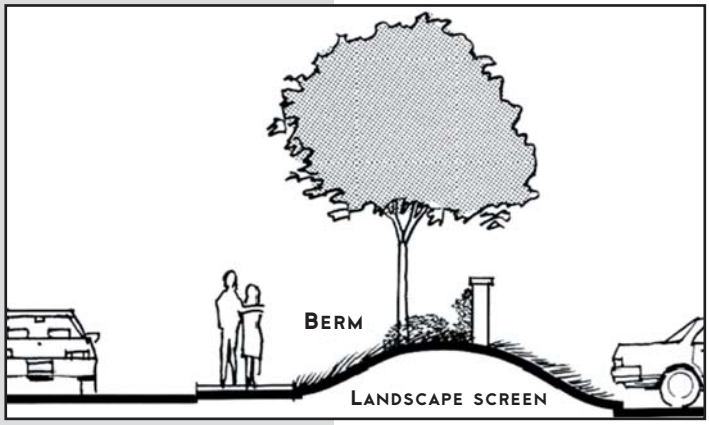
h Reciprocal access easements shall be obtained where possible to minimize ingress/egress along street frontage.

i The traffic generated from parking lots shall not disturb local residential neighborhoods.


LANDSCAPED ISLANDS MAKE PARKING LOTS MORE ATTRACTIVE.

j Parking areas shall be designed so that cars and pedestrians are separated. The need for pedestrians to cross parking aisles shall be minimized. Landscape island walkways shall be used to connect parking and building entries.

k Access between transit/bus stops to building entrances shall be clearly defined.



l The on-site pedestrian circulation system shall be directly connected to off-site public sidewalks.

m Asphalt sidewalks are not appropriate and shall not be used.

17. Parking Lot Screening

a Screening at the periphery of all parking lots shall be provided with a minimum 5' wide landscape area.

b A 36" high berm, headlight hedge, or masonry wall shall be provided to screen any parking at the street periphery. A combination of walls, berms, and landscape material is highly recommended.

c When walls are used to screen parking, breaks shall be provided to allow pedestrian circulation, and the walls shall be low enough for safety and security purposes.

d Walls shall be finished and designed to complement surrounding buildings.

18. Parking Lot Area Planting

a Landscaping within parking lots shall be given special consideration. These areas are typically located out of the public right-of-way and shall contain different planting materials than a neighboring street. To this end, these guidelines shall provide a parking lot designer with the direction needed to create a functional and attractive parking environment. Refer to City Zoning Section 9-2-109 for specific requirements.

b Appropriate lighting and landscaping shall be provided, including shade trees and lampposts (refer to lighting section of these Guidelines).

c Where more than five (5) automobile parking spaces exist on a lot or parcel of land, areas not used for vehicle parking or maneuvering, or for the movement of pedestrians to and from vehicles shall be used for landscaping. The required trees shall be distributed throughout the parking lot so as to maximize the aesthetic effect and compatibility with adjoining uses.

d All landscaped areas shall be bordered by a concrete curb a minimum of six (6) inches high adjacent to the parking surface.

e Landscaping shall be provided at the rear of buildings that interface with parking areas.



LANDSCAPED WALKWAYS GIVE PEDESTRIANS A SAFE ROUTE TO THE BUILDING ENTRANCE

f A landscaping buffer shall be provided between parking areas and public rights-of-way. The landscaped buffer area shall not be included when calculating the minimum percent landscaping required within the parking lot interior (see City Zoning 9-2-109).



OUTDOOR DINING AREAS BRING LIFE AND ACTIVITY TO THE STREET.

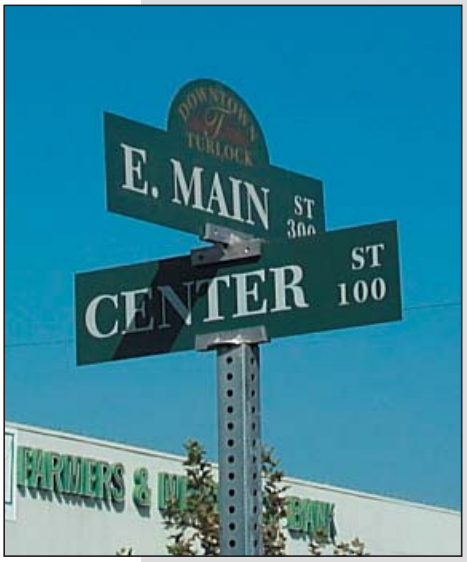
19. Outdoor Spaces

a Recognize the importance of spaces between structures as "outdoor rooms" on the site. Outdoor spaces shall have clear, recognizable shapes that reflect careful planning and are not "left over" areas between structures. Such spaces shall provide pedestrian amenities such as benches, shade, fountains, public art, etc.

b Areas where the building is set back from the street frontage shall be designed as a plaza or courtyard.

c Plazas and open spaces shall be designed to be welcoming and inviting to people at all hours of the day and night.

d Outdoor spaces shall take into consideration local climatic characteristics such as sunshine, cold, shade, and heat that radiates from the ground to ensure comfort and utility of the space.



THIS STYLE OF SIGN SHALL BE USED THROUGHOUT THE DOWNTOWN

20. Sidewalk Cafes

a Sidewalk café areas shall be screens with semi-permanent decorative screens or walls. Screens can be made of wood, plastic or metal, and shall attach to the sidewalk with recessed anchors – allowing for seasonal removal, leaving no tripping hazard in its absence.

b Screens shall not be more than 42" tall.

c Screens can either be solid or semi-solid. Designs shall be consistent with building façade design and/or restaurant theme.

d Screen layout needs to enclose the entire outdoor café area, leaving required exit width accommodations for occupancy of facility.

e Take-out establishments, where food is purchased inside the building, may have unscreened outdoor dining areas, provided that 48" of clear space is maintained at all times.

f Tables and chairs can be of varying type, but those designed for exterior use are recommended. Tabletop sunshades, pole shades and sunscreens are recommended.

g Layout of outdoor cafes shall allow for minimum 48" clear sidewalk right of way. Street signage, furniture, and landscaping shall not encroach in this 60" clear space.

h Location of café is recommended to be located along building façade,



WELL ARTICULATED FACADES, AWNING TREATMENTS, AND USE OF MATERIALS SHALL BE USED BY CORPORATE TENANTS IN ORDER TO FIT THE SCALE AND CHARACTER OF THE DOWNTOWN.



however, the 48" clear space can be designed between the sidewalk café and the building façade.

i Interior table layout of sidewalk cafes shall conform with all applicable building codes in regards to spacing, aisle width, occupancy, ADA and California Title 24 and exiting.

j Accent lighting is highly recommended

k Landscaping such as flower boxes are recommended to be incorporated into the design.

21. Streetscapes

a Lighting fixtures shall be consistent with the style currently used in the Downtown Core.

b Lighting fixtures along major thoroughfares shall have the dual luminaries while all other areas shall have only one luminarie in order to distinguish the significance of roadways

c Light fixtures shall be adorned with banners or flags along Golden State Blvd. and Landers Ave. to announce the entrance into the Downtown Core. Welcome banners or flags announcing public events are appropriate.

d Use of pavers shall be consistent with the ones used in the Downtown Core and shall only be used on sidewalk corners, as accent trim, and/or crosswalks.

e Sidewalks shall be a minimum twelve feet (12') wide in order to accommodate pedestrians, street trees, and street furnishings.

f Street furnishings (benches, bike racks, trash cans, and planting containers) shall remain consistent with the existing furnishings in the Downtown Core.

g Tree species and grates shall remain consistent with those used in the Downtown Core.

h Street signs shall be consistent with those used in the Downtown Core.

i Traffic signal poles shall be painted a dark green to match the existing street lights until they can be replaced with a matching dark green decorative pole. Gateway intersections shall be first priority.

22. Corporate Architecture

a The use of corporate "chain" architecture detracts from the unique character of the community and is strongly discouraged. Corporate tenants shall design their buildings to fit the scale and character of the

community that it is proposed within. Corporate signage shall not dominate the building facade.

b Buildings shall be oriented onto the street and include pedestrian friendly features such as awnings, display windows, and landscaping.

c Roof forms help to establish the architectural style of the building. Corporate roof forms shall respect the historic and rural character of Turlock by using well articulated parapets and roof lines.

d The building color and materials shall complement adjacent structures.

e Attached signage is encouraged. Detached or freestanding signs shall be considered if contained within a monument sign, consistent with building design and shall be externally lighted.

f Gas station canopies shall be consistent with the design of the overall and building architecture. Similar or the same materials shall be used on the canopy as the buildings. The roof structure shall be designed to be architecturally compatible.

g Columns supporting a structure shall be of sufficient thickness to emphasize a sense of strength, balance, and traditional proportions. The columns shall also include a cap and a base. The base shall be the darkest exterior material and shall be furred out three to four inches to enhance and anchor the structure.

h Service bays shall not be designed to face directly on to the street.

23. Golden State Blvd. Corridor

a The Golden State Blvd. Corridor shall be considered a gateway to the downtown core, as it is the most heavily trafficked north/south arterial.

b Buildings along this corridor shall respect and complement the existing architectural style.

c Structures shall be oriented towards Golden State Blvd.

d Gateway signage and monuments shall be used along this corridor

e The Blvd. shall be enhanced with landscaping, streetlights, benches, paving, and trash receptacles that are consistent with the existing improvements in the Downtown Core where appropriate.

f Street tree planting at regular intervals along Golden State Blvd. will strengthen the street edge and frame the space giving the corridor a more attractive appearance.

g Reuse of existing materials is encouraged where possible and appropriate. When renovating existing structures, materials and forms reminiscent of existing buildings shall be used.

h Auxiliary structures such as trash and utility enclosures, and storage areas shall be integrated into the overall design of the building and shall not face or open onto the street

i Loading access facilities for commercial uses along the Blvd., shall not be located at the front of buildings where it is difficult to adequately screen them from view.

j Service areas shall be screened from view with portions of the buildings, architectural wing walls and/or landscape planting.

k Loading and delivery area access shall be clearly marked with directional signage.

l Loading areas shall be designed to accommodate trucks without having to back onto Golden State Blvd.

m Renovation, remodeling, or reconstruction of the existing commercial structures shall incorporate architectural and or landscape architectural elements into the building design that will make a strong statement of entry into Downtown Turlock (towers, arches, plaza, flags, banners, etc.).

24. Structures Adjacent to the Railroad Corridor

a Buildings not dependent on the railroad loading access for freight or transportation purposes shall be set back a minimum of 20' from the railroad right-of-way in order to address visual and safety issues.

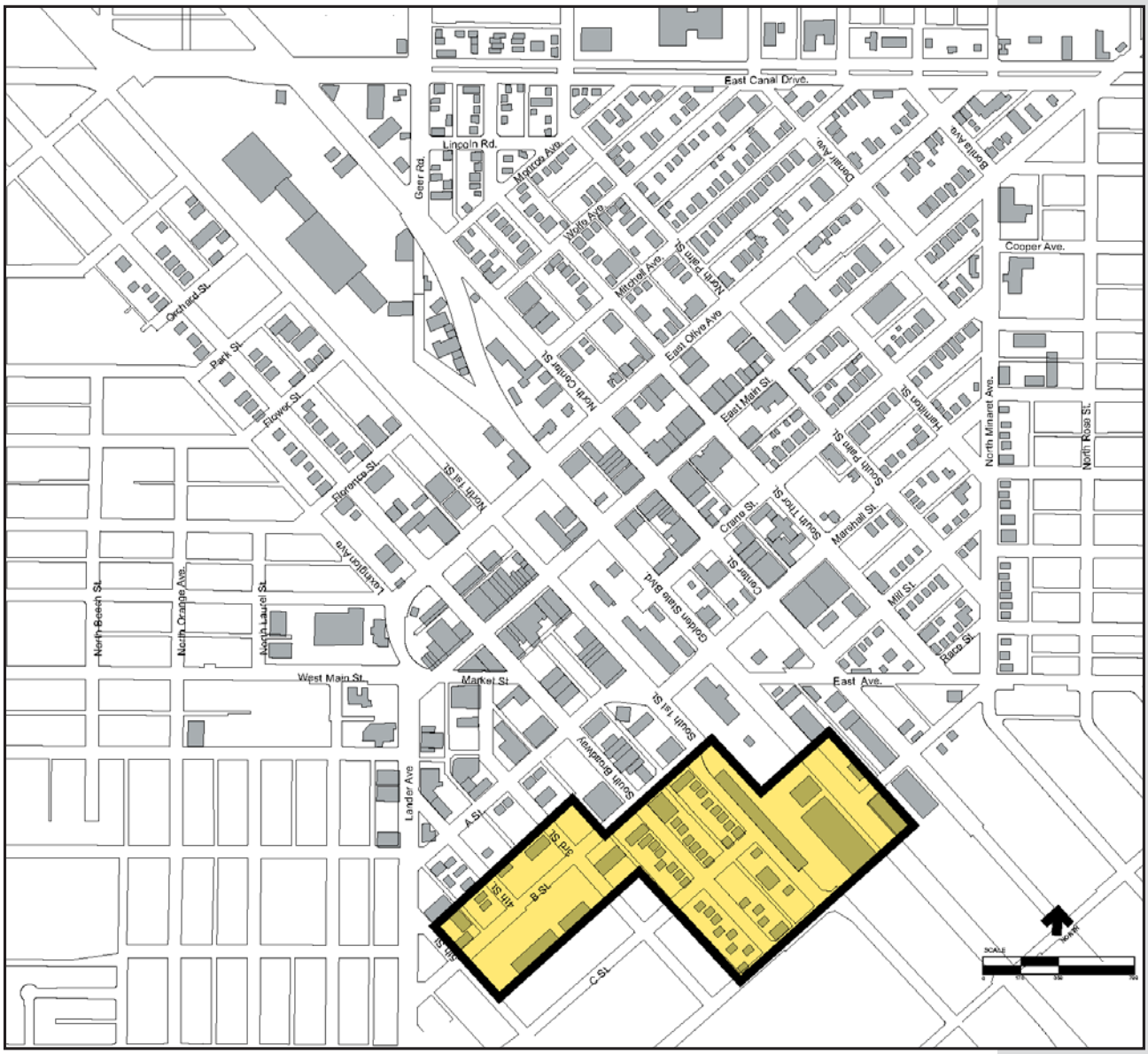
b A minimum 5' landscape buffer shall be provided along the property line adjacent to the railroad right-of-way.

c Trees, shrubs, and groundcover with decorative fencing shall be provided in the landscape buffer.

d An open fence design (black decorative iron or black chain link fencing) shall be provided along the railroad corridor edge. Where storage areas abut the railroad right-of-way, dense landscaping and or decorative wall treatment shall be provided to adequately screen the area.

e When walls are used to screen the railroad corridor, breaks shall be provided to allow pedestrian circulation and visual access for safety and security purposes.

f Building facades fronting on the railroad corridor shall include architectural details, articulation, varied roofline, painted details, or murals to create an attractive appearance from surrounding areas.



INDUSTRIAL/RESIDENTIAL

DESIGN GUIDELINES

District 3 - Industrial/Residential

3 – Industrial/Residential District

The Industrial/Residential area lies in the southwest sector of the downtown. This is a unique opportunity area to capitalize on the industrial character of the existing agricultural related buildings. Many vacant and underutilized sites and buildings currently occupy this district, however re-use of existing buildings, multi-family infill buildings, mixed use buildings, and enhanced streetscapes will help to liven up the area. There is also an opportunity to create a gateway statement to the downtown core by providing gateway signage and improved landscaping along Golden State Blvd. The intent of these District Guidelines is to capitalize on the industrial agrarian building character of this area as an important part of Turlock's history. This area also includes the opportunity for high density residential as a stand alone use or as part of a mixed use development. The guidelines also address this possibility. Any addition, remodeling, relocation or construction requiring a building permit within this district shall adhere to these guidelines as applicable.

Note: whenever the term "industrial" is used, it shall be considered synonymous with "heavy commercial".

The following topics are addressed:

1. Industrial Adjacent to Residential
2. Golden State Blvd. Corridor
3. The Railroad Corridor
4. Industrial Buildings
5. Multi-Family Residential

1. **Industrial Structures Adjacent to Residential Areas**
   In addition to the site planning, design, and architectural guidelines presented in this chapter, the following guidelines are intended to provide additional direction when placing an industrial use adjacent to a residential area.

a New industrial/commercial uses shall maintain the agrarian architectural forms as necessary (i.e. colored metal siding and roof, wood siding, etc.).

b New industrial structures shall reflect the architectural character of the area as industrial-agrarian style.



LANDSCAPE BUFFERS AND BUILDING ARTICULATION HELP TO EASE THE TRANSITION BETWEEN INDUSTRIAL AND RESIDENTIAL BUILDINGS.

c Industrial structures shall be designed to have 360-degree architecture when visible from adjacent properties and residential areas. In other words, all four building elevations shall be architecturally articulated.

d Driveways to industrial buildings shall not share the same street as residential driveways whenever possible.

e Industrial uses in this area shall be limited to "clean" industry that does not involve handling of hazardous or noxious materials.

f Industrial lighting shall be directed so as not leak into residential areas.

g Parking lot lighting shall be placed on timers and shall be required to automatically turn off no later than 10:00 pm unless industrial operations continue around the clock.

h Loading and unloading zones shall be placed away from residential areas and fully screened.

i Loading and unloading zones shall be designed to allow trucks to quickly load and unload in order to prevent long truck idling times.

j Views from industrial buildings and employee break areas shall not have access into residential windows and yards whenever possible.

k Industrial buildings that are multiple stories shall not obstruct residential views.

l New residential or industrial structure height shall "transition" from the height of adjacent structures to the maximum height of the proposed structure.

m New residential or industrial buildings shall be no more than one story higher than their neighboring building.

n Industrial buildings shall be given pedestrian friendly qualities such as awnings, street furnishings, landscaping, recessed entries, and window displays in order to continue to promote the emphasis on the pedestrian friendly environment for Downtown.

o High quality, innovative and imaginative architecture is encouraged and will enhance compatibility and the transition to residential areas.

The elements most desired for well-designed industrial buildings are:

- Variation of building forms and planes
- Enhanced building entries
- Screened loading facilities and storage areas
- Landscaping

p Elements that are discouraged are as follows:

- Blank walls
- Unscreened loading facilities
- Structures that are box like and contain no architectural elements



LARGE WINDOW DISPLAYS GIVE THIS BUILDING A PEDESTRIAN ORIENTED FEELING.

2. Golden State Blvd. Corridor

The Golden State Blvd. Corridor is considered an important gateway into the downtown core and the City in general, as it is the most heavily trafficked north/south arterial. The following guidelines address the importance of this corridor with the intent to ensure a visual character that is both attractive and responsive to Turlock's agrarian roots.



INDUSTRIAL/AGRARIAN STYLE BUILDINGS SHALL BE USED ALONG THE GOLDEN STATE BLVD. CORRIDOR.

a Buildings along this segment of the Golden State Blvd. corridor shall respect and complement the existing agrarian/ industrial architectural style.

b Structures shall be oriented towards Golden State Blvd.

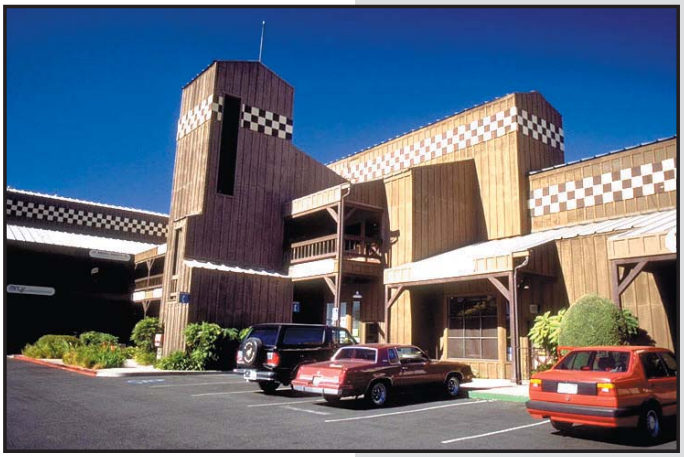
c Gateway signage and monuments shall be used along this corridor.

d The Blvd. shall be enhanced with landscaping, streetlights, benches, paving, and trash receptacles that are consistent with the existing improvements in the Downtown Core where appropriate.

e Use historic pole standard with double luminaries along Golden State and historic poles with single luminaries elsewhere.

f Reuse of existing materials is encouraged where possible and appropriate. When renovating existing structures, materials and forms reminiscent of existing buildings shall be used.

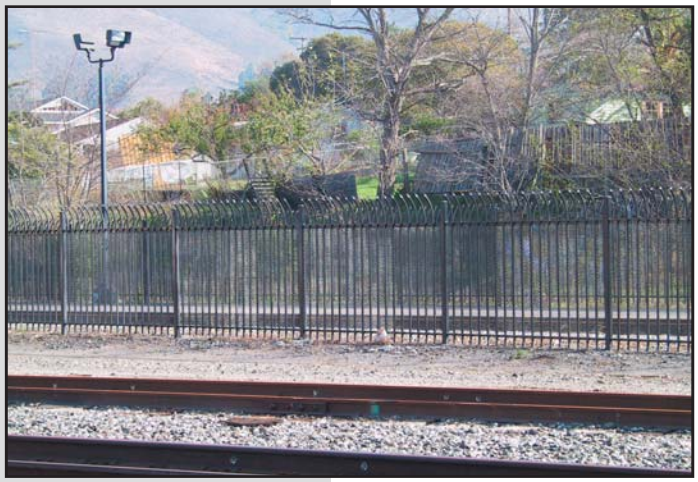
g Auxiliary structures such as trash and utility enclosures, and storage areas shall be integrated into the overall design of the building and shall not face or open onto the street.



BUILDING FORM AND MASSING HELP TO MAKE INDUSTRIAL/ AGRARIAN BUILDINGS VISUALLY ATTRACTIVE.



BUILDING FACADES FRONTING ON THE RAILROAD CORRIDOR SHALL INCLUDE ARCHITECURAL DETAILS, ARTICULATION, AND VARIED ROOFLINES.



FENCING THAT COMPLIMENTS THE ARCHITECTURAL STYLE OF ADJACENT BUILDINGS IS ENCOURAGED ALONG THE RAILROAD CORRIDOR.



PUBLIC ART THAT REFLECTS TURLOCK'S HISTORY WILL ENHANCE THE AESTHETIC QUALITY OF THE RAILROAD CORRIDOR.

h Loading access facilities for industrial uses along the Blvd., shall not be located at the front of buildings where it is difficult to adequately screen them from view.

i Service areas shall be screened from view with portions of the buildings, architectural wing walls and/or landscape planting.

j Loading and delivery area access shall be clearly marked with directional signage.

k Loading areas shall be designed to accommodate trucks without having to back onto Golden State Blvd.

l Renovation, remodeling, or reconstruction of the existing industrial and commercial structures shall incorporate architectural and or landscape architectural elements into the building design that will make a strong statement of entry into Turlock (towers, arches, plaza, flags, banners, etc.).

3. Structures Adjacent to the Railroad Corridor

- Buildings not dependent on the railroad loading access for freight or transportation purposes shall be set back a minimum of 20' from the railroad right-of-way in order to address visual and safety issues.
- A minimum 5' landscape buffer shall be provided along the property line adjacent to the railroad right-of-way.
- Trees, shrubs, and groundcover with decorative fencing shall be provided in the landscape buffer.
- An open fence design (black decorative iron or black chain link fencing) shall be provided along the railroad corridor edge where storage areas abut the railroad right-of-way. Dense landscaping and or decorative wall treatment shall be provided to adequately screen the area.
- When walls are used to screen the railroad corridor, breaks shall be provided to allow pedestrian circulation and visual access for safety and security purposes.
- Building facades fronting on the railroad corridor shall include architectural details, articulation, varied roofline, painted details, or murals to create an attractive appearance from surrounding areas.

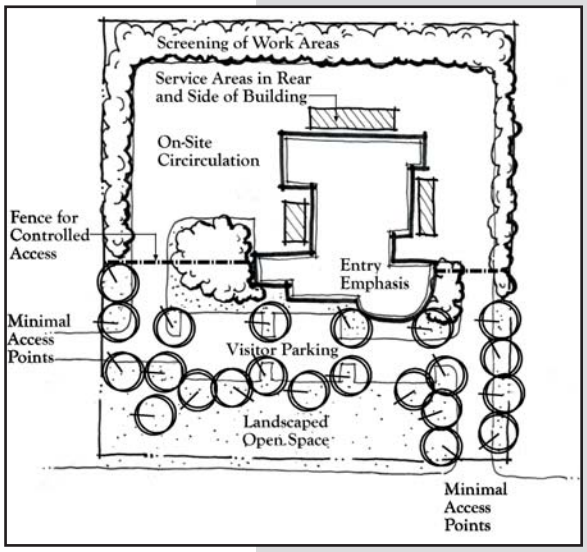
4. Industrial

A. Site Design

- Quality industrial site design shall include the following attributes:
  - Service areas located at the sides and rear of buildings
  - Controlled site access
  - Convenient access, visitor parking and on-site circulation
  - Screening of outdoor storage, work areas, and equipment
  - Emphasis on the main building entry and landscaping
  - Landscaped open space
- Each building is encouraged to have its own identity, yet any site circulation shall be integrated with adjacent properties to provide functional and aesthetically designed vehicular and pedestrian circulation.
- A variety of building and parking setbacks shall be provided to create diversity and avoid long monotonous building facades,
- Blank walls or loading areas shall not face public streets.
- Building setbacks shall be provided proportionally to the scale of the structure and in consideration of existing buildings adjacent to it. Larger structures require more setback area for a balance of scale and so as not to impose on neighboring uses.
- Thoughtful structure placement which creates opportunities for plazas, courts or gardens, is encouraged.
- Where industrial uses are adjacent to non-industrial uses, appropriate buffering techniques, such as setbacks, screening and landscaping shall be provided to mitigate any negative effects of industrial operations.
- Recycled content materials such as wood substitutes and recycled concrete and asphalt shall be considered when selecting site materials.
- Auxiliary structures such as trash enclosures, utility enclosures and storage areas shall be integrated into the overall design of the building.
- On larger sites, focal points shall be developed to create a definite sense of identification. Plazas, landscape, fountains, artwork, textured pavement, universally accessible



HIGH QUALITY BUILDING DESIGN AND MATERIALS MAKE THIS AN ATTRACTIVE INDUSTRIAL BUILDING.



LANDSCAPE BUFFERS AND SCREENED SERVICE AREAS HELP TO MAKE A WELL DESIGNED SITE.



THIS LANDSCAPE BUFFER HELPS TO SCREEN THE PARKING AND LOADING AREAS OF THIS BUILDING.



VARIATION IN WALL PLANES AND ROOF FORMS GIVE THIS BUILDING AN ATTRACTIVE FACADE.



RENOVATION/ RE-USE OF OLD BUILDINGS ARE ENCOURAGED TO INCORPORATE ELEMENTS SUCH AS LANDSCAPING AND WINDOWS.



THE REPETITON OF WINDOW BAYS AND UNIQUE ENTRY FEATURE MAKE THIS AN ATTRACTIVE BUILDING.

changes in pavement levels, and vertical building features may be combined to create focal points and identity.

- Outdoor spaces shall have clear, recognizable shapes that reflect careful planning and are not simply "left over" areas between structures. Such spaces shall provide pedestrian amenities such as shade, benches, fountains, landscaping, public art, etc.
- Plazas, employee break/recreational areas, and open spaces shall be designed to be welcoming and shall incorporate shade trees that provide relief from the sun.
- New buildings /renovations/additions are encouraged to incorporate opportunities for public art.

B. Building Design

- High quality, innovative and imaginative architecture is encouraged. Developers shall use these guidelines as a tool to design quality structures as opposed to industrial projects. The elements most desired for well-designed industrial buildings are:
    - Variation of building forms and planes
    - Enhanced building entries
    - Screened loading facilities and storage areas
    - Landscaping
- Elements that are discouraged are as follows:
    - Blank walls
    - Unscreened loading facilities
    - Structures that are box like and contain no architectural elements

C. Mass

Mass is defined as a three-dimensional form such as a cube, box, cylinder, pyramid, and core. The way the forms are sized directly relates to the way building elements are emphasized or de-emphasized. Voids or open spaces in the forms can change their appearance and make the building more interesting and less imposing.

- Each building shall have a recognizable base, body, roof line, and entry.
- Materials shall vary between base and body of a building in order to break long wall planes.

- Surface detailing shall not serve as a substitute for distinctive massing.
- Massing design may include:
    - Variation in the wall plane (project and recess)
    - Variation in wall height
    - Roofs located at different levels
- Vary the planes of the exterior walls in depth and/or direction. Wall planes shall not run in one continuous direction horizontally for more than 50 feet without significant offset.
- Changes in vertical planes break up a boxlike appearance. Vertical elements such as pilasters help create "bays" to give the appearance of several smaller buildings.
- The height of the buildings shall be varied so that it appears to be divided into distinct massing elements.
- Berming in conjunction with landscaping can be used at the building edge to reduce structure mass and height along facades.



THE HEIGHT OF THIS BUILDING IS VARIED AND APPEARS TO BE DIVIDED INTO DISTINCT MASSING ELEMENTS.

D. Rhythm

Rhythm describes the relationship of building components, as well as the relationship of individual buildings to one another.

- Rhythms shall be more complex than simply the repetition of one or more architectural details.
- Rhythm shall be expressed by changing materials or color.
- Rhythm shall be expressed by using elements such as columns and pilasters.



VARIATION IN WALL PLANES HELP TO BREAK UP THE MASS OF THIS BUILDING.

E. Building Form

- Buildings shall be designed with articulation on all sides.
- Facades with varied front setbacks are strongly encouraged. Wall planes shall not run in one continuous direction for more than 50 feet without significant offset.
- Murals, trellises, or vines and espaliers shall be placed on large expanses of walls at the rear or sides of the buildings to soften and create interest.



VARIATION OF BUILDING FORMS AND PLANES EMPHASIZE THE ARCHITECTURAL CHARACTER OF THE BUILDING.



LANDSCAPING HELPS TO SOFTEN THE TRANSITION BETWEEN THE PARKING LOT AND BUILDING.



ROOFS THAT ARE WELL ARTICULATED GIVE CHARACTER TO THE BUILDING.



PARAPETS HELP TO GIVE FORM TO THIS BUILDING. IN ADDITION, THE STAIRWELL IS INTEGRATED NICELY AND PROVIDES RELIEF INTO THE BUILDING FACADE.

- Windows and doors shall be in scale with the building elevation on which they appear. Recessed openings, windows and doors provide depth and shall be used to help break up the apparent mass of a large wall.
- Entries to industrial structures shall portray a quality office appearance while being architecturally tied into the overall mass and building composition. They shall not appear as an "add-on" or afterthought.
- Vertical architectural elements such as towers shall be used as focal points.
- Stairwells shall be designed as an integral part of the building architecture.
- The staggering of planes along an exterior wall elevation creates pockets of light and shadow, providing relief from monotonous, uninterrupted expanses of wall.
- Design elements which are undesirable and shall be avoided include:
    - Large blank, non-articulated wall surfaces.
    - Non-articulated building facades.
    - Materials with high maintenance such as stained wood, shingles, or metal siding.
    - Highly reflective surfaces.

F. Roof Forms

- A roof line at the top of the structure shall not run in a continuous plane for more than 50 feet without offsetting or jogging the roof plane.
- Any equipment, whether on the roof, side of structure, or ground, shall be screened. The method of screening shall be architecturally compatible with the main buildings on the site in terms of materials, color, shape and size.
- The roof design shall be considered as a component of the overall architectural design theme.
- Flat roofs shall be light in color to reduce solar heat gain.

G. Parapets

- Parapets shall be used when sufficiently detailed to screen roof mounted equipment and provide a contrast to gabled or pitched roofs.
- Parapets shall have sufficient articulation of detail such as precast treatments, continuous banding or

projecting cornices, lentils, caps, corner details, or variety in pitch (sculpted).

- Rooftop equipment on flat roofs shall be screened and not visible from ground level. Buildings with flat or low-pitched roofs shall incorporate parapets, pitched facades, or architectural elements designed to screen roof mounted mechanical equipment and to be architecturally compatible with the design of the building facade.
- Structural stability and the height of a parapet shall be coordinated with the placement of mechanical equipment so that equipment is not in a pedestrian's line of sight from street level.
- Parapets shall not appear "tacked on" and shall convey a sense of permanence. If the interior side of a parapet is visible from the pedestrian area of the site or adjacent property, it shall receive appropriate detail



WINDOW TYPE, MATERIAL, SHAPE, AND PROPORTION SHALL COMPLEMENT THE ARCHITECTURAL STYLE OF THE BUILDING.

H. Windows

- Windows and skylights shall be located to maximize daylighting and views.
- Awnings, landscaping, spectrally-selective glass, and shading devices to reduce solar heat gain shall be used where appropriate.
- Window type, material, shape, and proportion shall complement the architectural style of the building.



DETAILS SUCH AS CHANGES IN MATERIALS SHALL BE USED TO CREATE SHADOW PATTERNS AND DEPTH ON WALL SURFACES.

I. Entry Features

- Entry features shall be designed as a significant aspect of the building's overall composition.
- Entrances shall be easily identifiable and accessible.
- Elements such as overhangs, enhanced landscaping, vertical architectural features, and special building materials shall be used.

J. Building Materials and Texture

- Details such as wall surfaces constructed with patterns, changes in materials, building pop-outs, columns, and recessed areas shall be used to create shadow patterns and depth on the wall surfaces.



THE USE OF MATERIALS AND COLORS USED HERE HELPS DEFINE A BASE, BODY AND CAP.



VARIATION IN COLORED BRICKS AND MATERIALS GIVE THIS INDUSTRIAL BUILDING A UNIQUE LOOK.



LIGHT FIXTURES SHALL BE DESIGNED OR SELECTED TO BE ARCHITECTURALL COMPATIBLE WITH THE MAIN STRUCTURE OR THEME OF THE BUILDING.

- Materials and building cladding shall be varied to produce different texture, shade and shadow effects.
- Wall materials that will withstand abuse by vandals or accidental damage from machinery shall be selected.
- Incorporate non-toxic, recycled-content materials whenever possible.

K. Colors

The following guidelines are intended to promote well-coordinated color palettes that integrate with the other exterior features of a building.

- Large areas of intense light color shall be avoided. While more subdued colors usually work best for overall building color, bright or accent colors shall be used for trim, windows, doors, and key architectural elements.
- Compatible colors shall be combined on a single façade to add visual interest and break up plain walls.
- Flat muted colors shall be used to reduce sun glare on wall planes. Avoid using bright whites.
- Trim colors shall coordinate with wall colors. Features such as doors, window trim, awnings and wall tiles are appropriate for accent colors.
- Colors shall coordinate with natural/unpainted materials used on the facades such as rock, pressure treated wood, tile, brick, and stone.

L. Lighting

Effective lighting provides safety and direction for vehicles and pedestrians, visibility and security for businesses, while enhancing architectural building and landscape details. These guidelines apply to private on-site lighting in parking areas and lights associated with the building. Light types could include pole lights, spotlighting, wall-mounted sconces, parking and landscape lighting.

- Lighting shall be used to provide illumination for the security and safety of on-site areas such as parking, loading, shipping, receiving, pathways and working areas.
- All building entrances shall be well lighted.
- Light fixtures shall be designed or selected to be architecturally compatible with the main structure or theme of the building.
- The quality of light, level of light as measured in footcandles, and

the type of bulb or source shall be carefully addressed. Lighting levels shall not be so intense as to draw attention to the glow or glare of the building site.

- Spotlighting or glare from any site lighting shall be shielded from adjacent properties and directed at a specific object or target area.
- Exposed bulbs shall not be used. Cut-off lighting is preferred.
- Uplighting of building elements shall use the lowest wattage possible to minimize impacts to the night sky. Light sources for wall washing and tree lighting shall be hidden.
- Low-voltage lighting conserves energy and shall be used in the landscape whenever possible.
- The height of a light pole shall be appropriate in scale for the building or complex and the surrounding area.
- Pedestrian light poles along sidewalks or pathways and parking lot light standards shall be a maximum 10' to 15' high.
- Landscape lighting can be used to accent walkways and entries and/or seating areas and specimen plants/trees.
- Walkways/alleys shall be lit to an average 1.5 to 2-foot candle intensity to ensure safe nighttime conditions.
- Over lighting or light leak into adjacent sites shall be avoided.

M. Signage

Building signage can either enhance the building façade or completely diminish the aesthetic appeal of a building. A sign program shall be submitted with design review application for new buildings. Regulations for sign dimensioning and area limitations are provided in section 9-2-506 of the Turlock Zoning Ordinance. Given this, every building shall be designed with a precise concept for adequate signing. Provisions for sign placement, sign scale in relationship with the building, and the readability of the sign shall be considered in developing the overall signing concept.



THIS MONUMENT SIGN REFLECTS THE INDUSTRIAL CHARACTER THROUGH FORM AND MATERIALS.



LANDSCAPING IMPROVES THE VISUAL QUALITY OF THIS MONUMENT SIGN.

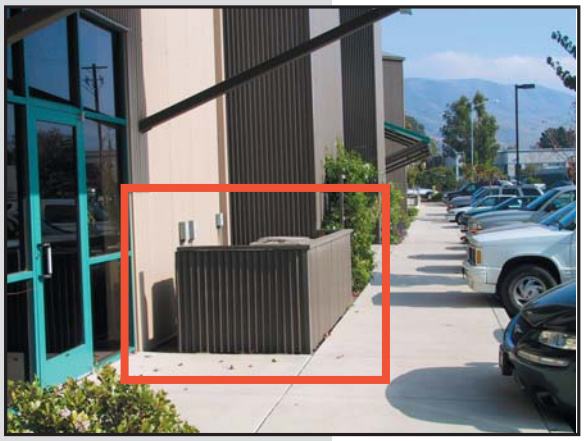


MONUMENT SIGNS THAT INCORPORATE SIMILAR MATIRALS AND COLORS AS THE CORRESPONDING BUILDING ARE ENCOURAGED.

- Signs shall coordinate with the building design, materials, color, size, and placement.
- Signs reflecting the type of business through design, shape, or graphic form are encouraged.
- The method of sign attachment to the building shall be integrated into the overall sign design chosen.
- Signs shall not cover up windows or important architectural features.
- Sign variety is encouraged among different users.
- Flush mounted signs shall be positioned within architectural features, such as the panel above the entry on the transom or flanking doorways.
- Flush mounted signs shall align with others on the block so as to maintain the existing pattern.
- Signs shall be externally illuminated or internal illumination shall be limited to letters only.
- Hanging signs attached to buildings that project perpendicular to the building shall be a minimum of 8' from ground level to the bottom of the sign. Signs that project shall be small and reflect the use of the business by incorporating symbols or logos of the business.
- A single building with multiple users shall provide a unifying sign theme. Individual wall-mounted signs are appropriate in combination with a monument sign identifying the building and address.
- The industrial site shall be appropriately signed to give directions to loading and receiving, visitor parking, and other special areas.
- Lighting of all exterior signs shall be directional to illuminate the sign without producing glare on pedestrians, autos, or adjacent residential units.
- To conserve energy timers or sensors shall be utilized for illuminated signs.

N. Utility and Mechanical Screening

- Utility service areas shall be considered in the early building design process to ensure appropriate and complementary placement and design.
- Exterior storage shall be confined in portions of the site least visible to public view.
- Transformers shall be located underground where feasible.
- All utility equipment including, but not limited to, electric and gas meters, electrical panels, cable boxes, and junction boxes shall be located in a utility room within the building or in an architecturally appropriate utility enclosure.
- Utility lines from the service drop to the site shall be underground.
- Where screening is required, a combination of elements shall be used including solid masonry walls, berms and landscaping.



THE BOX OUTLINES WHERE MECHANICAL EQUIPMENT HAS BEEN SCREENED USING MATCHING BUILDING MATERIALS.

- Any outdoor equipment, whether on a roof, side of a structure, or on the ground shall be appropriately screened from view and shall not be placed adjacent to public ways and trails. The method of screening shall be architecturally integrated with the adjacent structure in terms of materials, color, shape and size.
- Service, utility, and loading areas shall be carefully designed, located, and integrated into the site plan. They shall be located and designed for easy access by service vehicles for convenient access by each tenant and located to minimize circulation conflicts with other site uses. These critical functional elements shall not detract from the public viewshed area or create a nuisance for adjacent property owners.
- Where walls are used at property frontages, or screen walls are used to conceal storage and equipment areas, they shall be designed to blend with the site's architecture.
- Gutters and downspouts shall be concealed unless designed as a decorative architectural feature.



LOADING AREAS HAVE BEEN SCREENED WITH LANDSCAPING AND AN ATTRACTIVE FENCE.

O. Trash & Recycling Enclosures

- The trash and recycle enclosure shall be consistent with the design of the and building architecture. Similar or the same materials shall be used on the enclosure as the buildings. Architecturally designed roof structures shall be used to create a finished looking structure.
- Every property shall provide a trash enclosure that is capable of handling the refuse/recyclables generated by that site.
- A pedestrian entrance to the trash enclosure shall be provided so that the large access gates do not have to be opened as often.
- Recycling bins shall be integrated into the enclosure.
- Trash enclosures shall be located away from residential uses to minimize nuisance to adjacent properties.
- Drainage from adjoining roof and pavement shall be diverted around the trash/recycling area.
- At least half of the trash/recycling area shall be dedicated to recycling containers.



TRASH ENCLOSURES CAM BE SCREENED IN A VARIETY OF WAYS. THIS ENCLOSURE IS SCREENED WITH A FENCE, WALL, AND LANDSCAPING COMBINATION.



A PATH CONNECTING TWO IDUSTRIAL BUILDINGS ENCOURAGES PEDESTRIAN ACTIVITY.

P. Pedestrian Access

- Parking areas shall be designed so that cars and pedestrians are separated. The need for pedestrians to cross parking aisles



LOADING FACILITIES LINED WITH A LANDSCAPING BUFFER HELPS TO REDUCE NEGATIVE VISUAL IMPACTS.

shall be minimized. Landscape island walkways shall be used to connect parking and building entries.

- Access between transit/bus stops to building entrances shall be clearly defined.
- The on-site pedestrian circulation system shall be directly connected to off-site public sidewalks.
- Asphalt sidewalks are not appropriate and shall not be used.

Q. Loading Facilities

- To alleviate the unsightly appearance of loading facilities for industrial uses, these areas shall not be located at the front of buildings where it is difficult to adequately screen them from view.
- Service areas shall be screened with portions of the buildings, architectural wing walls and landscape planting.
- Loading and delivery areas shall be clearly marked with directional signage where multiple access points are provided.
- Loading areas shall be designed to accommodate trucks without having to back onto or otherwise use the adjoining street.



VARIED WALL PLANES, COLORS, LANDSCAPED POCKETS, AND PARKWAY GIVE THIS WALL A PLEASING LOOK.

R. Walls and Fences

- Walls shall be constructed as low as possible while performing their screening and security functions.
- An open fence design (black decorative iron or black chain link fencing) shall be provided along the railroad corridor edge. Where storage areas abut the railroad right-of-way, dense landscaping and or decorative wall treatment shall be provided to adequately screen the area.
- A combination of solid pillars or short solid wall segments and wrought iron grillwork shall be used where security fencing is required.
- Barbed wire fences are not allowed in this area and shall be replaced with an alternative determent.



LANDSCAPED ISLANDS SHALL BE USED TO BEAUTIFY PARKING LOTS.

S. Parking and Circulation

- On-site circulation shall be designed to provide safe and efficient access for delivery vehicles, visitors, employees, and pedestrians.
- The parking lot and cars shall not be the dominant visual elements of the site.
- Vehicles shall not be required to enter the street in order to move from one area to another on the same site.

- Site plans shall balance the need to provide adequate vehicular access, with the need to eliminate unnecessary driveway entrances and provide access points which are coordinated with other properties.
- The site area adjacent to the street shall not be dominated with parking. Parking shall be concentrated in areas behind front pad buildings and away from the street when possible.
- Parking lots on corner sites shall not be placed adjacent to the street edge.
- Locate structures and on-site circulation systems to minimize pedestrian/ vehicle conflicts where possible.
- Parking lots shall provide areas for bicycle and motorcycle parking.
- Adequate areas for maneuvering, stacking, truck staging, loading and emergency vehicle access shall be provided.
- Parking access points, whether located on front, side, or rear streets, shall be located as far as possible from street intersections so that adequate stacking room is provided.



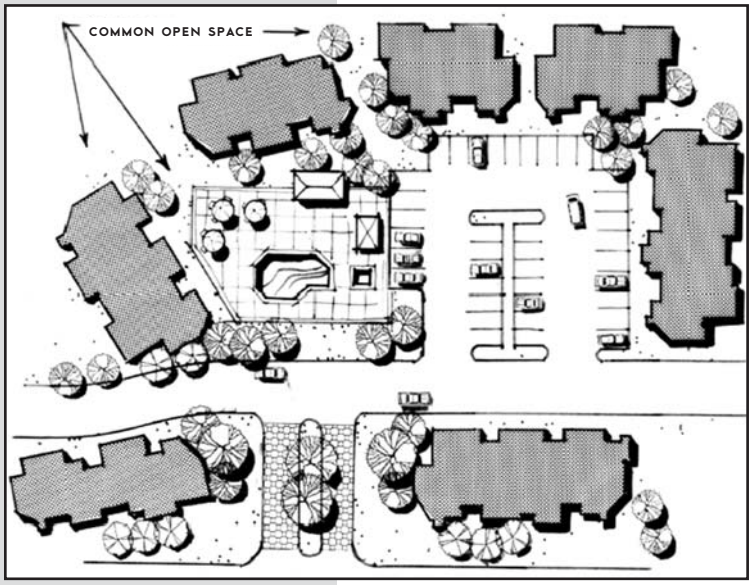
LANDSCAPED BERMS HELP TO SCREEN PARKING AREAS.



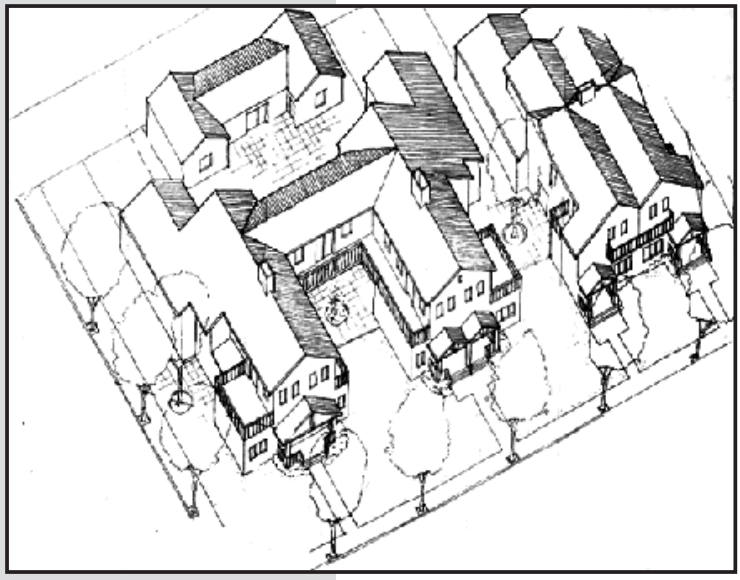
LANDSCAPED BERMS HELP TO SCREEN PARKING AREAS.

T. Parking Lot Screening

- Parking lots adjacent to and visible from public streets shall be adequately screened from view through the use of rolling earth berms, low screen walls, changes in elevation, landscaping or combinations thereof, whenever possible.
- Utilize a 36" high berm, landscaping, or masonry wall to screen any parking at the street periphery. A combination of walls, berms, and landscape material is highly recommended.
- When walls are used to screen parking, breaks shall be provided to allow pedestrian circulation and visual access for safety and security purposes.
- Walls shall be finished and designed to complement surrounding buildings.
- Both sides of all perimeter walls or fences shall be architecturally treated.
- Landscaping shall be used in combination with such walls whenever possible.
- Long expanses of fence or wall surfaces shall be offset and architecturally designed to prevent monotony. Landscape pockets shall be provided.



MULTI-FAMILY STRUCTURES SHALL BE ORIENTED TOWARD THE STREET. CLUSTERED DWELLING UNITS HELP PREVENT "BARRACK-LIKE" OR CONTINUOUS ROWS OF STRUCTURES.



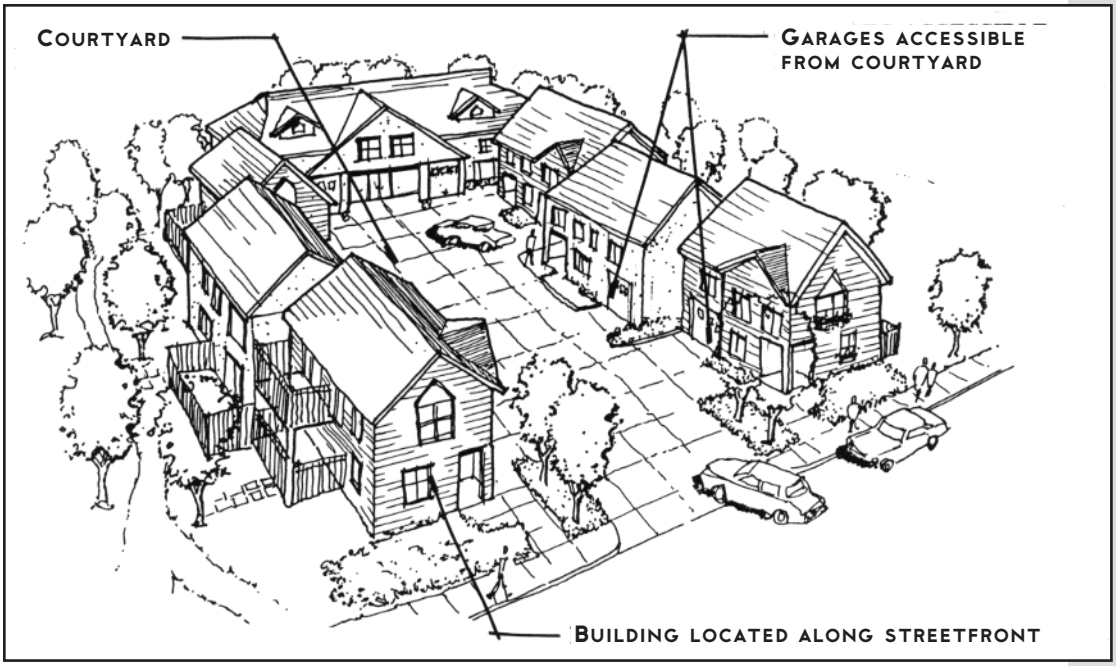
WHERE POSSIBLE, COURTYARDS OR OTHER METHODS TO BREAK UP THE BUILDING MASS SHALL BE UTILIZED. ALSO, A COMBINATION OF ONE AND TWO STORY BUILDINGS ARE ENCOURAGED.

5. Multi-family Residential

These guidelines apply to multi-family residential buildings and sites. Existing single family residences are likely to be a temporary use in this area and are exempt.

A. Site Design

- The primary focus shall be on constructing a high quality residential environment.
- Multi-family residential structures shall be architecturally compatible with surrounding structures.
- Residential buildings shall not be surrounded by high walls, parking lots and have rows of carports/ garages along public streets.
- Dwellings shall incorporate porches, trellises, landscaping and other features in the front yard to help extend the living area toward the street and help soften the transition between the street and the dwelling.
- Incompatible uses (industrial, auto repair, etc.) shall be buffered from residential structures. Intensified landscaping, increased setbacks and building orientation shall be utilized as a means of providing adequate separation between such land uses.
- Pedestrian walkways and alleys shall be provided to connect dwelling units with common open space areas, recreation areas, parking areas, and the street.
- Whenever possible, new structures shall be clustered. This creates plazas or pedestrian malls and prevents long "barrack-like" or continuous rows of structures.
- Buildings shall be placed close to, and oriented toward, the street.
- Natural amenities such as views, mature trees, and similar features unique to the site shall be preserved.
- Large buildings shall be broken up into groups of structures of various heights.
- Where possible, courtyards or other methods to break up the building mass shall be utilized.



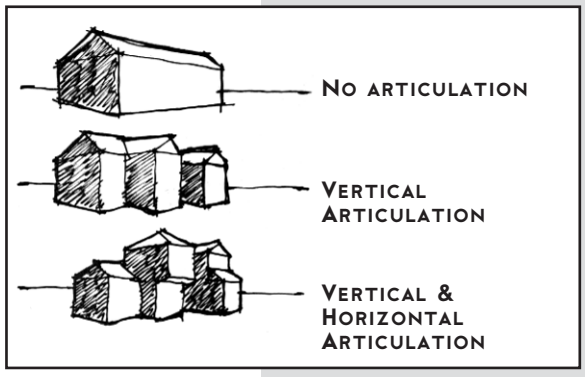
- Buildings shall be oriented on an east/ west axis to maximize the use of natural daylighting.
- Recycled content materials such as wood substitutes, recycled concrete, and asphalt shall be considered when selecting materials.

B. Building Design

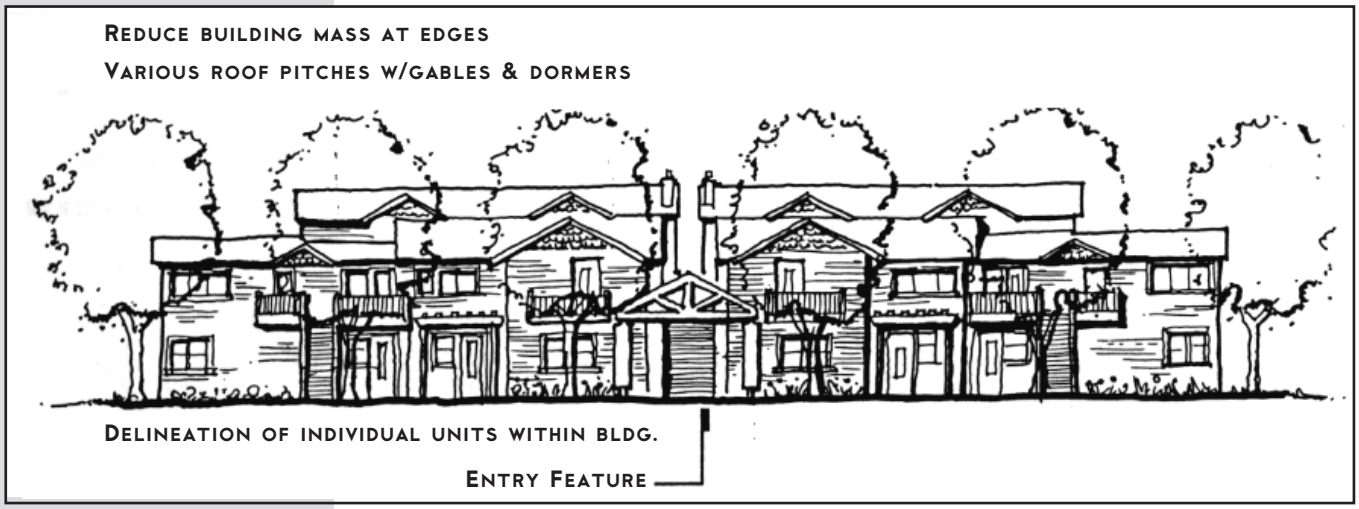
- Architectural style shall be compatible with or complement the agrarian architectural forms and the traditional historic Downtown architecture of Turlock.
- Long, unbroken facades and box-like forms shall be avoided. Elements such as balconies, porches, arcades, dormers, and cross gables shall be used to add visual interest.
- To the extent possible, each of the units shall be individually recognizable. The following methods could be used to break up building massing:
    - Vary front setbacks within same structure.
    - Stagger and jog unit planes.
    - Vary building orientations to avoid the monotony and long garage door corridors.
- Balconies, porches and patios within multi-family structures shall be incorporated where appropriate for both practical and aesthetic values.



VARIED BUILDING SETBACKS AND HEIGHTS HELP TO ENHANCE THE ARCHITECTURAL CHARACTER OF A BUILDING.



MASSING ILLUSTRATION





BUILDING MASS CAN BE BROKEN UP WITH VARIED ROOF FORMS AND THE ADDITION OF PORCHES.



VERTICAL ELEMENTS SUCH AS TOWERS SHALL BE USED TO ACCENT HORIZONTAL MASSING AND PROVIDE GENERAL INTEREST.

C. Scale

- Structures with greater height shall include additional setbacks and steps within the massing so as to transition heights from adjacent properties, and to avoid dominating the character of the neighborhood.

D. Mass

Mass is defined as a three-dimensional form such as a cube, box, cylinder, pyramid, and core. The way the forms are sized directly relates to the way building elements are emphasized or de-emphasized. Voids or open spaces in the forms can change their appearance and make the building more interesting and less imposing.

- Buildings designs shall include a combination of the following techniques:
  - Variation in the wall plane (project and recess)
  - Variation in wall height
  - Roofs located at different levels
- Each building shall have a recognizable base, body, roof line, and entry.
- Several smaller compact building footprints rather than one large building shall be used to provide an intimate scale and a more efficient envelope for optimizing daylighting and passive solar heating/ cooling functions.
- Surface detailing shall not serve as a substitute for distinctive massing.
- Exterior wall planes shall be varied in depth and/or

direction. Wall planes shall not run in one continuous direction for more than 50 feet without a significant offset.

- The height of the buildings shall be varied so that it appears to be divided into distinct massing elements.



THREE ATTACHED UNITS APPEAR TO BE ONE LARGE CUSTOM HOME

- The upper stories of new multi-family buildings shall be stepped back to reduce the scale of facades that face the street, courtyards, or open space areas.
- Long access balconies and corridors shall be avoided.
- Combinations of one, one and one half, and two story units shall be used to create visual interest and variation in the massing and building height.
- Vertical elements such as towers shall be used to accent horizontal massing and provide visual interest.
- Architectural elements that add visual interest, scale and character to the neighborhood such as bays, bay windows, recessed or projecting balconies, porches, etc. shall be incorporated.
- Architectural articulation such as awnings, moldings, pilasters, etc. shall be integrated into the design where appropriate.

E. Roof Forms

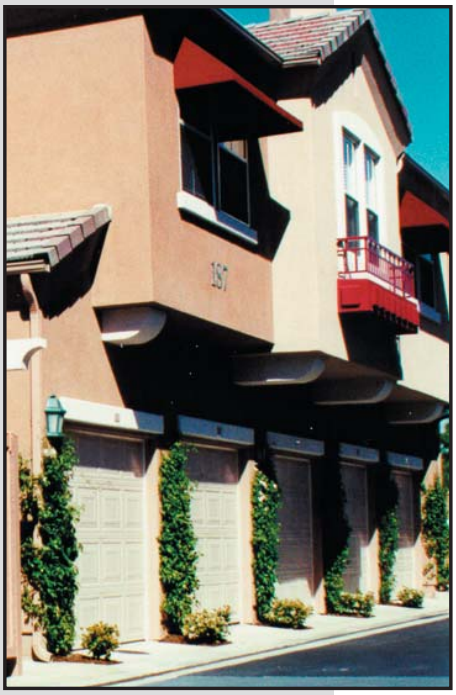
- Roof lines shall be varied in height, and long horizontal roof lines shall be broken up.
- Roofs covering the entire building such as hips and gables are preferred over mansard roofs, and segmented pitched roofs shall be applied at the building edge.
- Roof materials and colors shall be consistent with the desired architecture. Light-colored roofs ("cool roofs") shall be used because they reduce heat gain.
- Flat roofs shall be light in color to reduce solar heat gain.

F. Windows and Doors

- Windows shall be located to maximize daylighting and views.
- South facing windows shall be shaded with an overhang or awnings to reduce summer exposure.
- Skylights, roof monitors or light wells shall be used to add daylight to upper floors.
- Window type, material, shape, and proportion shall



WINDOWS SHALL BE ARTICULATED WITH TRIM, SILLS, AND OTHER ELEMENTS THAT COMPLIMENT THE OVERALL ARCHITECTURAL STYLE OF THE BUILDING.



AWNINGS ADD COLOR, FORM, AND RELIEF TO THE BUILDING.

complement the architectural style of the building entry.

- The addition of window articulation such as sills, trim, kickers, shutters, or awnings shall be included to improve the building facades.
- Window glazing shall be used to maximize energy conservation.

G. Awnings

- Permanent shading devices such as awnings and canopies on south-facing facades shall be incorporated to be aesthetically pleasing, while assisting in cooling the building during the summer months.
- Awnings shall be used to add color, form, and relief to the building.
- Awnings shall be incorporated to help to clearly show building entries and better orient pedestrians.
- Awning maintenance shall be in accordance with the awning manufacturer's care instructions. The life of the awning is generally not expected to exceed eight to ten years. Property owners shall not propose installing awnings unless they are prepared to replace the awnings.
- Awnings shall be made of cloth (not plastic or vinyl) and shall be high enough so as not to inhibit pedestrians.
- Awnings shall only be placed on top of doors, windows, and other openings and shall fit the shape of the window.
- Awnings shall not dominate the facade, but shall be in scale with the rest of the building.
- Awnings, if lighted, shall be lit with direct, architecturally interesting and appropriate fixtures such as goosenecks.



THESE GARAGES ARE ACCESSIBLE BY AN ALLEYWAY AND HAVE BEEN ENHANCED WITH LANDSCAPING.

H. Dwelling Unit Access

- Access points to units shall be clustered in groups of four or less. Long, monotonous access balconies and corridors that provide access to five or more units shall be avoided.
- The entrances to individual units shall be visible from nearby parking areas where possible. Building entrances shall be emphasized through the use of lighting, landscaping, and architecture.

I. Exterior Stairs

- Simple, clean, bold projections of stairways shall be used to complement the architectural massing and form of multi-family structures.
- Stairways shall be constructed of smooth stucco, plaster, or wood, with accent trim of complementary colors. Thin-looking, open metal, prefabricated stairs are discouraged.



STAIRWELLS SHALL COMPLEMENT THE FORM AND CHARACTER OF THE STRUCTURE.

J. Garages and Accessory Structures

- Garages and parking areas shall be sited with the least amount of visual impact from the street.
- Detached garages and accessory structures shall be designed as an integral part of the architecture of the building. They shall be similar in materials, color and detail to the principal structures of a building designed with pitched or hip roofs if possible.
- Garages shall be subordinate to the main living area when viewed from the street. Where possible, the garage shall be recessed behind the dwelling unit, and not located between the main living area and the street.
- Mechanical equipment shall be screened from view.



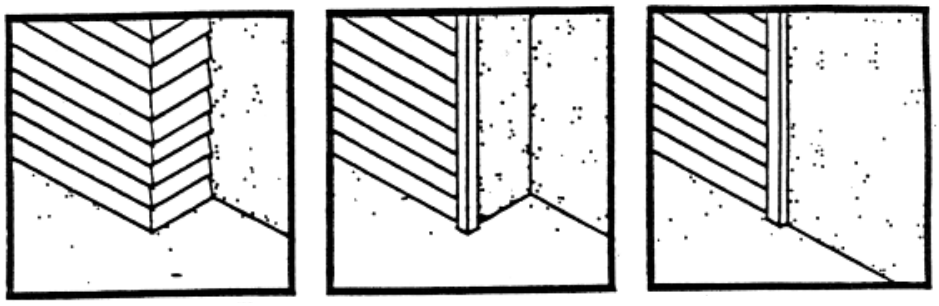
SIMPLE, CLEAN, BOLD PROJECTIONS OF STAIRWAYS SHALL BE USED TO COMPLEMENT THE ARCHITECTURAL MASSING AND FORM OF MULTI-FAMILY STRUCTURES.

K. Materials

- The selection and placement of building materials shall provide visual interest at the pedestrian level.
- Heavier materials shall be used to form the building base and as accents on upper stories and walls. Architectural details shall be used to enhance the buildings and adjacent pedestrian spaces by adding color, shadows, and interesting forms.
- Materials shall occur at a change in plane where they tend to appear substantial and integral to the structure, preferably at an inside corner.
- Material changes not occurring at a change in plane appear "tacked-on" and shall be avoided.
- The different parts of a building's façade shall be articulated by the use of color,



THE USE OF STONE HELPS TO BREAK UP THE VERTICAL MASS OF THE BUIDING.



CHANGE IN PLANE WITH CHANGE IN MATERIAL IS **RECOMMENDED**

MATERIAL OR COLOR CHANGE AT OUTSIDE CORNER IS **NOT RECOMMENDED**

CHANGE IN MATERIALS ON SAME PLANE IS **NOT RECOMMENDED**



COMPLEMENTARY COLORS WERE USED TO DISTINGUISH VARYING WALL PLANES.

arrangement of façade elements, or a change in materials.

- Blank walls shall be avoided at ground floor levels. Windows, trellises, wall articulations, arcades, changes in materials, or other features shall be utilized.
- Materials selected for multi-family buildings shall be very durable and require low maintenance.
- Textured, colors, and materials shall be unifying elements in the buildings.
- Natural materials such as brick, stone, copper, etc. shall be left in their natural color.
- Recycled content and non-toxic materials shall be used wherever possible.



VARIATION IN COLOR, PORCH, AND WINDOW TREATMENS SHALL BE USED IN MULTI-FAMILY 'TRACT' STYLE HOUSING.

L. Colors

The following guidelines are intended to promote well-coordinated color palettes that integrate with the other exterior features of a building.

- Large areas of intense light color shall be avoided. While more subdued colors usually work best for overall building color, bright or accent colors are typically appropriate for trim, windows, doors, and key architectural elements.
- Flat muted colors shall be used to reduce sun glare on wall planes. Avoid using bright whites.
- Door and window trim, awnings, and wall tiles shall be added for color interest and texture to building bases. The color of trim shall be coordinated with the wall colors.
- Colors shall coordinate with natural/unpainted materials used on the facades such as rock, pressure treated wood, tile, brick, and stone (reused or recycled content when possible).



MAILBOX ENCLOSURES SHALL COORDINATE WITH THE ARCHITECTURAL STYLE OF THE BUILDING.

M. Disabled-Accessible Ramps and Railing

- Guardrails shall complement the architectural style of the building.
- Ramps shall be integrated into the site design creating functional or unique spaces.

N. Fire Apparatus

- The design of new and remodeled structures shall incorporate easy access to fire apparatuses.
- Access for fire apparatus shall be part of the planning and design process so as not to appear tacked-on.

O. Mailboxes

- Common box mailbox enclosures shall be designed similar in form, materials, and color to the surrounding buildings.
- Mailboxes shall be located in alcoves away from the streetscape.



COMMON MAILBOX ENCLOSURES SHALL BE DESIGNED SIMILAR IN FORM, MATERIALS, AND COLOR TO THE SURROUNDING BUILDINGS.

P. Lighting

Effective lighting provides safety and direction for vehicles and pedestrians, while enhancing architectural building and landscape details. These guidelines apply to on-site lighting for private residential buildings in parking areas and lights associated with the building. Light types could include pole lights, spotlighting, wall-mounted sconces, parking and landscape lighting.

- Light fixtures shall be designed or selected to be architecturally compatible with the main structure or theme of the building.
- The quality of light, level of light as measured in footcandles, and the type of bulb or source shall be carefully addressed. Lighting levels shall not be so intense as to draw attention to the glow or glare of the building site.
- Spotlighting or glare from any site lighting shall be shielded from adjacent properties and directed at a specific object or target area.
- Exposed bulbs shall not be used. Cut-off lighting is preferred.
- Uplighting of building elements and trees shall use the lowest wattage possible to minimize impacts to the night sky. Light sources for wall washing and tree lighting shall be hidden.
- Low-voltage lighting conserves energy and shall be used in the landscape whenever possible. Energy efficient lamps and ballasts shall be incorporated.
- The height of a light pole shall be appropriate in scale for the building or the complex and the surrounding area.
- Landscape lighting shall be used to accent walkways and entries and/or seating areas and specimen plants/ trees.
- Walkways/alleys shall be lit to an average 1.5 to 2-foot candle intensity to ensure safe nighttime conditions.
- Recreational amenities and courtyards shall be well lit to enhance the pedestrian experience and create a safe environment.
- Overlighting or light leak into adjacent sites shall be avoided.



RESIDENTIAL LIGHTING POLES SHALL BE APPROPRIATELY SCALED.



COURTYARDS SHALL BE DESIGNED AS USABLE AREAS FOR ALL RESIDENTS.

Q. Pedestrian Access

- Parking areas shall be designed so that cars and



OPEN SPACE SHALL FOCUS ON AREAS THAT ARE USABLE TO THE RESIDENTS AND NOT MERELY REMAINDER PARCELS WITH MARGINAL USEABILITY.



LARGE MULTI-FAMILY RESIDENTIAL COMPLEXES SHALL INCLUDE PLAY AREAS FOR CHILDREN.

pedestrians are separated. The need for pedestrians to cross parking aisles shall be minimized. Landscape island walkways shall be used to connect parking and building entries.

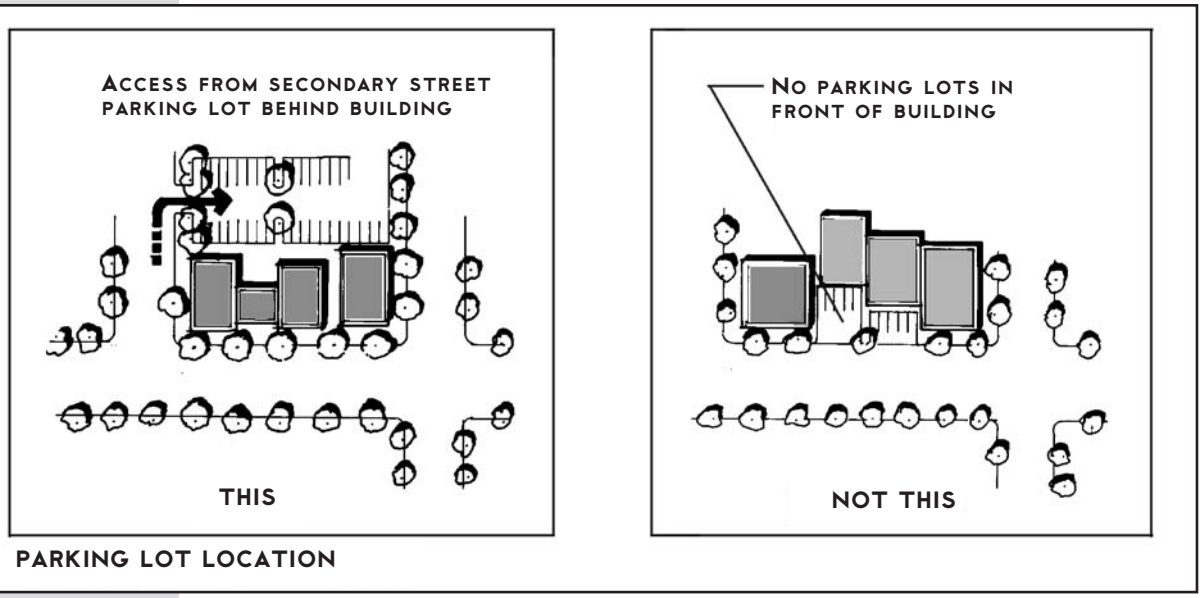
- Pedestrian linkages to nearby neighborhoods and other commercial buildings shall be provided.
- Provide easily identifiable pedestrian access from the street/sidewalk to key areas within the site.

R. Open Space

- Residents of housing projects shall have safe and efficient access to usable open space, whether public or private, for recreation and social activities.
- The design and orientation of these areas shall take advantage of available sunlight and shall be sheltered from the noise and traffic of adjacent streets or other incompatible uses.
- Open space shall focus on areas that are usable to the residents and not merely remainder parcels with marginal useability.
- Infrastructure elements such as storm water retention basins shall be incorporated into the overall open space plan.

S. Vehicular access, circulation, and parking

- Long rows of garages or parking spaces shall be avoided.
- Parking areas in multi-family residential buildings shall be visible for the units they serve and located behind the building, where possible.
- Parking lots shall be landscaped with shade trees.
- Principal vehicular access shall be through an entry



PARKING LOT LOCATION

drive rather than a parking aisle.

- Parking areas shall be separated from a building with both a raised pedestrian sidewalk (minimum 4') and a landscape strip (minimum 5').
- Parking areas shall be treated as well defined spaces with landscaping, lighting, building massing, and pedestrian/vehicular circulation areas.
- Large projects shall break up parking areas into a series of connected smaller parking areas.
- Site plans shall balance the need to provide adequate vehicular access, with the need to eliminate unnecessary driveway entrances and provide access points which are coordinated with other properties.



ENTRY DRIVES CAN BE ENHANCED WITH COLORED PAVING TREATMENT.

- The site area adjacent to the street shall not be dominated with parking. Parking shall be concentrated in areas behind buildings, at the front of the property, and away from the street when possible.
- Parking lots on corner sites shall not be placed adjacent to the street edge.
- Light colored paving shall be incorporated near buildings to reduce the amount of heat radiating onto buildings and people.
- Locate structures and on-site circulation systems to minimize pedestrian/vehicle conflicts where possible.

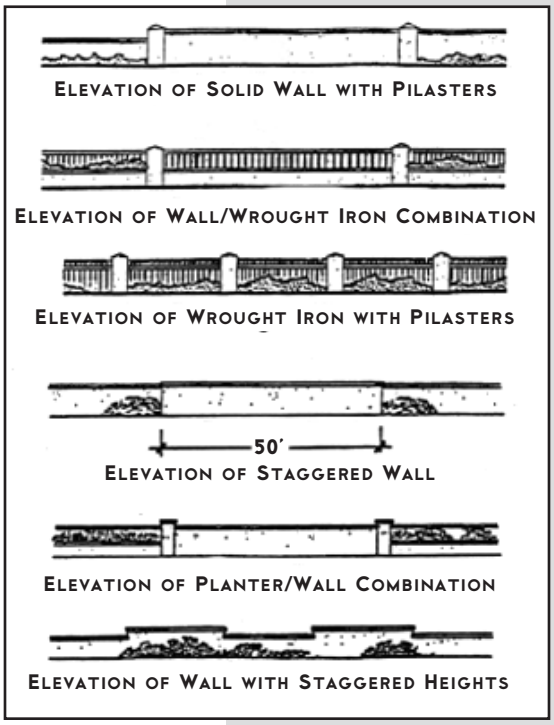


ENTRY DRIVES SHALL BE ENHANCED WITH PERMEABLE PAVING MATERIALS AND LANSCAPING.

- Parking lots shall provide areas for bicycle and motorcycle parking.

T. Entry Drives

- The principal vehicular access into a multi-family housing area shall be through an entry drive rather than a parking drive. Colored, textured, and permeable paving treatment at entry drives shall be used.
- Entry and edge features such as ornamental landscaping, open space areas, natural and water features, architectural monuments and enhanced paving shall all be considered when designing the entry.
- The number of site access points shall be minimized.



ELEVATION OF SOLID WALL WITH PILASTERS

ELEVATION OF WALL/WROUGHT IRON COMBINATION

ELEVATION OF WROUGHT IRON WITH PILASTERS

ELEVATION OF STAGGERED WALL

ELEVATION OF PLANTER/WALL COMBINATION

ELEVATION OF WALL WITH STAGGERED HEIGHTS

U. Parking Lot Screening

- Screening at the periphery of all parking lots shall be provided.
- Long expanses of fence or wall surfaces shall be offset and architecturally designed to prevent monotony.

Landscape pockets shall be provided.

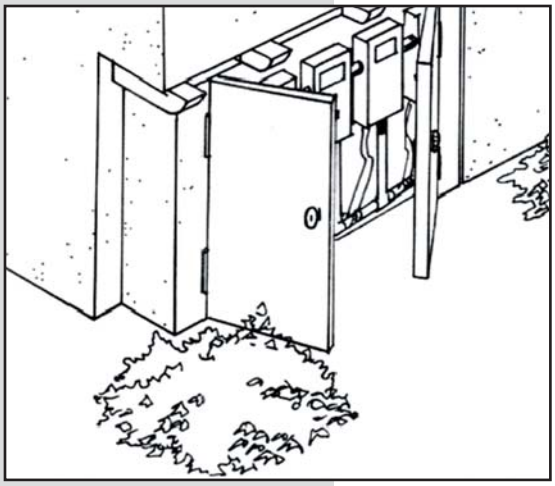
- Walls shall be finished and designed to complement surrounding buildings.
- Both sides of all perimeter walls or fences shall be architecturally treated. Landscaping shall be used in combination with such walls whenever possible.
- A 36" inch high berm, headlight hedge, or masonry wall shall be used to screen any parking at the street periphery. A combination of walls, berms, and landscape material is highly recommended.
- Street trees shall be planted at 30' on center along street edge. Canopy trees are preferred.

V. Parking Lot Area Planting

- Parking lot trees with 30'- 40' canopy potential shall be planted to shade parked cars and create a more attractive environment.
- Plants with thorns, stickers, or sharp leaves shall be avoided.
- Parking lots shall include landscaping if:
    - More than five (5) automobile parking spaces exist on a lot or parcel of land
    - There are areas not used for vehicle parking or maneuvering
    - There are areas for the movement of pedestrians to and from vehicles
- All landscaped areas shall be bordered by a concrete curb a minimum of six (6) inches high adjacent to the parking surface.

W. Utility and Mechanical Equipment

- Utility service areas shall be considered in the early building design process to ensure appropriate and complementary placement and design.
- Utility service areas, such as electrical panels, shall be placed within enclosures that are architecturally integrated into the building design.
- Any outdoor equipment, whether on a roof, side of a structure, or on the ground shall be appropriately screened from view. The method of screening shall be architecturally integrated with the adjacent structure in terms of materials, color, shape and size.
- Where screen walls are used, they shall be designed to blend with the site's architecture.
- When transformers are required to be installed adjacent to the street, they shall be placed underground.
- Satellite dishes shall not be mounted on the roof or visible from the street.



UTILITY SERVICE AREAS, SUCH AS ELECTRICAL PANELS, SHALL BE PLACED WITHIN ENCLOSURES THAT ARE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN.

X. Trash Enclosures

- Trash enclosures and loading areas provided in the parking areas shall be screened with landscaping and wall materials.
- Trash enclosures shall be separated from adjacent parking stalls by minimum 3-foot wide planters with low-growing plant materials to ensure that adequate space is available for passengers to access a vehicle in an adjacent parking space.
- The trash and recycle enclosure shall be consistent with the style of the building architecture. This is best accomplished through the use of the same materials and colors. Architecturally designed roof structures shall be used to create a finished looking structure.
- Trash and recycle bins shall be conveniently accessible for trash collection and maintenance, and shall not block access drives during loading operations.
- Every property shall provide a trash enclosure that is capable of handling the refuse generated by that site.
- A pedestrian entrance to the trash enclosure shall be provided.
- Recycling bins shall be integrated into the enclosure and be easily accessible.
- Drainage from adjoining roof and pavement shall be diverted around the trash/recycling area.
- At least half of the trash/recycling area shall be dedicated to recycling containers.



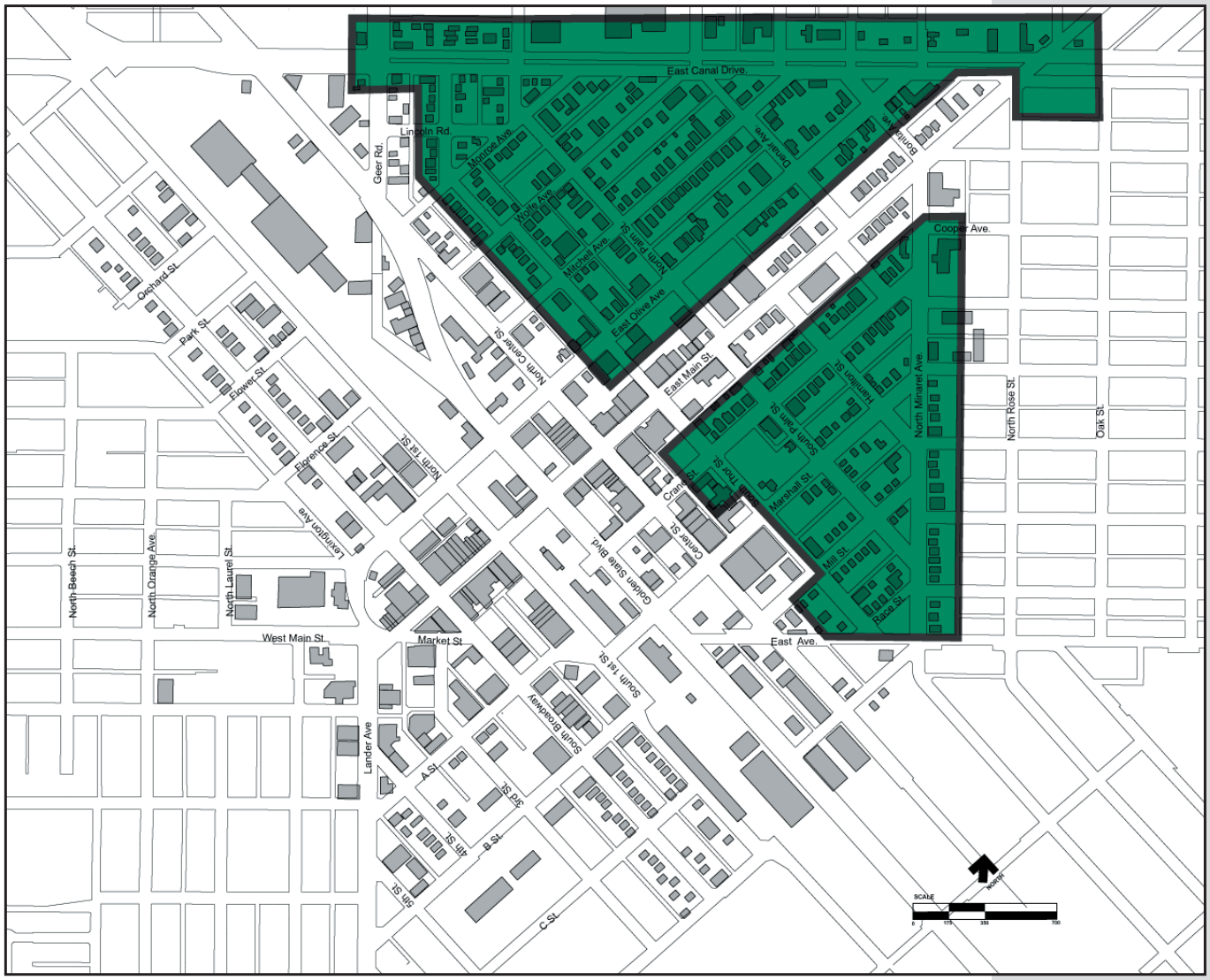
THE TRASH ENCLOSURE SHALL BE CONSISTENT WITH THE STYLE OF THE BUILDING ARCHITECTURE. THE IS BEST ACCOMPLISHED THROUGH THE USE OF THE SAME MATERIALS AND COLORS.



TRASH ENCLOSURES SHALL BE INCORPORATED INTO THE OVERALL DESIGN OF THE BUILDING.



A PEDESTRIAN ENTRANCE TO THE TRASH ENCLOSURE SHALL BE PROVIDED SO THAT THE LARGE ACCESS GATES DO NOT HAVE TO BE OPENED AS OFTEN.



OFFICE/RESIDENTIAL

DESIGN GUIDELINES

District 4 - Office/Residential

4. Office/Residential District

The intent of the office/residential district is to preserve the character of the existing residential neighborhoods while providing for the orderly and logical conversion or transition to compatible office uses as the market allows. The office/residential district area shall maintain its character as a traditional residential neighborhood through the preservation of historic residential structures and the establishment of guidelines for new construction remodels and renovation that will ensure a residential scale and character. The pedestrian friendly environment in this area is also a priority. Unifying the streets with street trees and continuous sidewalks will further enhance the pedestrian friendly environment. Streetscape elements consistent with the Downtown Core elements such as; street lights, trash receptacles, and benches placed in appropriate locations will visually unify and tie together this district to the Core.

The following topics are addressed in the guidelines:

1. Conversion of Residences to Office buildings*
2. New residential structures
3. New office structures

The following are guideline topics in this district:

4. Site Design
5. Building Mass and Scale
6. Building Form and Roofline
7. Building Entrances
8. Building Materials and Colors
9. Windows & Doors
10. Screening of Utilitarian Equipment and Trash Enclosures
11. Signage
12. Lighting
13. Outdoor Space
14. Parking and Circulation
15. Disabled-Accessible Ramps and Railing
16. Fire Apparatus
17. Roof Drainage
18. Mailboxes

*It is assumed that office uses will not convert to residential uses.

1. Conversion of Residences to Office buildings

a Conversion of residential to office buildings shall occur in a contiguous fashion, not "leap frog" over other residences where possible in order to preserve residential neighborhoods.

b Historic residential structures shall remain intact.

c Upon conversion, the renovated office use shall improve the overall quality of the structure and site.

d Spaces in office buildings shall be designed so that they can be leased to more than one tenant.

e Office outdoor spaces shall be designed to respect the privacy of adjacent residential structures.

2. New Residential Structures

a New residential structures shall be designed to respect the traditional architectural character and scale of the existing neighborhood.

3. New Office Structures

a Office structures shall be designed to have 360 degrees (all elevations) of architectural façade treatment.

b Spaces in office buildings shall be designed so that they can be leased to more than one tenant.

c Office outdoor spaces shall be designed to respect the privacy of adjacent residential structures.

d New office buildings shall be designed to respect the architectural character of the existing residential neighborhood.

e It is not necessary that new office structures be built to look like a home as long as they maintain the traditional architectural character of the existing neighborhood.

f New office structures shall include a combination of courtyard entrances, porches, parkways, rear parking, seasonal landscaping planters, and architectural embellishments.

4. Site Design

a Infill or redevelopment projects shall give careful consideration to existing surrounding building and any unique architectural features.

b Site plans shall balance the need to provide adequate vehicular access, with the need to eliminate unnecessary driveway entrances and provide access points which are coordinated with other properties.

c The interface between two or more properties shall be designed so that there are no barriers or other elements emphasizing property boundaries.

d Buildings shall be designed to incorporate existing circulation, natural landscaping, sunlight, and shall not obstruct attractive views such as prominent landmarks, vistas, historical buildings, and the natural environment.



SIGNAGE SHALL BE IN SCALE AND ARCHITECTURALLY COMPATIBLE WITH THE BUILDING.

e Special attention shall be given to building orientation and articulation on corner lots. Prominent architectural features such as building entries shall be located at and oriented towards the corners and intersections.

f Buildings are encouraged to have a unique identity but shall integrate design elements from adjacent structures such as height, roof forms, window treatments, and architectural style.

g Structures shall implement the use of natural daylight and cooling design techniques. The most effective design strategy is a narrow floor plan that provides the opportunity for increased daylight, better views to the exterior and more potential for natural ventilation.



THIS RESIDENTIAL/OFFICE BUILDING'S ENTRANCE IS ARTICULATED WITH A PROJECTING WALL PLANE.

h Varied front setbacks are encouraged to help create visually interesting streetscapes.

i Varied side yard setbacks help to create different sized yards and private patio areas. This maximizes the use of land and enhances dwelling privacy.

j When adjacent to an existing two-story building, new single-story buildings shall have raised foundations (min 2') in order to appear in scale with the adjacent structures.



VARIATION IN ROOF AND WALL PLANES HELP BREAK UP THE FRONT FACADE.

5. Building Mass and Scale

a Each building shall have a recognizable base, body, roof line and entry.

b A variety of front yard setbacks, lot widths and varying one and two story homes will help to create a diversity of architectural massing along the street.

c Varying materials between base and body of a building can break long wall planes.

d Massing design may include:
- Variation in the wall plane (project and recess)
- Variation in wall height
- Roof located at different levels

e Vary the planes of the exterior walls in depth and/or direction.

f Building scale can be reduced through proper use of window patterns, roof overhangs, siding, awnings, moldings, fixtures, landscaping, and other details.

g The upper story of a two-story structure shall be stepped back in order to reduce the scale of the facades that face the street.

h Architectural elements that add visual interest, scale, and character to the neighborhood such as bays, bay windows, recessed or projecting balconies, porches, etc. are encouraged.



BY RAISING THE FOUNDATION, THIS BUILDING APPEARS TO BE IN SCALE WITH LARGER ADJACENT BUILDINGS.

i Architectural treatments such as awnings, moldings, pilasters, etc. are encouraged.



A FRONT PORCH GIVES THIS OFFICE BUILDING A RESIDENTIAL FEELING.



THIS STAIRCASE HELPS TO DEFINE THE ENTRY TO THIS OFFICE BUILDING.



THIS ENTRY FEATURE CLEARLY EMPHASIZES THE ENTRANCE OF THE OFFICE BUILDING.

6. Building Form and Roofline

a Multi-form roofs, gabled and shed roof combinations are encouraged to create an interesting and varying roof line that will decrease the mass of the building, and add visual articulation.

b Roof materials and colors are important aspects of the overall building design. They shall be consistent with the desired architecture and complementary to adjacent structures.

c Roofs covering the entire home such as hips and gables are preferred over mansard roofs and segmented pitched roofs applied at the building edge.

d Parapets shall have sufficient articulation of detail such as precast treatments, continuous banding or projecting cornices, lentils, caps, corner details, or variety in pitch.

7. Building Entrances

a The building entryway shall be designed as a significant aspect of the buildings overall composition and shall be easily identifiable and accessible.

b Recessed or projecting building entry ways shall be included in the design as they help to break up the building's mass and prevent a barrack-like façade.

c The incorporation of balconies, porches, and patios at the entry help to give the structure a 'neighborhood' type feel. They are also encouraged for both practical and aesthetic value.

8. Building Materials and Colors

a Where appropriate, "green materials" such as recycled plastic roofing tiles, certified lumber, and no-voc paint shall be used provided that they fit the historic character and style of Downtown Turlock.

b The selection and placement of building materials shall provide visual interest at the pedestrian level.

c Different parts of a building's façade shall be articulated by use of color, arrangement of façade elements, changes in materials, or other features.

d Details such as wall surfaces constructed with patterns, changes in materials, building pop-outs, columns, or recessed areas to create shadow patterns and depth on the wall surfaces shall be used.

e The darkest colors and materials of the buildings color palette shall be used at the base of the building in order to "ground" the building.

f Large areas of intense light color shall be avoided. While more subdued colors usually work best for overall building color, bright or accent colors are typically appropriate for trim, windows, doors, and key architectural elements.

g Flat muted colors shall be used to reduce sun glare on wall planes. Avoid using bright "hospital" whites.

h Door and window trims, awnings, and wall tiles provide opportunity for color that adds interest and texture to storefronts or building bases. Color of trim shall be coordinated with wall colors.

i Colors shall coordinate with natural/unpainted materials used on the facades such as river rock, pressure treated wood, tile, brick, and stone.

j Materials tend to appear substantial and integral when material changes occur at changes in the plane. Material or color changes at the outside corners of the structure gives an impression of thinness and artificiality, which shall be avoided. At a minimum, material shall wrap around the façade 4'.

k Use of materials that building adjacent buildings and their surroundings is encouraged.

9. Windows & Doors

a Locate windows to maximize daylight and views.

b Use skylights, roof monitors, or light wells to add daylight to upper floors.

c At the street level, windows shall have pedestrian scale and detail. The framing provides opportunity for color variation and detail.

d Windows and doors shall be of the same architectural style.

e Windows may be combined with wall planters at their base or use a base material that has color and texture such as ceramic tiles, brick, river rock, or raised wood panels.

f Window type, material, shape, and proportion shall complement the architectural style of the building entry.

g Windows and doors shall be designed as accent elements with details such as shutters, moldings, and lights.



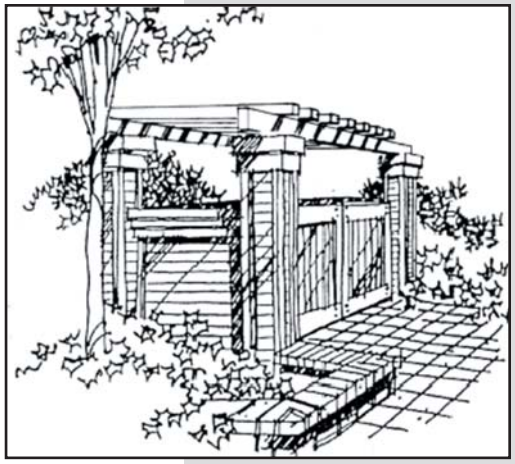
AT THE STREET LEVEL, WINDOWS SHALL HAVE PEDESTRIAN SCALE AND DETAIL. THIS SHOP IMPROVES THE PEDESRIAN ATMOSPHERE BY INCORPORATING WINDOW DISPLAYS.

10. Screening of Utilitarian Equipment and Trash Enclosures

a Utility service areas shall be part of the early building design process, rather than as an afterthought at the construction document phase.

b All utility equipment including, but not limited to, electric and gas meters, electrical panels, cable boxes, and junction boxes shall be located in a utility room/ closet within the building.

c Where screening is required, a combination of elements shall be used including solid masonry walls, berms and landscaping.



A COMBINATION OF ELEMENTS SUCH AS LANDSCAPING AND TRELLIS SHALL BE USED TO SCREEN TRASH ENCLOSURES.



MONUMENT SIGNS THAT USE SIMILAR COLORS AND MATERIALS AS THE MAIN BUILDING, SUCH AS THIS, ARE APPROPRIATE FOR RESIDENTIAL/OFFICE CONVERSIONS.



SIGNS THAT REFLECT THE TYPE OF BUSINESS THROUGH DESIGN AND GRAPHIC FORM AND COMPLEMENT BUILDING ARCHITECTURE SHALL BE USED.



MONUMENT SIGNS THAT REFLECT THE TYPE OF BUSINESS THROUGH GRAPHIC FORM AND COMPLEMENTARY BUILDING MATERIALS IS ENCOURAGED.

d Any outdoor equipment, whether on a roof, side of a structure, or on the ground shall be appropriately screened from view and shall not be placed adjacent to public ways. The method of screening shall be architecturally integrated with the adjacent structure in terms of materials, color, shape and size.

e Where feasible, transmission power lines and other mechanical equipment shall be placed underground to maximize safety and minimize visual distraction.

f New electrical, telephone, cable television, mechanical equipment and other distribution lines shall be placed underground.

g All new on-site connections and utilities shall be installed underground

h Trash/Recycling enclosures shall be designed to be consistent with the design of the building architecture. Similar or the same building materials shall be used on the enclosure as the buildings.

i In addition to incorporating a similar architectural style, landscaping shall be incorporated into the design as an additional screen.

j Every non-residential property shall provide a trash enclosure that is capable of handling the refuse generated by that site.

11. Signage

Signs play an important role in the success of any business by providing identification and necessary advertising. When signs are integrated into the building design, they provide a personal quality that contributes to the ambiance of the Downtown and streetscape, especially unique signs. Conversely, signs may intrude upon pleasant surroundings when they are applied as an afterthought. Signage is particularly important in this district of office, commercial and residential uses. These guidelines are intended to balance the legitimate advertising needs of businesses with the need to prevent visual clutter and protect the traditional residential character of the district.

a The sign regulations and guidelines are stated in section 9-2-500ART. of the City's Zoning Ordinance and shall be adhered to at all times.

b Signs shall coordinate with the building design, materials, color, size, and placement.

c Signs reflecting the type of business through design, shape, or graphic form shall be used.

d The method of sign attachment to the building shall be integrated into the overall sign design chosen.

e Signs shall not cover up windows or important architectural features.

f Sign variety is encouraged among different users.

g Flush mounted signs shall be positioned within architectural features, such as the window/panel above the storefront or flanking the doorways.

h Flush mounted signs shall align with others in the "center" so as to maintain the existing pattern.

i Signs shall be externally illuminated or internal illumination shall be limited to letters only.

j Hanging signs attached to buildings that project perpendicular to the building shall be a minimum of 8' from ground level to the bottom of the sign. Signs that project shall be small and reflect the use of the business by incorporating symbols or logos of the business.

k Lighting of all exterior signs shall be directional to illuminate the sign without producing glare on pedestrians, autos, or into adjacent residential units.



MONUMENT SIGN MATERIALS SHALL BE CONSISTENT WITH IT'S CORRESPONDING BUILDING .

12. Lighting

Effective lighting provides safety and direction for vehicles and pedestrians, visibility and security for businesses, while enhancing architectural building and landscape details. These guidelines apply to on-site lighting for private structures in parking areas and lights associated with the building.

a Lighting types shall include pole lights, spotlighting, wall-mounted sconces, parking and landscape lighting.

b Light fixtures shall be designed or selected to be architecturally compatible with the main structure or theme of the building.

c The quality of light, level of light as measured in footcandles, and the type of bulb or source shall be carefully addressed. Lighting levels shall not be so intense as to draw attention to the glow or glare of the site.

d Exposed bulbs shall not be used. Cut-off lighting is preferred.

e Uplighting of building elements and trees shall use the lowest wattage possible to minimize impacts to the night sky. Additionally, light sources for wall washing and tree lighting shall be hidden.

f Landscape lighting shall be used to accent walkways and entries and/or seating areas and specimen plants/trees.

g In order to conserve energy, timers and sensors shall be incorporated to avoid unnecessary lighting.

13. Outdoor Spaces

a Outdoor spaces shall be recognized as "outdoor rooms" on the site.

b Outdoor spaces shall have clear, recognizable shapes that reflect careful planning and are not "left over" areas between structures.

c Outdoor spaces shall provide pedestrian amenities such as benches, shade, fountains, public art, etc.

d Outdoor spaces shall take into consideration local climatic characteristics such as sunshine, cold, shade, and heat that radiates from the ground.



THE ADDITION OF BENCHES AND TABLES MAKE OUTDOOR SPACES MORE USABLE.

14. Parking and Circulation

These guidelines are intended to ensure that parking lot designs are attractive and functional, while at the same time meet parking regulations.

a Site plans shall balance the need to provide adequate vehicular access, with the need to eliminate unnecessary driveway entrances and provide reciprocal access points which are coordinated with other properties.



PARKING LOTS SHALL BE LOCATED AT THE REAR OF THE BUILDING OR IN PARKING "COURTS".

b The site area adjacent to the street shall not be dominated with parking. Parking shall be concentrated in areas behind buildings and away from the street when possible access via alleyways is encouraged.

c Parking access points, whether located on front, side, or rear streets, shall be located as far as possible from street intersections so that adequate stacking room is provided.

d Parking lots on corner sites shall not be placed adjacent to the street edge.

e Structures and on-site circulation systems shall be located to minimize pedestrian/vehicle conflicts where possible.

f Screening at the periphery of all parking lots shall be provided.

g A 36" to high berm, headlight hedge, or masonry wall shall be provided to screen any parking at the street periphery or adjacent residence. A combination of walls, berms, and landscape material is highly recommended.

h When walls are used to screen parking, breaks shall be provided to allow pedestrian circulation, and the walls shall be low enough for safety and security purposes.

i Walls shall be finished and designed to complement building surrounding structures.

15. Disabled-Accessible Ramps and Railing

a Guardrails shall building the architectural style of the building.

b Ramps shall be integrated into the site design creating functional or unique spaces.

16. Fire Apparatus

a Consideration shall be given to the design of new and remodeled structures to incorporate easy access to fire apparatuses which shall be installed per the City and County Requirements.

b Access for fire apparatus shall be part of the planning process so as not to disrupt the visual integrity of a structure.

17. Roof Drainage

a Roof drainage shall be carried in gutters and down spouts into on-site dry-wells. All gutters and downspouts shall be designed to complement the architecture of the building.

18. Mailboxes

a Common box mailbox enclosure shall be designed similar in form, materials, and color to the surrounding buildings.

b Mailboxes shall be located in alcoves away from the streetscape.

19. Streetscapes

a Lighting fixture style shall be consistent with the style currently used in the Downtown Core.

b Lighting fixtures in this district shall be no taller than ten feet (10').

c Lighting fixture shall have only one luminiare instead of two in order to distinguish the Office/Residential district from the Downtown Core.

d Minimum five foot (5') concrete sidewalks shall be used in this district with parkway strips separating sidewalks from the street.

e Street furnishings (benches, bike racks, trash cans, and planting containers) shall remain consistent with the existing furnishings in the Downtown Core.

f Tree species and grates shall remain consistent with those used in the Downtown Core.

g Street trees shall be planted where needed at 30' o.c. in parkway strips or in tree wells with grates if necessary.

h A minimum five foot (5') parkway strip shall be installed with the development of new buildings if it is consistent with the existing environment.

i Street signs shall be consistent with those used in the Downtown Core



STREET SIGNS SHALL BE CONSISTENT WITH THOSE USED IN THE DOWNTOWN CORE.

Part 4 - Implementation

The following section outlines a series of recommended steps to be taken in conjunction with, or following approval of, this Downtown Zoning Regulations and Design Guidelines document. Each of these implementation measures are intended to reinforce what the Downtown Regulation District Zoning and Design Guidelines set out to accomplish. Each of the implementation measures are listed by the Overlay District to which they apply.

District 1 Downtown Core

- Amend the City Zoning Ordinance, Section 9-3-302. Use Classifications Matrix allowing residential dwellings with a Conditional Use Permit (CUP) approval in the CC Zone. Add item 2-(a) under Additional Use Regulations. Item 2-(a) to read: "Multi-Family Residential is allowed in the CC Zone only when permitted by overlay regulations and shall be subject to the Overlay District regulations."

District 1-A Downtown Core Transition

- Complete a Zone change and General Plan Amendment from Low-Density Residential to Public/Semi-Public at the North Minaret/East Main intersection. This is the only Low-Density Residential within this district.

District 2 Transitional Commercial

- Amend the Medium-Density (MD) Residential property in the westernmost area of District 2 to Community Commercial (CC).

District 3 Industrial/Residential District

- Complete General Plan amendment and Zone change in land use designation from Industrial (I) to High-Density Residential (RH) along the north side of B Street, north to the district boundary.

- Amend the General Plan and Zoning for the block along South Broadway currently designated Heavy Commercial (CH), High-Density Residential (RH) and Commercial (CC) to High-Density Residential (RH).

- Adopt the following policy for this District Overlay Zone:

  Residential uses within the Industrial/Residential District Overlay Zone will only be permitted when the Base Zone and General Plan are amended to Residential High-Density. Conversion of land will only be permitted when property is contiguous to other High-Density Residential property within the District. By this policy, it is the intent of the City to encourage the provision of High-Density Residential for the purpose of meeting City-wide affordable housing demands.

District 4 Residential/Office Overlay District

- Rezone the property on the north side of East Olive from Denair Avenue to North Center Street and extending up to Wolf Avenue from Community Commercial (CC) to Commercial Office (CO).

- In addition, adopt the following policy:

  Community Commercial (CC) designated property north and east of the Downtown Core and Golden State Boulevard shall be limited to properties contiguous to the Downtown Core.

City Standards

- The City Municipal Services Department shall establish a streetscape prototype with specific models, colors and style of street lighting and street furniture as an adopted City standard. This streetscape prototype shall complement as described in the Design Guidelines, the streetscape and signage utilized within the Downtown Core.

- Signal light standards shall be replaced over time with a consistent historic style at designated gateway intersection locations. As an interim measure to enhance the aesthetic character of these intersections, the existing light standards can be painted to match the green color of the historic lighting within the Downtown Core.

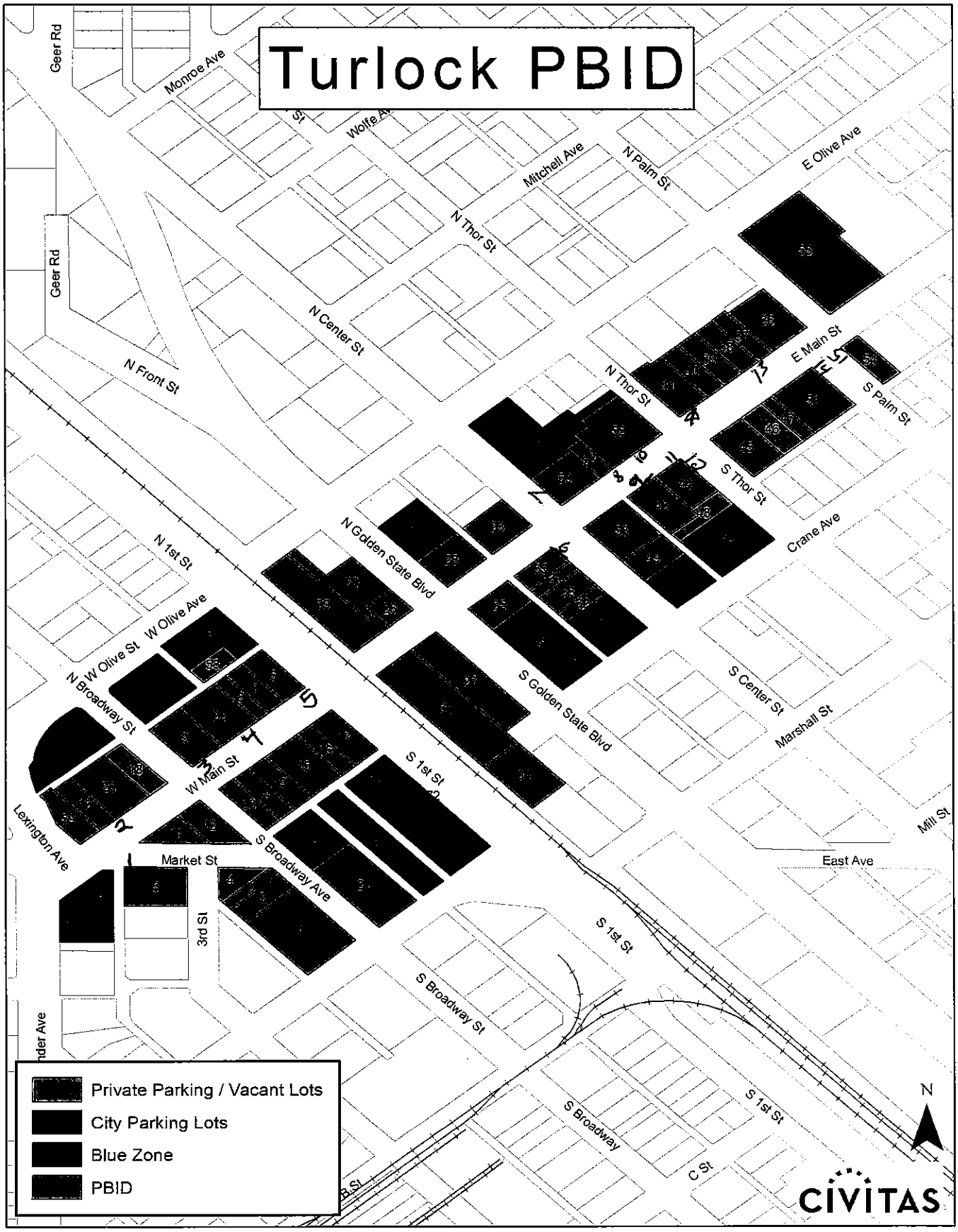
- The City shall consider adoption of an outdoor dining/sidewalk café ordinance for the Downtown Core and perhaps application throughout the City. The basic requirements for outdoor dining and sidewalk cafes are outlined in the Design Guidelines Section of this document.

Appendix A

Turlock Beautification Master Plan

Chapter V - Gateway Zones

Attachment B



AGREEMENT BETWEEN CITY OF TURLOCK
AND
TURLOCK DOWNTOWN PROPERTY OWNER'S ASSOCIATION
FOR IMPLEMENTATION OF MANAGEMENT DISTRICT PLAN
(Downtown Property and Business Improvement District 2013)
Contract # 13-061

THIS AGREEMENT is made this 12th day of November 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California ("City"), and the **TURLOCK DOWNTOWN PROPERTY OWNERS ASSOCIATION**, a nonprofit corporation, ("Organization").

W I T N E S S E T H:

WHEREAS, the Property and Business improvement District Law of 1994, (California Streets and Highway Code Section 33600 et seq.) (the "PBID Law") authorizes the CITY to form a Property and Business Improvement District within the City; and

WHEREAS, on August 6, 1998, the CITY approved Resolution No. 1998-153 declaring the intention to form a Downtown Property and Business Improvement District for five years; and

WHEREAS, on June 24, 2003, the CITY approved Resolution No. 2003-147 to renew the PBID for a period of ten years; and

WHEREAS, on July 9, 2013, the City Council held a public hearing regarding the establishment of the PBID and the levy of the assessment, and at the conclusion of the hearing determined that a majority protest against the proposed PBID assessment did not exist, whereupon the City Council adopted Resolution No. 2013-114, incorporated herein, establishing the Downtown Property and Business Improvement District 2013-1 ("PBID") for a ten year term expiring on December 31, 2023; and

WHEREAS, the Downtown PBID Management District Plan and related Engineer's Report, (collectively "Management Plan"), incorporated herein, variously describes the properties within the exterior boundaries of the PBID to be assessed and benefitted, the method and amount of assessment, and the activities and improvements to be funded by the assessment; and

WHEREAS, the Management Plan indicates that the Organization, with a board of directors consisting primarily of property owners within the District as required by and in full compliance with the Management Plan, will provide the activities and any improvements described in the Management Plan and otherwise be charged with managing the PBID's day-to-day operations including determining budgets, assessment rates and monitoring service delivery; and

WHEREAS, the PBID Law requires that the City contract with the nonprofit corporation designated in the Management Plan, whereupon the Organization, as PBID owner's association will be subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), and the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all documents relating to activities of the PBID; and

WHEREAS, the parties desire that the Organization act as "Owner's Association" for the PBID, upon the terms and conditions herein; and

WHEREAS, in December 17, 2014, the Organization's Board of Directors considered and approved this Agreement; and

WHEREAS, on November 12, 2013, the Turlock City Council considered and authorized this Agreement.

NOW, THEREFORE, in consideration of the above recitals and for other good and sufficient consideration, the City and Organization agree as follows:

ARTICLE I

RECITALS

All the foregoing recitals are true and correct and incorporated herein by this reference as fully set forth herein.

ARTICLE II

DOWNTOWN PBID MANAGEMENT, MAINTENANCE, ADMINISTRATION & RESERVE

The Property Business Improvement District (hereinafter "PBID") which is managed by the Turlock Downtown Property Owners Association (hereinafter "TDPOA") will carry out and enforce the specific contract items below.

A. TDPOA – ORGANIZATION'S OBLIGATIONS

Landscape Contract. The TDPOA shall negotiate and contract for the cleaning and maintenance of the landscape and hardscape included within the boundaries of the PBID as set forth in the plan attached hereto as exhibit C. The TDPOA shall be solely responsible for supervising and maintaining the performance of the contract. The existing landscaping contract is attached hereto as exhibit B.

Management Plan. Provide all the activities and any and all improvements described in the Management Plan and otherwise administer and implement the Management Plan.

Initial Report. For fiscal year July 1, 2014-June 30, 2015, of the first year of operation, TDPOA shall submit to the City a written estimate of the PBID's budget for the next year. The estimate must include the amount of any anticipated increase in the assessment.

Annual Reports. By May 1st of each year of operation after the first year, submit to the City a written report in accordance with Streets and Highways Code section 36650 describing the Organization's activities in the previous calendar year.

Subcontracts and Procurement. Award and administer all subcontracts necessary for providing the activities and any and all improvements. For subcontracts of $25,000 or more, utilize a fair and documented competitive process which awards activities to the best value provider and awards improvements to the lowest price responsive and responsible bidder, by:

(1) soliciting proposals (for activities) and bids (for improvements);

(2) utilize a fair and documented competitive process which awards activities to the best value provider and awards improvements to the lowest price responsive and responsible bidder;

(3) make a written "Bid Record" for bid awards, after the subcontract is awarded (the Bid Record must list the name and amount bid for each bidder and include the facts supporting the award of the subcontract to the successful bidder). For any subcontract, upon request, provide the City with a copy of the subcontract, documentation and the Bid Record as applicable. Notwithstanding the foregoing, and to the extent consistent with controlling law and regulations, the TDPOA shall seek participation in subcontracting and procurement from within the PBID boundaries to the extent feasible.

Compliance with Laws. Comply with all federal, state, and local laws, including The Ralph M. Brown Act (Government Code § 54950 et seq.) ("Brown Act") whenever matters within the subject matter of the PBID are heard, discussed, or deliberated, and the California Public Records Act (Government Code § 6250 et seq.) for all documents relating to activities of the PBID; the Organization shall ensure that its board members will undertake training on the Brown Act, which may consist of self- study materials, an online course, or in-person training; and secure all necessary permits and authorizations for work on public property or within public right-of-ways such as sidewalks, alleys, streets, pedestrian malls, public easements, public buildings, and public-parking areas.

Work Product. All plans, studies, specifications, data magnetically or otherwise recorded on computer or computer disks or CDs, records, files, reports, etc., in possession of Organization relating to the matters covered by this Agreement shall be the property of the City, and Organization hereby agrees to deliver the same to the City upon termination of the Agreement.

Database. Maintain a complete database of assessed properties within the PBID. Update the database at least once each year to reflect changed conditions and to reflect accurately the status of assessed parcels. Provide a copy of the data base when submitting the annual reports.

Indemnity. Organization shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Organization or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Organization's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers.

If Organization should subcontract all or any portion of the work to be performed under this Agreement, Organization shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This subsection shall survive termination or expiration of this Agreement.

Insurance. Throughout the life of this Agreement, Organization shall pay for and maintain in full force and affect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "AVII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

$1,000,000 per occurrence for bodily injury and property damage
$1,000,000 per occurrence for personal and advertising injury
$2,000,000 aggregate for products and completed operations
$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee. Defense costs shall be provided as an additional benefit and not included within the above limits of liability. In the event Organization purchases an Umbrella or Excess insurance policy (ies) to meet the minimum limits of insurance set forth above, this insurance policy (ies) shall "follow form" and afford no less coverage than the primary insurance policy (ies). Organization shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Organization shall also be responsible for payment of any self-

insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) Organization shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after a 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Organization shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Organization shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Organization's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Organization shall furnish City with all certificate(s) and applicable endorsements affecting coverage required hereunder.

All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee prior to City's execution of the Agreement and before work commences. Upon request of City, Organization shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy.

This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of the Agreement or any extension, Organization or any of its contractors or subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Organization of its responsibilities under this Agreement. The fact that insurance is obtained by Organization shall not be deemed to release or diminish the liability of Organization, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Organization. Approval or purchase of any insurance Agreements or policies shall in no way relieve from liability nor limit the liability of Organization, its board, officers, employees, agents, volunteers, persons under the supervision of Organization, vendors, suppliers, invitees, consultants, sub-consultants, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

If Organization should contract or subcontract all or any portion of the services to be performed under this Agreement, Organization shall require each contractor or subcontractor to provide insurance protection in favor of City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the contractor's or subcontractor's certificates and endorsements shall be on file with Organization and City prior to the commencement of any work by the contractor or subcontractor.

(j)Independent Contractor Status. The Organization will perform under this Agreement as an independent contractor and will be responsible for any federal, state, or local taxes or fees that apply to payments it receives from the City under this Agreement. The Organization's employees and subcontractors will not be employees of the City and will not be eligible for any benefits provided through the City, including but not limited to social security, health, worker's compensation, unemployment compensation, and retirement benefits. Neither the Organization nor any of its officers, employees, agents, volunteers, or subcontractors are or will be considered to be agents of the City in connection with the Organization's performance under this Agreement.

(k)Records/Audit. During the term of this Agreement, and for four years after the term expires or terminates, the Organization agrees to maintain detailed records pertaining to PBID administration sufficient to provide the basis for an unqualified opinion by an independent auditor, including but not limited to records concerning budgeting, expenditures, subcontracts (e.g., Bid Records), insurance, permits, administrative expenses, and overhead. The Organization agrees to make all such records available to the City at all reasonable times. If the City requests, the Organization will obtain and provide to the City, at the Organization's sole cost, an independent financial audit of the Organization's use of PBID funds for any or all years of the PBID's operation.

(l)Reserve. During the term of this Agreement, the Organization shall establish and maintain a reasonable reserve to provide a contingency for unforeseen PBID program needs and to provide a cushion for assessment delinquencies. Reserve funds can also be utilized to repay PBID start-up loans, and to pay for costs associated with PBID renewal.

(m)Notice of Assessment Adjustment. The Organization shall be responsible to provide notice to County of Stanislaus, by July 15th of each year if the Organization invokes the 2.5% adjustment to the annual assessment.

B. CITY RESPONSIBILITIES:

PBID Administration. Regarding annual PBID proceedings, the City shall coordinate with the Organization regarding Organization's preparation of the assessment spread, assessment roll, annual City Council reports, any noticing by Organization of property owners, and any changes to the PBID's organization or to the cost-spread formulas, all subject to any/all required City Council approvals.

Billing and Collecting. The City shall coordinate with Stanislaus County on the semi-annual levy and collection of PBID assessments. The City may pursue at its discretion, but shall not be obligated under this Agreement to pursue, collection of delinquent PBID assessment payments and related penalties from property owners.

Payments to the Organization. Upon each receipt of collected PBID assessments from the County of Stanislaus, the City shall deduct reasonable and necessary administrative expenses and pay the Organization in trust the balance of the funds within 30 days of receipt from the County of Stanislaus.

Labor Hours. The City will continue to provide a minimum of 16 staff hours per week for maintenance within the PBID.

Public Right of Way. The City shall be responsible for the maintenance and replacement of the following items that are located in the Public Right of Way within the PBID:

(i) Cleaning of all tree wells
(ii) Replacement of fallen trees
(iii) Maintenance and replacement of all tree grates
(iv) Maintenance and replacement of landmark and directional signage
(v) Maintenance and replacement of light posts
(vi) Maintenance and replacement of parking enforcement signage
(vii) Maintenance and replacement of community trash enclosures

Parking Lots. The TDPOA shall contribute funds annually to The City parking lot fund in order to slurry seal and stripe the city owned parking lots located within the PBID every 5 to 7 years. The City shall be solely responsible for all construction and oversight of the parking lots which is beyond the scope of work for the TDPOA. The city shall notify the TDPOA 60 days prior to any construction within the parking lots in order to notify business owners within the district.

(a)The responsibility of the TDPOA shall be limited to the weekly maintenance within the planter areas of the city owned parking lots and the blowing of the parking lot area.

(b)In the event there is destruction by either a manmade or natural disaster it is the responsibility of the City to repair or replace the damaged property including but not limited to; trees, mailboxes, trash enclosures, curbs and power poles.

(c)The City shall be responsible for staying in compliance with specific state and federal ADA regulations pertaining to parking lot signage and striping.

(d) The fiscal year for the TDPOA is from July 1st to June 30th and is referenced below as "Year." The payment schedule for slurry seal of parking lots shall be as follows:

Year 1 – $5,458.86
Year 2 – $5,595.33
Year 3 – $5,735.21
Year 4 – $5,878.59
Year 5 – $6,025.55
Year 6 – $6,176.19
Year 7 – $6,330.60
Year 8 – $6,488.87
Year 9 – $6,651.08
Year 10– $6,817.36

Dumpsters & Trash Enclosures. The responsibilities of the City within the Dumpster and Trash Enclosure areas shall include but not limited to the following:

(a)In the event a dumpster enclosure located within the city owned parking lot is not being used by a PBID business or property owner then the City shall be responsible for keeping the enclosure clean otherwise it is the responsibility of the TDPOA to maintain and or enforce the cleaning of the enclosures that are used by TDPOA business or property owners.

ARTICLE III

. General Provisions:

(a) General Fund Not Liable. Neither the taxing authority, nor the bonding capacity, nor the general fund, nor any other fund or monies of the City other than actual PBID revenues received from the County Auditor Controller will be liable for payment of any obligations arising from this Agreement. Those obligations are not a debt of the City, nor are they a legal or equitable pledge, charge, lien, or encumbrance upon any of the City's property, income, receipts, or revenues. This Agreement embodies all of the Organization's reimbursement rights, and the City is not required to execute any additional note or document.

(b) Equal Opportunity Employment. The Organization represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age or other prohibited criteria.

(c) Notices. To be effective, any notice concerning this Agreement must be served by placing it in the US. Mail, addressed as set forth below, with postage prepaid (registered or certified mail, return receipt requested):

To the City:

City of Turlock
City Manager's Office
156 South Broadway, Suite 230
Turlock, California 95380

To the Organization:

Turlock Downtown Property Owners Association
Attention: Director
P.O. Box 1327
Turlock, California 95381

A notice will be considered delivered two business days after the date of deposit in the US. Mail. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this subsection.

(d) Effective Date, Term, and Early Termination. This Agreement becomes effective on upon its complete execution by the parties. The term of this Agreement begins on the effective date and ends at 11:59 pm. on December 31, 2023. The City may terminate this Agreement early if it determines that the Organization:

(1) Has misappropriated funds, committed malfeasance, or violated any law in providing the activities and improvements described in the Management Plan or in otherwise administering and implementing the Management Plan; or

(2) Has materially breached this Agreement and has failed to cure the breach within 30 days after receiving the City's written demand for cure. Following early termination, the Organization will do all of the following as expeditiously as is reasonably possible: terminate all of its activities on behalf of the PBID, pay all obligations and administration costs it incurred on behalf of the PBID, and return to the City all remaining PBID funds and all assets acquired with PBID funds. The City will hold all returned funds and assets on behalf of the PBID.

(e) Attorneys' Fees. The prevailing party in any litigation or arbitration brought to enforce this Agreement will be entitled to recover reasonable attorneys' fees and costs incurred in connection with the litigation or arbitration, through final resolution.

(f) Interpretation and Venue. Time is of the essence of this Agreement, which is to be interpreted and applied in accordance with California law. Any litigation concerning this Agreement must be brought and prosecuted in the Stanislaus County Superior Court.

(g) Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.

(h) Entire Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement sets forth the parties' entire understanding regarding the subjects covered, it supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those subjects (whether written, oral, express, or implied) and may be modified only by another written agreement signed by both parties.

(i) Counterparts. The parties may execute this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same Agreement.

(j) Authorized Agents. Except as otherwise provided by law, all notices expressly required of City and not otherwise specifically provided for, shall be effective only if signed by the City Manager of the City, or his/her designee. Organization's contact person for purposes of this Agreement shall be its Director. The City's contact person for purposes of this Agreement shall be its Assistant to the City Manager for Economic Development and Housing.

(k) Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment.

(l) Amendment. This Agreement may be modified only by written instrument duly authorized and executed by all the parties.

(m) Conflict of Interest. Organization shall comply, and require any of its subcontractors to comply, with all laws and regulations including, without limitation, conflict of interest laws, such as Government Code 1090 et. seq., the California Political Reform Act (Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq). At any time, upon written request of City, Organization shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Organization and the respective subcontractor(s) are in full compliance with all laws and regulations. Organization shall take, and require any subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Organization shall immediately notify City of these facts in writing.

(n)PBID Funds held in Trust. All PBID assessments and funds in the possession/control of the Organization hereunder are the property of the PBID and shall be held in trust by the Organization solely for the benefit of the PBID.

IN WITNESS WHEREOF, and intending to be legally bound hereby, City has caused this Agreement to be executed on its behalf by a duly authorized officer, and Organization has caused this Agreement to be executed on its behalf by a duly authorized officer, all as of the day and year first written above.

CITY OF TURLOCK,
a California municipal corporation

By: _____
Michael I. Cooke, Interim City Manager

Date: 3/3/16

TURLOCK DOWNTOWN PROPERTY OWNER'S ASSOCIATION

By: _____
John Jaureguy, President

Date: 12/19/2014

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

City Council Staff Report
April 11, 2023

From: Reagan M. Wilson, City Manager

Prepared by: Reagan M. Wilson, City Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager, or their designee, to negotiate a ground lease agreement and any collateral agreements, in a form approved by the City Attorney, with Custom Containers 915 for transitional housing units, for homeless veterans and seniors

2. SYNOPSIS:

The City needs to increase the number of transitional housing to meet the needs of the portion of the homeless population committed to improvement. This facility would provide forty-five (45) studio apartments and five (5) one-bedroom apartments. As part of this program to assist the homeless, there may be opportunities to focus on seniors and veterans.

3. DISCUSSION OF ISSUE:

The City issued RFP 23-004 requesting proposals for Affordable and/or Transitional Housing Development Opportunities on a City-owned site located at 701 S. Walnut Road within the Turlock city limits. The site is close to retail and food sources; is further than 2,500 feet of a school and has existing transit services.

The City received two (2) qualified proposals. Public Works staff formed the committee to review the proposals and screen them to ensure responsiveness to the RFP. The committee reviewed and scored all written proposals based upon the evaluation criteria set for in the scoring rubric.

Proposals Received	
Vendor	*Date Received*
Custom Containers 915	3/15/23
Community Health Centers of America	3/15/23

After review, the committee recommended Custom Containers 915 as the developer the City should negotiate with to achieve the Affordable and/or Transitional Housing Development project.

Exclusive of land costs, Custom Containers 915 has estimated the development expenses of the project as $9,952,500 and annual operating expenses as $588,500. Under the State Housing Department, there are funds under Homekey that we are

recommending be pursued. The deadline for submission of applications is April 30, 2023. As stated in the RFP, the City would contribute the land through a long-term, low cost land lease or other terms negotiated with the developer.

4. BASIS FOR RECOMMENDATION:

A. The Council has established as a priority the development of transitional housing.
B. Of the two (2) vendors, Custom Containers 915 scored the highest during the review.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The proposal relies upon Custom Containers 915 securing state and federal funding for the project.

6. STAFF RECOMMENDATION:

A. Recommend Approval

7. CITY MANAGER'S COMMENTS:

This facility will move the City forward in dealing with the unsheltered homeless situation. This facility, plus a day care facility (currently being negotiated) along with proposed ordinance changes such as unlawful camping and loitering should bring the City in compliance with recent court decisions. More importantly, there should be a substantial reduction in the number of the unsheltered.

8. ENVIRONMENTAL DETERMINATION:

This action does not meet the definition of a project under CEQA.

9. ALTERNATIVES:

A. Council could choose not to enter into the agreement with Custom Containers 915. Staff does not recommend this alternative because the proposal received by Customer Containers 915 is a satisfactory response to the City's RFP process and would address the identified need to provide temporary housing for eligible members of the public.

10. ATTACHMENTS:

A. Draft Resolution
B. Fee Proposal from Response to RFP
C. Site Map

Attachment A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO NEGOTIATE A GROUND LEASE AGREEMENT AND ANY COLLATERAL AGREEMENTS, IN A FORM APPROVED BY THE CITY ATTORNEY, WITH CUSTOM CONTAINERS 915 FOR TRANSITIONAL HOUSING UNITS, FOR HOMELESS VETERANS AND SENIORS	**RESOLUTION NO. 2023-XXX**

WHEREAS, the City issued Request for Proposal (RFP) No. 23-004 for Affordable and/or Transitional Housing Development Opportunities on February 21, 2023; and

WHEREAS, the City requested proposals for qualified non-profit or for-profit developers to develop affordable and/or transitional housing on a site with income limits up to 80% of the Area Median Income or lower if required by the proposed funding source; and

WHEREAS, the site is approximately 2.5-acres of city-owned land located at 701 S Walnut Rd, Turlock, CA 95380; and

WHEREAS, the City considered proposals to develop fifty (50) units total, forty-five (45) studios and five (5) 1-bedroom units; and

WHEREAS, the City will contribute the land through a long-term, land lease or other terms negotiated with the awardee; and

WHEREAS, the City received two (2) qualified proposals and after review, the scoring committee selected Custom Containers 915 as the developer the City should negotiate with to achieve the Affordable and/or Transitional Housing Development.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager, or their designee, to negotiate a ground lease agreement and any collateral agreements, in a form approved by the City Attorney, with Custom Containers 915 for transitional housing units, for homeless veterans and seniors.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of April 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Fee Proposal

Development Expenses

CC915 Turlock will pursue Homekey funding in order to fund the development of this project. The estimated expenses and funding request for this development are listed below.

Development Costs		Amount	Comments
Manufacturing			
	Containers	$200,000	
	Fire	$300,000	
	Insulation	$250,000	
	Siding	$250,000	
	Drywall	$25,000	
	Flooring	$60,000	
	Casp Review	$5,000	
	Doors	$200,000	
	Windows	$15,000	
	Steel	$50,000	
	Wood	$25,000	
	Backing	$10,000	
	Showers	$100,000	
	Counters	$75,000	
	Cabinets	$100,000	
	Weather Proof	$15,000	
	Refrigerators	$75,000	
	Water Heaters	$85,000	
	Mini Splits	$200,000	
	Sinks	$25,000	
	Trim	$25,000	
	Misc	$250,000	
	Shipping	$200,000	Cost of moving container homes from TX to CA
	Subtotal	***$2,540,000***	
Trades			
	Architect (Design and Supervision)	$275,000	Container Design, Site Layout, Civil/Management Oversight
	Electric	$350,000	
	Plumbing	$170,000	
	HVAC	$250,000	
	CC915 Labor	$650,000	
	Consulting	$185,000	
	Subtotal	***$1,605,000***	
Site Prep			
	General Contractor	$3,400,000	
	Urban Greening	$100,000	Trees, plants, landscaping
	Fencing/Security	$212,500	6' high steel fence, security cameras, lighting, etc.
	Connection/Impact Fees	$390,000	Environmental Studies, Local Development Impact Fees, Permit Processing, Water/Sewer Connection Fees, School/Park Fees, etc.
	Furnishings	$310,000	Beds, Bedding, Kitchen Equipment/Utensils, etc. All units come fully furnished.
	Subtotal	***$4,412,500***	
Other Misc Expenses		$650,000	Contingency, Reserve, Legal, etc
Contractor Profit/Overhead		$745,000	
	GRAND TOTAL	**$9,952,500**	Estimate of Cost for Homekey Funding, Land Cost Not Included

Operating Expenses

CC915 Turlock will pursue tenant-based VASH vouchers and project-based HUD vouchers in order to fund the operating cost of this project. The estimated operating expenses are listed below.

Qty	Employee Job Title	Cost	Hours	Comments
1.0	On-Site Manager	$104,000	2080	Also covers maintenance and assists supportive services
1.0	Supportive Services Staff	$0	TBD	Case Manager provided by VA
1.0	Project Manager / Security	$72,000	2080	
1.0	Project Administration	$60,000	2080	
	Utilities	$95,000		Water, sewer, electricity for common areas, trash
	Supplies	$10,000		
	Contracts	$30,000		Extermination, grounds maintenance, cleaning
	Security	$25,000		
	Repairs	$12,500		
	Taxes	$45,000		
	Insurance	$40,000		
	Administrative Expenses	$50,000		
	Reserves	$45,000		
	TOTAL	$588,500		

Attachment C

An approximate 2.5 acre parcel to be carved out from this general area where the pin drop is located.

