City Council Agenda

APRIL 14, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

choose civility
www.stanoe.org/civility

**and via teleconference:
Simon Fraser University LDC 222
8888 University Drive
Burnaby, B.C. Canada V5A 1S6
Telephone (778) 782 4080

Mayor
Gary Soiseth

Council Members
William DeHart, Jr. **Steven Nascimento**
Matthew Jacob **Amy Bublak**
Vice Mayor

City Manager
Roy W. Wasden
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

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.

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.

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: City of Turlock Volunteers, accepted by Jessie Dhami
B. *Proclamation*: Stanislaus County National Library Week, accepted by Diane Bartlett
C. *Proclamation*: California Safe Digging Month, accepted by Joe Branston
D. *Proclamation*: Implementation of Stage Three Emergency Water Shortage Plan and all Correlating Water Conservation Initiatives, accepted by Michael Cooke

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Drought Update, City Water Conservation Strategic Plan, and Public Announcement on Stage Three Restrictions *(Cooke)*

2. Capital Projects and Building Activity *(Pitcock)*

C. PUBLIC PARTICIPATION

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 five (5) 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.

No action or discussion may be undertaken on any item not appearing on the posted agenda, except that Council may refer the matter to staff or request it be placed on a future agenda.

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

B. DISCLOSURE OF EX PARTE COMMUNICATIONS

1. Public Hearing Item 7A is a quasi-judicial proceeding. Council should disclose the following information if applicable

   a. State for the public record the nature of the communication; and
   b. With whom the ex parte communication was made; and
   c. A brief statement as to the substance of the communication.

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*: Accepting Demands of 3/5/15 in the amount of $593,899.89; Demands of 3/12/15 in the amount of $776,032.62; Demands of 3/19/15 in the amount of $1,808,427.46

B. *Motion*: Accepting Minutes of Special Meeting of March 17, 2015; Minutes of Special Meeting/Workshop of March 17, 2015; Minutes of Regular Meeting of March 24, 2015

C. *Motion*: Approving Contract Change Order No. 1 in the amount of $800 (Fund 215) for City Project No. 13-34, "Intersection Improvements at Christoffersen Pkwy. and Fosberg Rd. CML-5165 (073)," bringing the contract total to $341,444

D. *Motion*: Approving Addendum No. 1 to the January 13, 2015 approved agreement with ASSY ABLOY, of Elk Grove, California, for City Project No. 14-69, "Public Safety Facility –Door Replacement"

E. 1. *Motion*: Making the determination that City Project No. 15-31, "Gemstone Way Electrolier," is exempt from the provisions of CEQA in accordance with Section 15303

2. *Motion*: Awarding bid and approving an agreement in the amount of $11,457 (Fund 302) with Darrale Patrias Electrical Contractor Inc., of Turlock, California, for City Project No. 15-31, "Gemstone Way Electrolier"

F. *Resolution*: Approving the 2014 General Plan Implementation Report

G. *Resolution*: Approving the 2015 Update to the City of Turlock CEQA Implementation Guidelines

H. *Motion*: Approving Amendment No. 1 to the Agreement between the City of Turlock and Badger Meter, Inc., to add National Meter & Automation, Inc., as a distributor for water meters

I. *Motion*: Approving the service agreement with Howk Systems of Modesto, California, for pump repair services for City Water Well Sites for the Municipal Services Department, in an amount not to exceed $90,000, for a period of twelve (12) months

J. *Resolution*: Appropriating $20,000 to revenue account number 269-60-614-381.34143 "State Department of Housing & Community Development Grant" and $20,000 to expense account 269-60-614-381.51270 "Construction Project" for the Fiscal Year 2014/15 budget to allow staff to begin work on the Montana Neighborhood Park project

K. *Motion*: Approving a five (5) year lease agreement between the State of California, Military Department and the City of Turlock for the use of two (2) acres located at Soderquist Field, 1040 Flower Street, Turlock, California, for recreational purposes

L. *Motion*: Rejecting Claim for Damages filed by Carol Skooglund

6. FINAL READINGS: None

7. PUBLIC HEARINGS

Challenges in court to any of the items listed below, may be limited to only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Turlock City Council at, or prior to, the public hearing.

A. Request for approval establishing a lien for payment for the abatement of certain weeds, obnoxious growth and other debris on property and abandoned vehicles that are a nuisance to the public. (*Gomez)*

Recommended Action:
Resolution: Assessing properties for abatement costs and establishing a lien for payment

B. Request to repeal and replace Turlock Municipal Code Title 9, Zoning Ordinance, in its entirety and approve an amnesty program for cargo containers permits. *(Whitmore)*

Recommended Action:
Ordinance: Repealing and Replacing Turlock Municipal Code Title 9, Zoning Ordinance, in its entirety

Motion: Approving an amnesty program for cargo container permits, as follows:

1) A delay in the enforcement of the provisions listed in the modified TMC 9-2-125 (Cargo Containers) for a period of 6 months; and

2) A reduction in the planning permitting fees for cargo container permits for a 6-month period, as follows, and subsidize the permitting fees with General Fund revenues:

a) Reduce the cost of the Minor Discretionary Permit required for commercial and industrial zoned properties from $1,475 to $345; and

b) Reduce the cost of the Minor Administrative Approval required for residential zoned properties from $345 to $170.

C. Request to amend Section 9-2-125 (Mobile Food Facilities) of Title 9 (Zoning Regulations) of the City of Turlock Municipal Code to Prohibit the Issuance of a Mobile Food Facility Permit on Private Property Located in Certain Downtown Overlay Districts. *(Whitmore)*

Recommended Action:
Ordinance: Amending Section 9-2-125 (Mobile Food Facilities) of Title 9 (Zoning Regulations) of the City of Turlock Municipal Code to Prohibit the Issuance of a Mobile Food Facility Permit on Private Property Located in Certain Downtown Overlay Districts

8. SCHEDULED MATTERS:

A. Request to authorize the rejection of all bids submitted by RFB No. 15-313 for four (4) Pickup Trucks and one (1) Sport Utility Vehicle for Municipal Services Department and Parks, Recreation & Public Facilities Department, pursuant to Turlock Municipal Code §2-7-09(c)(4) and approve the purchase of four (4) Pickup Trucks and one (1) Sport Utility Vehicle through the State of California Contract No. 1-14-23-20A from Downtown Ford Sales of Sacramento, for Municipal Services Department and Parks, Recreation & Public Facilities Department, in an amount not to exceed $123,909, without compliance to the formal bid procedure, in accordance with Turlock Municipal Code §2-7-09(b)(5). *(Cooke)*

Recommended Action:
Motion: Authorizing the rejection of all bids submitted by RFB No. 15-313 for four (4) Pickup Trucks and one (1) Sport Utility Vehicle for Municipal Services Department and Parks, Recreation & Public Facilities Department, pursuant to Turlock Municipal Code §2-7-09(c)(4)

Motion: Approving the purchase of four (4) Pickup Trucks and one (1) Sport Utility Vehicle through the State of California Contract No. 1-14-23-20A from Downtown Ford Sales of Sacramento, for Municipal Services Department and Parks, Recreation & Public Facilities Department, in an amount not to exceed $123,909, without compliance to the formal bid procedure, in accordance with Turlock Municipal Code §2-7-09(b)(5)

B. Request to approve a short term General Fund loan in an amount not to exceed $38,000 to the Housing Program Services Department for the rehabilitation and sale of the property located at 1055 Vermont Avenue, Unit #101, in Turlock, California and appropriate $38,000 to account number 110-10-112.47320_004 "Repair Program – Vermont Property" to be funded from Fund 110 "General Fund" reserve balance to fund the short term loan for the rehabilitation. *(Pitt)*

Recommended Action:
Resolution: Approving a short term General Fund loan in an amount not to exceed $38,000 to the Housing Program Services Department for the rehabilitation and sale of the property located at 1055 Vermont Avenue, Unit #101, Turlock, California

Resolution: Appropriating $38,000 to account number 110-10-112.47320_004 "Repair Program – Vermont Property" to be funded from Fund 110 "General Fund" reserve balance to fund the short term loan for the rehabilitation of 1055 Vermont Avenue, Unit #101, Turlock, California

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

Councilmembers may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

11. CLOSED SESSION: None

12. ADJOURNMENT

2A

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: Municipal Volunteer Partnership Program, Volunteers in Police Services, Police Explorers, Fire Explorers, 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 Volunteers in the City of Turlock programs is 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 our society's problems 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 a wage in excess of $40,000; 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 men and women 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, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim our gratitude and admiration to the past and future members of our community to honor 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, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 14th day of April, 2015.

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GARY SOISETH, MAYOR, City of Turlock,
County of Stanislaus, State of California

2.B

IN HONOR OF

STANISLAUS COUNTY NATIONAL LIBRARY WEEK

April 12-18, 2015

WHEREAS, reading and literacy are cornerstones of a free and democratic society; and

WHEREAS, libraries support democracy and effect social change through their commitment to providing equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, or socio-economic status; and

WHEREAS, literacy is key to achieving personal success in school, in business and in life; and

WHEREAS, libraries and librarians open up a world of possibilities through innovative programming and through the power of reading; and

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to technologies; and

WHEREAS, libraries offer 24/7 access to library services through online resources such as eBooks, eMagazines, downloadable audiobooks, music, and movies, online language instruction, and research databases; and

WHEREAS, libraries partner with parents and caregivers to empower children with the knowledge and skills necessary for successful participation in school; and

WHEREAS, libraries continually grow and evolve in how they provide for the needs of every member of their communities; and

WHEREAS, librarians are actively building partnerships in the community and reaching out to parents, children and low-literate adults; and

WHEREAS, libraries provide free resources such as employment searches, test preparation materials and computer training classes; and

WHEREAS, libraries, librarians, library workers and supporters in Stanislaus County are celebrating National Library Week.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim April 12-18, 2015 as **"STANISLAUS COUNTY NATIONAL LIBRARY WEEK"** in the City of Turlock and urge everyone to visit their local library to take advantage of the wonderful resources available, provided through the voter-approved 1/8-cent sales tax dedicated to the support of libraries.

IN WITNESS WHEREOF, I, GARY SOISETH,
Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 14th day of April, 2015.

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GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

2C

IN SUPPORT OF

CALIFORNIA SAFE DIGGING MONTH

April 2015

WHEREAS, the 811 "Call Before You Dig" program is a vital public education and awareness program that will help keep Californians safe, and education is the key to promoting safe digging practices; and

WHEREAS, excavators, homeowners, and professional contractors can save time and money while making California's communities a safer place to live and work by dialing 811 in advance of all digging projects; and

WHEREAS, utility lines are often buried only a few inches underground, making them easy to strike and cause damage and harm even during shallow excavation projects; and

WHEREAS, more than 170,000 underground utility lines are struck each year in the United States and approximately 33 percent of all digging damages in the United States result from not calling 811 before digging; and

WHEREAS, undesired consequences, such as service interruption, outages, damage to public and private infrastructure and property, damage to the environment, personal injury, and death, are risked by failing to call 811 before digging or safely marking utility lines; and

WHEREAS, as California's economy continues to recover from the recession and the state's economic recovery stimulates new construction, new construction requires supporting infrastructure, and California's underground utility infrastructure is jeopardized by unintentional damage caused by those who fail to call before digging; and

WHEREAS, the free notification service provided by Underground Service Alert of Northern California and Nevada has dramatically reduced the number of accidents causing property damage, personal injury, and interruption of vital services; and

WHEREAS, California public agencies should enforce California Government Code 4216 regarding safe excavation practices, permitting and civil penalties.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim April 2015 as **"CALIFORNIA SAFE DIGGING MONTH"** in the City of Turlock and encourage all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 14th day of April, 2015._____

GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

2D

IN SUPPORT OF
IMPLEMENTATION OF STAGE THREE EMERGENCY WATER SHORTAGE PLAN AND ALL CORRELATING WATER CONSERVATION INITIATIVES

APRIL 2015

WHEREAS, the State of California is in the fourth year of a drought and is experiencing record dry conditions; and

WHEREAS, on April 25, 2014 the Governor of the State of California proclaimed a continued State of Emergency to exist throughout California due to the ongoing drought; and

WHEREAS, on April 1, 2015 the Governor of the State of California issued Executive Order B-29-15 further imposing restrictions due to the severely depleted water supply in California; and

WHEREAS, the Governor's Executive Order includes a 25% water use reduction mandate and directs local urban water suppliers and municipalities to implement their local water shortage contingency plans immediately; and

WHEREAS, the City of Turlock has developed a Water Conservation Strategic Plan (WCSP) with the intent to further reduce overall water consumption, lessen demand on the local water supply, and comply with State mandated targets for water use reduction; and

WHEREAS, the current drought situation necessitates the implement of Stage Three of the City of Turlock's Emergency Water Shortage Plan and increased water conservation initiatives throughout the City.

NOW, THEREFORE, I, GARY SOISETH, 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 the **Implementation of Stage Three of the City of Turlock's Emergency Water Shortage Plan and all correlating water conservation initiatives,** and urge all citizens to work together to save water in every way possible.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 14th day of April, 2015.

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GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 3/5/15 IN THE AMOUNT OF $593,899.89; DEMANDS OF 3/12/15 IN THE AMOUNT OF $776,032.62; DEMANDS OF 3/19/15 IN THE AMOUNT OF 1,808,427.46	**RESOLUTION NO. 2015-**

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:
3/5/15	$593,899.89
3/12/15	$776,032.62
3/19/15	$1,808,427.46

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of April, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 2/27/2015 - To Payment Date: 3/5/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
101332	03/03/2015	Open			Accounts Payable	DISNEYLAND HOTEL	$907.92		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$907.92			
101333	03/03/2015	Open			Accounts Payable	DISNEYLAND HOTEL	$30.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$30.00			
101334	03/03/2015	Open			Accounts Payable	SOUSA, MARY	$88.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$88.00			
101335	03/03/2015	Open			Accounts Payable	Stanislaus County Explorer Post #226	$60.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$60.00			
101336	03/03/2015	Open			Accounts Payable	Stanislaus County Sheriff's Department - EVOC	$405.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$405.00			
101337	03/04/2015	Open			Utility Management Refund	ALCARAZ, KATLYNN, M	$55.47		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1.10			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1.43			
	420 - WATER			420.11000 (Cash)		$52.94			
101338	03/04/2015	Open			Utility Management Refund	ARMAS, TAMMY, J	$98.78		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$98.78			
101339	03/04/2015	Open			Utility Management Refund	BALSWICK TIRE SHOP	$51.45		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$28.95			
	420 - WATER			420.11000 (Cash)		$22.50			
101340	03/04/2015	Open			Utility Management Refund	COLBY, DONNA	$199.11		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$199.11			
101341	03/04/2015	Open			Utility Management Refund	COLLUM, DEBRA, MICHELLE	$132.22		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$0.84			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1.43			
	420 - WATER			420.11000 (Cash)		$129.95			
101342	03/04/2015	Open			Utility Management	GRIGGS, JOANI	$199.26		

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Payment Register

From Payment Date: 2/27/2015 - To Payment Date: 3/5/2015

			Refund			
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$0.84	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1.43	
	420 - WATER		420.11000 (Cash)		$196.99	
101343	03/04/2015	Open	Utility Management Refund	KINCAID, NATHAN		$100.10
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$100.10	
101344	03/04/2015	Open	Utility Management Refund	KING, BRIAN		$172.73
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$0.84	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1.43	
	420 - WATER		420.11000 (Cash)		$170.46	
101345	03/04/2015	Open	Utility Management Refund	RAMIREZ, GABRIEL O		$131.78
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$131.78	
101346	03/04/2015	Open	Utility Management Refund	RAWLINGS, LYNETTE		$34.30
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$34.30	
101347	03/04/2015	Open	Utility Management Refund	REYES PONCE, ANA, LAURA		$105.09
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$105.09	
101348	03/04/2015	Open	Utility Management Refund	ROBBINS, JAMES		$201.76
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$201.76	
101349	03/04/2015	Open	Utility Management Refund	SAINI, CHANDER		$183.12
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$183.12	
101350	03/04/2015	Open	Utility Management Refund	SERPA, MARK		$17.44
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$17.44	
101351	03/04/2015	Open	Utility Management Refund	SINGH, JATINDER		$194.57
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$194.57	
101352	03/04/2015	Open	Utility Management Refund	STEINPRESS, POLLY		$285.09
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$285.09	

Payment Register

From Payment Date: 2/27/2015 - To Payment Date: 3/5/2015

101353	03/04/2015	Open	Utility Management Refund	WOODWARD, TIMOTHY, JOHN		$47.30
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$47.30	
101354	03/05/2015	Open	Accounts Payable	3T EQUIPMENT CO INC		$2,763.99
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,763.99	
101355	03/05/2015	Open	Accounts Payable	A & A PORTABLES INC		$172.29
	Paying Fund		Cash Account		Amount	
	301 - Capital Improvements		301.11000 (Cash)		$172.29	
101356	03/05/2015	Open	Accounts Payable	A-Z BUS SALES INC		$286.37
	Paying Fund		Cash Account		Amount	
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$286.37	
101357	03/05/2015	Open	Accounts Payable	ABS DIRECT INC		$5,300.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$5,300.00	
101358	03/05/2015	Open	Accounts Payable	AFLAC		$5,500.49
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$5,500.49	
101359	03/05/2015	Open	Accounts Payable	AFLAC GROUP INSURANCE		$2,679.99
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$2,679.99	
101360	03/05/2015	Open	Accounts Payable	ALL VALLEY SMOG INC		$272.25
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$24.75	
	217 - Streets - Gas Tax		217.11000 (Cash)		$24.75	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$49.50	
	420 - WATER		420.11000 (Cash)		$123.75	
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$49.50	
101361	03/05/2015	Open	Accounts Payable	AMERICAN MESSAGING		$26.77
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$26.77	
101362	03/05/2015	Open	Accounts Payable	AMERICAN MESSAGING		$28.96
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$28.96	
101363	03/05/2015	Open	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC		$274.44
	Paying Fund		Cash Account		Amount	
	502 - Engineering		502.11000 (Cash)		$274.44	
101364	03/05/2015	Open	Accounts Payable	AT & T		$31.34
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$31.34	
101365	03/05/2015	Open	Accounts Payable	AT&T / CALNET 2		$5,479.27
	Paying Fund		Cash Account		Amount	

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	110 - General Fund	110.11000 (Cash)		$4,758.62	
	205 - Sports Facilities	205.11000 (Cash)		$40.87	
	255 - CDBG	255.11000 (Cash)		$13.53	
	405 - Building	405.11000 (Cash)		$13.06	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$310.81	
	420 - WATER	420.11000 (Cash)		$68.10	
	426 - Transit - Fixed Route	426.11000 (Cash)		$67.97	
	501 - Information Technology	501.11000 (Cash)		$88.75	
	502 - Engineering	502.11000 (Cash)		$14.12	
	505 - Fleet	505.11000 (Cash)		$103.44	
101366	03/05/2015 Open	Accounts Payable	AT&T INFO SYSTEM		$366.89
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$366.89	
101367	03/05/2015 Open	Accounts Payable	AT&T MOBILITY		$56.66
	Paying Fund	Cash Account		Amount	
	501 - Information Technology	501.11000 (Cash)		$56.66	
101368	03/05/2015 Open	Accounts Payable	AVAYA INC		$12.07
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$12.07	
101369	03/05/2015 Open	Accounts Payable	BSN SPORTS INC		$1,286.44
	Paying Fund	Cash Account		Amount	
	205 - Sports Facilities	205.11000 (Cash)		$1,286.44	
101370	03/05/2015 Open	Accounts Payable	CAL TRAFFIC SIGNS INC		$5,120.80
	Paying Fund	Cash Account		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$2,560.40	
	225 - Transportation Tax	225.11000 (Cash)		$2,560.40	
101371	03/05/2015 Open	Accounts Payable	CHAMPION INDUSTRIAL		$328.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$328.00	
101372	03/05/2015 Open	Accounts Payable	CHARTER COMMUNICATIONS		$149.45
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$149.45	
101373	03/05/2015 Open	Accounts Payable	COMBINED BENEFITS ADMIN C		$117,128.48
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$117,128.48	
101374	03/05/2015 Open	Accounts Payable	COMBINED BENEFITS ADMIN-		$4,192.28
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$4,192.28	
101375	03/05/2015 Open	Accounts Payable	COMBINED BENEFITS ADMIN/		$1,169.62
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$1,169.62	
101376	03/05/2015 Open	Accounts Payable	COMMUNITY VETERINARY CLIN		$179.00
	Paying Fund	Cash Account		Amount	

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	110 - General Fund	110.11000 (Cash)		$49.00	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$120.00	
	266 - Police Services Grants	266.11000 (Cash)		$10.00	
101377	03/05/2015 Open		Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$175.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$175.00	
101378	03/05/2015 Open		Accounts Payable	DELTA WIRELESS & NETWORK	$142.50
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$142.50	
101379	03/05/2015 Open		Accounts Payable	DF ENGINEERING INC	$770.00
	Paying Fund	Cash Account		Amount	
	306 - North Turlock Master Plan	306.11000 (Cash)		$770.00	
101380	03/05/2015 Open		Accounts Payable	DOWNEY BRAND ATTORNEYS	$975.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$975.00	
101381	03/05/2015 Open		Accounts Payable	ENGEO INC.	$1,585.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,585.00	
101382	03/05/2015 Open		Accounts Payable	EQUIFAX	$18.76
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$18.76	
101383	03/05/2015 Open		Accounts Payable	FARIA, JAMIE	$242.00
	Paying Fund	Cash Account		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$242.00	
101384	03/05/2015 Open		Accounts Payable	FASTENAL COMPANY INC	$936.76
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$936.76	
101385	03/05/2015 Open		Accounts Payable	GARTON TRACTOR INC	$1,511.45
	Paying Fund	Cash Account		Amount	
	205 - Sports Facilities	205.11000 (Cash)		$1,511.45	
101386	03/05/2015 Open		Accounts Payable	GOMES & SONS INC, JOE M	$12,671.60
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$6,990.21	
	205 - Sports Facilities	205.11000 (Cash)		$240.29	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,007.81	
	246 - Landscape Assessment	246.11000 (Cash)		$849.42	
	405 - Building	405.11000 (Cash)		$166.56	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,191.85	
	420 - WATER	420.11000 (Cash)		$544.45	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$857.18	
	426 - Transit - Fixed Route	426.11000 (Cash)		$772.45	
	502 - Engineering	502.11000 (Cash)		$51.38	
101387	03/05/2015 Open		Accounts Payable	GRAINGER INC, W W	$609.56

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	Paying Fund		Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$609.56
101388	03/05/2015	Open		Accounts Payable	GRIGGS, MELISSA	$140.00
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$140.00
101389	03/05/2015	Open		Accounts Payable	HD SUPPLY WATERWORKS LTD	$245.69
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$245.69
101390	03/05/2015	Open		Accounts Payable	HOLT OF CALIFORNIA INC	$872.14
	Paying Fund		Cash Account			Amount
	205 - Sports Facilities		205.11000 (Cash)			$872.14
101391	03/05/2015	Open		Accounts Payable	HSQ INC	$1,200.02
	Paying Fund		Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$1,200.02
101392	03/05/2015	Open		Accounts Payable	HUB INT'L OF CA INS SVC	$226.16
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$226.16
101393	03/05/2015	Open		Accounts Payable	HUNTINGTON COURT REPORTER	$2,880.66
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$2,880.66
101394	03/05/2015	Open		Accounts Payable	ING LIFE INSURANCE AND	$26.00
	Paying Fund		Cash Account			Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			$26.00
101395	03/05/2015	Open		Accounts Payable	JCS PROPERTIES LLC	$1,414.07
	Paying Fund		Cash Account			Amount
	625 - Successor Agency - LMI		625.11000 (Cash)			$1,414.07
101396	03/05/2015	Open		Accounts Payable	KEENAN & ASSOCIATES	$17,875.00
	Paying Fund		Cash Account			Amount
	510 - Workers Compensation Ins		510.11000 (Cash)			$17,875.00
101397	03/05/2015	Open		Accounts Payable	KELLY'S BACKFLOW SERVICES, PAUL, HOWARD	$1,937.25
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$1,937.25
101398	03/05/2015	Open		Accounts Payable	KEY SEAL PRODUCTS INC	$598.14
	Paying Fund		Cash Account			Amount
	217 - Streets - Gas Tax		217.11000 (Cash)			$598.14
101399	03/05/2015	Open		Accounts Payable	LEHIGH HANSON INC	$207.07
	Paying Fund		Cash Account			Amount
	217 - Streets - Gas Tax		217.11000 (Cash)			$207.07
101400	03/05/2015	Open		Accounts Payable	MADRUGA BROS ENT INC	$199.50
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$150.50
	255 - CDBG		255.11000 (Cash)			$3.50

	405 - Building	405.11000 (Cash)		$3.50	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$24.50	
	420 - WATER	420.11000 (Cash)		$7.00	
	502 - Engineering	502.11000 (Cash)		$10.50	
101401	03/05/2015 Open		Accounts Payable	MAGIC SANDS MOBILE HOME PARK	$281.07
	Paying Fund	Cash Account		Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)		$281.07	
101402	03/05/2015 Open		Accounts Payable	MME	$3,068.92
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,068.92	
101403	03/05/2015 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$155.16
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$155.16	
101404	03/05/2015 Open		Accounts Payable	MULBERRY MOBILE PARK	$167.73
	Paying Fund	Cash Account		Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)		$167.73	
101405	03/05/2015 Open		Accounts Payable	NAPA AUTO PARTS	$34.21
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$12.88	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$21.33	
101406	03/05/2015 Open		Accounts Payable	NESTLE WATERS NORTH AMERICA	$374.06
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$22.03	
	246 - Landscape Assessment	246.11000 (Cash)		$22.04	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$329.99	
101407	03/05/2015 Open		Accounts Payable	NEXT LEVEL PARTS INC	$669.73
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$14.20	
	217 - Streets - Gas Tax	217.11000 (Cash)		$322.27	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$208.22	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$86.79	
	426 - Transit - Fixed Route	426.11000 (Cash)		$38.25	
101408	03/05/2015 Open		Accounts Payable	NORTH AMERICAN TITLE CO	$50,000.00
	Paying Fund	Cash Account		Amount	
	255 - CDBG	255.11000 (Cash)		$25,000.00	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)		$25,000.00	
101409	03/05/2015 Open		Accounts Payable	P G & E	$41.46
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$41.46	
101410	03/05/2015 Open		Accounts Payable	PARK MD, VERNON G	$300.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$300.00	

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101411	03/05/2015	Open	Accounts Payable	POLYDYNE INC	$14,109.64
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$14,109.64	
101412	03/05/2015	Open	Accounts Payable	RANDIK PAPER CO	$393.26
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$393.26	
101413	03/05/2015	Open	Accounts Payable	RAY MORGAN COMPANY	$1,862.88
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$1,287.40	
	205 - Sports Facilities		205.11000 (Cash)	$10.60	
	217 - Streets - Gas Tax		217.11000 (Cash)	$1.70	
	246 - Landscape Assessment		246.11000 (Cash)	$1.69	
	405 - Building		405.11000 (Cash)	$29.62	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$362.38	
	420 - WATER		420.11000 (Cash)	$62.53	
	502 - Engineering		502.11000 (Cash)	$106.96	
101414	03/05/2015	Open	Accounts Payable	ROLAND PHD,JOCELYN E	$425.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$425.00	
101415	03/05/2015	Open	Accounts Payable	SAFARILAND LLC	$647.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$647.00	
101416	03/05/2015	Open	Accounts Payable	SHAPE INC	$245.00
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$245.00	
101417	03/05/2015	Open	Accounts Payable	SIEMENS INDUSTRY INC	$4,217.03
	Paying Fund		Cash Account	Amount	
	216 - Streets - Local Transportation		216.11000 (Cash)	$4,217.03	
101418	03/05/2015	Open	Accounts Payable	SIERRA CHEMICAL CO	$288.20
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$288.20	
101419	03/05/2015	Open	Accounts Payable	SMART INDUSTRY PRODUCTS	$3,575.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$893.75	
	217 - Streets - Gas Tax		217.11000 (Cash)	$893.75	
	246 - Landscape Assessment		246.11000 (Cash)	$893.75	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$893.75	
101420	03/05/2015	Open	Accounts Payable	SOUTHWEST SCHOOL &	$426.99
	Paying Fund		Cash Account	Amount	
	270 - Recreation Grants		270.11000 (Cash)	$426.99	
101421	03/05/2015	Open	Accounts Payable	SPRINT	$915.05
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$287.70	

	205 - Sports Facilities	205.11000 (Cash)		$81.85	
	217 - Streets - Gas Tax	217.11000 (Cash)		$126.79	
	246 - Landscape Assessment	246.11000 (Cash)		$99.57	
	270 - Recreation Grants	270.11000 (Cash)		$20.07	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$141.50	
	420 - WATER	420.11000 (Cash)		$114.72	
	505 - Fleet	505.11000 (Cash)		$42.85	
101422	03/05/2015 Open		Accounts Payable	ST. FRANCIS ELECTRIC, INC.	$196,207.78
	Paying Fund	Cash Account		Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$196,207.78	
101423	03/05/2015 Open		Accounts Payable	STANISLAUS CTY SHERIFF	$412.28
	Paying Fund	Cash Account		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$412.28	
101424	03/05/2015 Open		Accounts Payable	STATE OF CALIFORNIA	$3,105.98
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$3,105.98	
101425	03/05/2015 Open		Accounts Payable	STOMMEL, INC.	$2,483.31
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$2,483.31	
101426	03/05/2015 Open		Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund	Cash Account		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$439.13	
101427	03/05/2015 Open		Accounts Payable	T I D	$34,819.74
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$12,537.95	
	205 - Sports Facilities	205.11000 (Cash)		$2,984.21	
	216 - Streets - Local Transportation	216.11000 (Cash)		$2,512.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,081.23	
	420 - WATER	420.11000 (Cash)		$12,129.11	
	426 - Transit - Fixed Route	426.11000 (Cash)		$336.89	
	505 - Fleet	505.11000 (Cash)		$2,238.35	
101428	03/05/2015 Open		Accounts Payable	TOWER ENTERPRISE	$1,039.28
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,039.28	
101429	03/05/2015 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$660.00
	Paying Fund	Cash Account		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$300.00	
	266 - Police Services Grants	266.11000 (Cash)		$360.00	
101430	03/05/2015 Open		Accounts Payable	TURLOCK UNIFIED	$25.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$25.00	
101431	03/05/2015 Open		Accounts Payable	UNIVAR USA INC	$3,951.83
	Paying Fund	Cash Account		Amount	

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,951.83	
101432	03/05/2015 Open		Accounts Payable	US CONF OF MAYORS, THE	$5,269.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$5,269.00	
101433	03/05/2015 Open		Accounts Payable	VERIZON WIRELESS	$1,372.28
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$919.74	
	502 - Engineering	502.11000 (Cash)		$452.54	
101434	03/05/2015 Open		Accounts Payable	WEDDE, DAVID	$115.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$115.00	
101435	03/05/2015 Open		Accounts Payable	WEST PUBLISHING CORPORATION	$144.32
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$144.32	
101436	03/05/2015 Open		Accounts Payable	WESTAMERICA BANK	$50,000.00
	Paying Fund	Cash Account		Amount	
	257 - State HOME Funds	257.11000 (Cash)		$50,000.00	
101437	03/05/2015 Open		Accounts Payable	WESTERN VIEW MOBILE RANCH	$3,125.04
	Paying Fund	Cash Account		Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)		$3,125.04	
101438	03/05/2015 Open		Accounts Payable	WESTFORK ESTATES	$723.70
	Paying Fund	Cash Account		Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)		$723.70	
101439	03/05/2015 Open		Accounts Payable	BACKEROFF, MICHELLE	$100.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$100.00	
101440	03/05/2015 Open		Accounts Payable	City Clerks Association of California	$40.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$40.00	
101441	03/05/2015 Open		Accounts Payable	COOKE, MICHAEL	$266.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$266.00	
101442	03/05/2015 Open		Accounts Payable	EMBASSY SUITES ANAHEIM SOUTH	$20.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$20.00	
101443	03/05/2015 Open		Accounts Payable	Falzone, Barbara	$25.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$25.00	
101444	03/05/2015 Open		Accounts Payable	GONZALES, JOSEPH	$929.09
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$929.09	
101445	03/05/2015 Open		Accounts Payable	GONZALES, RAY, MICHAEL	$564.58

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	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$564.58	
101446	03/05/2015 Open		Accounts Payable	HR SPECIALIST: EMPLOYMENT LAW		$139.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$139.00	
101447	03/05/2015 Open		Accounts Payable	International Town and Gown Association		$400.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$400.00	
101448	03/05/2015 Open		Accounts Payable	Lorenzi, Marie		$327.95
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$327.95	
101449	03/05/2015 Open		Accounts Payable	MELLO, DAVID		$129.38
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$129.38	
101450	03/05/2015 Open		Accounts Payable	MERCHANT, JEANNIE		$131.60
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$131.60	
101451	03/05/2015 Open		Accounts Payable	PITT, MARYN		$152.12
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$152.12	
101452	03/05/2015 Open		Accounts Payable	SACRED HEART SCHOOL		$40.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$40.00	
101453	03/05/2015 Open		Accounts Payable	SINGH, PRABHJOT		$363.30
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$363.30	
101454	03/05/2015 Open		Accounts Payable	THOMAS, CHAD		$80.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$80.00	
101455	03/05/2015 Open		Accounts Payable	TONARELLI, STACEY		$135.14
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$135.14	
Type Check Totals:			124 Transactions			$593,899.89

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	124	$593,899.89	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	124	$593,899.89	$0.00

City of Turlock

Payment Register

From Payment Date: 2/27/2015 - To Payment Date: 3/5/2015

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	124	$593,899.89	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	124	$593,899.89	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**124**	**$593,899.89**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**124**	**$593,899.89**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**124**	**$593,899.89**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**124**	**$593,899.89**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 3/6/2015 - To Payment Date: 3/12/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
101456	03/12/2015	Open			Accounts Payable	AGT BATTERY SUPPLY, LLC	$1,542.69		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,542.69			
101457	03/12/2015	Open			Accounts Payable	AIRGAS NCN	$383.30		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$383.30			
101458	03/12/2015	Open			Accounts Payable	ALL VALLEY SMOG INC	$123.75		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$74.25			
	217 - Streets - Gas Tax			217.11000 (Cash)		$24.75			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		$24.75			
101459	03/12/2015	Open			Accounts Payable	AMERICA'S AUTO GLASS	$35.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$35.00			
101460	03/12/2015	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$322.23		
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		$322.23			
101461	03/12/2015	Open			Accounts Payable	AT&T / CALNET 2	$687.64		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$234.71			
	255 - CDBG			255.11000 (Cash)		$44.77			
	405 - Building			405.11000 (Cash)		$46.97			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$173.13			
	420 - WATER			420.11000 (Cash)		$173.14			
	502 - Engineering			502.11000 (Cash)		$14.92			
101462	03/12/2015	Open			Accounts Payable	AT&T MOBILITY	$3,184.43		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$2,542.64			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$342.85			
	501 - Information Technology			501.11000 (Cash)		$258.14			
	502 - Engineering			502.11000 (Cash)		$40.80			
101463	03/12/2015	Open			Accounts Payable	AT&T/SBC	$67.59		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$67.59			
101464	03/12/2015	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	$43.08		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$43.08			
101465	03/12/2015	Open			Accounts Payable	BERGMAN LANDSCAPE INC	$1,882.41		
	Paying Fund			Cash Account		Amount			

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From Payment Date: 3/6/2015 - To Payment Date: 3/12/2015

	110 - General Fund		110.11000 (Cash)		$1,882.41	
101466	03/12/2015	Open	Accounts Payable	BONANDER TRUCKS		$56.26
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$56.26	
101467	03/12/2015	Open	Accounts Payable	BURTON'S FIRE APPARATUS		$300.35
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$300.35	
101468	03/12/2015	Open	Accounts Payable	CENTRAL VALLEY CONCRETE		$610.90
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$610.90	
101469	03/12/2015	Open	Accounts Payable	CHARTER COMMUNICATIONS		$103.91
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$66.44	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$18.73	
	420 - WATER		420.11000 (Cash)		$18.74	
101470	03/12/2015	Open	Accounts Payable	CITY OF TURLOCK - CASH		$268.61
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$195.56	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$32.30	
	420 - WATER		420.11000 (Cash)		$30.00	
	502 - Engineering		502.11000 (Cash)		$10.75	
101471	03/12/2015	Open	Accounts Payable	COSTCO		$965.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$312.91	
	270 - Recreation Grants		270.11000 (Cash)		$652.09	
101472	03/12/2015	Open	Accounts Payable	CULLIGAN INC		$90.65
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$90.65	
101473	03/12/2015	Open	Accounts Payable	CURTIS & SONS INC, L N		$586.88
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$586.88	
101474	03/12/2015	Open	Accounts Payable	DELTA WIRELESS & NETWORK		$151.80
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$151.80	
101475	03/12/2015	Open	Accounts Payable	DOWNEY BRAND ATTORNEYS		$2,221.50
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,221.50	
101476	03/12/2015	Open	Accounts Payable	EQUIFAX		$24.33
	Paying Fund		Cash Account		Amount	
	255 - CDBG		255.11000 (Cash)		$24.33	
101477	03/12/2015	Open	Accounts Payable	F LODUCA CO		$15,648.47
	Paying Fund		Cash Account		Amount	
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		$15,648.47	

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From Payment Date: 3/6/2015 - To Payment Date: 3/12/2015

101478	03/12/2015	Open	Accounts Payable	HD SUPPLY WATERWORKS LTD	$406.02
	Paying Fund		Cash Account	Amount	
	420 - WATER		420.11000 (Cash)	$406.02	
101479	03/12/2015	Open	Accounts Payable	ITRON INC	$7,825.04
	Paying Fund		Cash Account	Amount	
	420 - WATER		420.11000 (Cash)	$7,825.04	
101480	03/12/2015	Open	Accounts Payable	JORGENSEN & CO INC	$139.64
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$139.64	
101481	03/12/2015	Open	Accounts Payable	KAMPS PROPANE INC	$36.00
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$36.00	
101482	03/12/2015	Open	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	$843.58
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$804.85	
	405 - Building		405.11000 (Cash)	$19.36	
	505 - Fleet		505.11000 (Cash)	$19.37	
101483	03/12/2015	Open	Accounts Payable	L C ACTION	$30,113.67
	Paying Fund		Cash Account	Amount	
	240 - Small Equipment Replacement		240.11000 (Cash)	$30,113.67	
101484	03/12/2015	Open	Accounts Payable	LANGUAGE LINE SERVICES	$10.75
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$10.75	
101485	03/12/2015	Open	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	$50.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$50.00	
101486	03/12/2015	Open	Accounts Payable	MAZE & ASSOCIATES	$6,250.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$6,250.00	
101487	03/12/2015	Open	Accounts Payable	MISSION LINEN SUPPLY INC	$3,019.49
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$593.35	
	205 - Sports Facilities		205.11000 (Cash)	$177.90	
	217 - Streets - Gas Tax		217.11000 (Cash)	$129.92	
	246 - Landscape Assessment		246.11000 (Cash)	$276.72	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,243.58	
	420 - WATER		420.11000 (Cash)	$159.52	
	505 - Fleet		505.11000 (Cash)	$438.50	
101488	03/12/2015	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$2,197.25
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$1,329.75	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$672.67	

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From Payment Date: 3/6/2015 - To Payment Date: 3/12/2015

	502 - Engineering	502.11000 (Cash)			$194.83	
101489	03/12/2015	Open	Accounts Payable	MUNISERVICES LLC		$10,575.46
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$10,575.46	
101490	03/12/2015	Open	Accounts Payable	NAPA AUTO PARTS		$58.60
	Paying Fund	Cash Account			Amount	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$58.60	
101491	03/12/2015	Open	Accounts Payable	NEXT LEVEL PARTS INC		$132.96
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$41.91	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$81.84	
	426 - Transit - Fixed Route	426.11000 (Cash)			$9.21	
101492	03/12/2015	Open	Accounts Payable	OMNI-MEANS INC		$2,196.00
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$2,196.00	
101493	03/12/2015	Open	Accounts Payable	P G & E		$62.12
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$62.12	
101494	03/12/2015	Open	Accounts Payable	PACE SUPPLY CORPORATION		$2,094.02
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$2,094.02	
101495	03/12/2015	Open	Accounts Payable	PACIFIC STORAGE COMPANY		$536.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$505.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$31.00	
101496	03/12/2015	Open	Accounts Payable	PRESORT CTR STOCKTON INC		$456.95
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$438.66	
	420 - WATER	420.11000 (Cash)			$18.29	
101497	03/12/2015	Open	Accounts Payable	PROTECH SECURITY/ELEC INC		$480.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$480.00	
101498	03/12/2015	Open	Accounts Payable	QUEST DIAGNOSTICS		$176.58
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$176.58	
101499	03/12/2015	Open	Accounts Payable	QUICKSCORES LLC		$618.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$618.00	
101500	03/12/2015	Open	Accounts Payable	R & B COMPANY		$1,970.61
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$223.21	
	420 - WATER	420.11000 (Cash)			$1,747.40	
101501	03/12/2015	Open	Accounts Payable	RICHARDS WATSON & GERSHON		$352.44

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From Payment Date: 3/6/2015 - To Payment Date: 3/12/2015

	Paying Fund	Cash Account			Amount
	621 - Successor Agency - Non LMI	621.11000 (Cash)			$352.44
101502	03/12/2015 Open		Accounts Payable	ROLAND PHD,JOCELYN E	$1,425.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,425.00
101503	03/12/2015 Open		Accounts Payable	SAFE-T-LITE CO INC	$112.35
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$112.35
101504	03/12/2015 Open		Accounts Payable	SHARPENING SHOP	$77.19
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$77.19
101505	03/12/2015 Open		Accounts Payable	SIERRA CHEMICAL CO	$12,288.20
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$12,288.20
101506	03/12/2015 Open		Accounts Payable	SIERRA FOOTHILL LAB INC	$275.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$275.00
101507	03/12/2015 Open		Accounts Payable	SOUTHWEST SCHOOL &	$127.32
	Paying Fund	Cash Account			Amount
	270 - Recreation Grants	270.11000 (Cash)			$127.32
101508	03/12/2015 Open		Accounts Payable	STANISLAUS COUNTY DEPT OF ENVIRONMENTAL RESOURCES	$10,111.74
	Paying Fund	Cash Account			Amount
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$10,111.74
101509	03/12/2015 Open		Accounts Payable	T I D	$132,426.85
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,462.89
	216 - Streets - Local Transportation	216.11000 (Cash)			$2,335.07
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$113,056.33
	420 - WATER	420.11000 (Cash)			$15,572.56
101510	03/12/2015 Open		Accounts Payable	TOWER ENTERPRISE	$519.64
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$519.64
101511	03/12/2015 Open		Accounts Payable	TURLOCK DOWNTOWN &	$81,772.29
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			($5,063.00)
	706 - PBID	706.11000 (Cash)			$86,835.29
101512	03/12/2015 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$400,000.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$400,000.00
101513	03/12/2015 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$990.00
	Paying Fund	Cash Account			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$695.00
	266 - Police Services Grants	266.11000 (Cash)			$295.00

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101514	03/12/2015	Open	Accounts Payable	TURLOCK UNIFIED	$81.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$81.00
101515	03/12/2015	Open	Accounts Payable	UNIVAR USA INC	$3,965.12
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3,965.12
101516	03/12/2015	Open	Accounts Payable	US BANK	$6,750.00
	Paying Fund		Cash Account		Amount
	621 - Successor Agency - Non LMI		621.11000 (Cash)		$3,650.00
	705 - NW Triangle Mello Roos (CFD #1)		705.11000 (Cash)		$3,100.00
101517	03/12/2015	Open	Accounts Payable	UTILITY TELEPHONE, INC.	$522.84
	Paying Fund		Cash Account		Amount
	501 - Information Technology		501.11000 (Cash)		$522.84
101518	03/12/2015	Open	Accounts Payable	VAN DE POL ENTERPRISE INC	$1,149.54
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$1,149.54
101519	03/12/2015	Open	Accounts Payable	VERIZON WIRELESS	$134.35
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$134.35
101520	03/12/2015	Open	Accounts Payable	VETERINARY MED CTR INC	$260.00
	Paying Fund		Cash Account		Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$260.00
101521	03/12/2015	Open	Accounts Payable	VINE & SONS INC, ER	$507.79
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$93.36
	205 - Sports Facilities		205.11000 (Cash)		$175.38
	217 - Streets - Gas Tax		217.11000 (Cash)		$23.64
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$215.41
101522	03/12/2015	Open	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	$500.00
	Paying Fund		Cash Account		Amount
	502 - Engineering		502.11000 (Cash)		$500.00
101523	03/12/2015	Open	Accounts Payable	ZALREICH CHEMICAL CO INC	$17,494.28
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$17,494.28
101524	03/12/2015	Open	Accounts Payable	ZUMAR INDUSTRIES INC	$1,240.73
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,240.73
101525	03/12/2015	Open	Accounts Payable	Akin, Shawn	$859.03
	Paying Fund		Cash Account		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		$859.03
101526	03/12/2015	Open	Accounts Payable	American River College	$83.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$83.00

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101527	03/12/2015	Open			Accounts Payable	ETCHELLS, SANDRA	$18.00
	Paying Fund			Cash Account		Amount	
	203 - Animal Fee Forfeiture			203.11000 (Cash)		$18.00	
101528	03/12/2015	Open			Accounts Payable	J & M PHILLIPS ELECTRICAL PLUMBING, INC.	$2,035.00
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		$2,035.00	
101529	03/12/2015	Open			Accounts Payable	Keller, Kathleen	$126.40
	Paying Fund			Cash Account		Amount	
	266 - Police Services Grants			266.11000 (Cash)		$126.40	
101530	03/12/2015	Open			Accounts Payable	MILLER, CARI	$30.00
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		$30.00	
101531	03/12/2015	Open			Accounts Payable	MILLER, WENDY	$10.00
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		$10.00	
101532	03/12/2015	Open			Accounts Payable	ORDAZ, DAVID	$30.00
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		$30.00	
101533	03/12/2015	Open			Accounts Payable	RAMOS, JOSE	$18.00
	Paying Fund			Cash Account		Amount	
	203 - Animal Fee Forfeiture			203.11000 (Cash)		$18.00	
101534	03/12/2015	Open			Accounts Payable	Secretary of State	$40.00
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		$40.00	
101535	03/12/2015	Voided	DEPT REQUESTED	03/16/2015	Accounts Payable	SHEPPHARD, CASSIE	$150.00
	Paying Fund			Cash Account		Amount	
	420 - WATER			420.11000 (Cash)		$150.00	
Type Check Totals:					80 Transactions		$776,032.62

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	$775,882.62	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$150.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	80	$776,032.62	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	$775,882.62	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$150.00	$0.00
	Stopped	0	$0.00	$0.00

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From Payment Date: 3/6/2015 - To Payment Date: 3/12/2015

	Total	80	$776,032.62	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	$775,882.62	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$150.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	80	$776,032.62	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	$775,882.62	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$150.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	80	$776,032.62	$0.00

City of Turlock

Payment Register

From Payment Date: 3/13/2015 - To Payment Date: 3/19/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable										
Check										
101536	03/13/2015	Open			Accounts Payable	CRUZIN' CRITTERS		$350.00		
	Paying Fund			Cash Account			Amount			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			$350.00			
101537	03/13/2015	Open			Accounts Payable	MCGEE, RON		$750.00		
	Paying Fund			Cash Account			Amount			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			$750.00			
101538	03/13/2015	Open			Accounts Payable	NEW WORLD SYSTEMS		$660.00		
	Paying Fund			Cash Account			Amount			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			$660.00			
101539	03/17/2015	Open			Utility Management Refund	BLUE MOUNTAIN AIR		$20.00		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$20.00			
101540	03/17/2015	Open			Utility Management Refund	DAVIS, SCOTT		$226.58		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$226.58			
101541	03/17/2015	Open			Utility Management Refund	FITZPATRICK HOMES		$22.50		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$22.50			
101542	03/17/2015	Open			Utility Management Refund	FITZPATRICK HOMES		$57.98		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$57.98			
101543	03/17/2015	Open			Utility Management Refund	FRANZ, DOUGLAS		$234.72		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$234.72			
101544	03/17/2015	Open			Utility Management Refund	JONES, ERIK D, D		$93.54		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$93.54			
101545	03/17/2015	Open			Utility Management Refund	LANDLORD PROPERTY MANAGEMENT		$93.98		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$93.98			
101546	03/17/2015	Open			Utility Management Refund	MCGEE, SYLVIA		$164.78		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$164.78			
101547	03/17/2015	Open			Utility Management Refund	PARAMONT HOMES INC		$47.94		

Payment Register

From Payment Date: 3/13/2015 - To Payment Date: 3/19/2015

	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$47.94
101548	03/17/2015 Open		Utility Management Refund	RODRIGUEZ, JESUS, SALVADOR	$16.15
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$16.15
101549	03/17/2015 Open		Utility Management Refund	SMITH, CHARLES	$115.71
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$115.71
101550	03/19/2015 Open		Accounts Payable	A & A PORTABLES INC	$478.15
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$79.76
	301 - Capital Improvements	301.11000 (Cash)			$398.39
101551	03/19/2015 Open		Accounts Payable	ALTA PLANNING + DESIGN, INC.	$14,053.10
	Paying Fund	Cash Account			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$14,053.10
101552	03/19/2015 Open		Accounts Payable	AMERICAN DIGITAL CORPORATION	$29,982.64
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$10,170.10
	501 - Information Technology	501.11000 (Cash)			$19,812.54
101553	03/19/2015 Open		Accounts Payable	APPLIED INDUST TECH	$1,806.57
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,806.57
101554	03/19/2015 Open		Accounts Payable	APPLIED PEST MANAGEMENT INC	$100.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$100.00
101555	03/19/2015 Open		Accounts Payable	AT&T/SBC	$32.29
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$32.29
101556	03/19/2015 Open		Accounts Payable	CENTRAL SANITARY SUPPLY	$295.34
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$295.34
101557	03/19/2015 Open		Accounts Payable	CHAMPION INDUSTRIAL	$198.34
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$198.34
101558	03/19/2015 Open		Accounts Payable	CHARTER COMMUNICATIONS	$613.99
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$49.99
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$110.00
	501 - Information Technology	501.11000 (Cash)			$454.00
101559	03/19/2015 Open		Accounts Payable	CITY OF MODESTO	$53,349.00
	Paying Fund	Cash Account			Amount

Payment Register

From Payment Date: 3/13/2015 - To Payment Date: 3/19/2015

	420 - WATER	420.11000 (Cash)		$53,349.00	
101560	03/19/2015 Open		Accounts Payable	CLARK PEST CONTROL INC	$3,261.00
	Paying Fund	Cash Account		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$469.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,517.00	
	420 - WATER	420.11000 (Cash)		$275.00	
101561	03/19/2015 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$174,946.45
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$174,946.45	
101562	03/19/2015 Open		Accounts Payable	CSJVRMA	$135,198.00
	Paying Fund	Cash Account		Amount	
	512 - Casualty Insurance	512.11000 (Cash)		$135,198.00	
101563	03/19/2015 Open		Accounts Payable	FASTENAL COMPANY INC	$518.01
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$518.01	
101564	03/19/2015 Open		Accounts Payable	FINANCIAL CREDIT NETWORK	$653.10
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$317.48	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$185.98	
	420 - WATER	420.11000 (Cash)		$149.64	
101565	03/19/2015 Open		Accounts Payable	GEOANALYTICAL LAB INC	$3,682.06
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,887.89	
	420 - WATER	420.11000 (Cash)		$1,794.17	
101566	03/19/2015 Open		Accounts Payable	GOMES & SONS INC, JOE M	$13,766.74
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$7,366.38	
	205 - Sports Facilities	205.11000 (Cash)		$303.07	
	217 - Streets - Gas Tax	217.11000 (Cash)		$988.67	
	246 - Landscape Assessment	246.11000 (Cash)		$1,217.20	
	405 - Building	405.11000 (Cash)		$137.65	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,273.76	
	420 - WATER	420.11000 (Cash)		$556.22	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$1,200.74	
	426 - Transit - Fixed Route	426.11000 (Cash)		$533.00	
	502 - Engineering	502.11000 (Cash)		$190.05	
101567	03/19/2015 Open		Accounts Payable	GOMES PROPANE	$195.95
	Paying Fund	Cash Account		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$195.95	
101568	03/19/2015 Open		Accounts Payable	GRAINGER INC, W W	$435.87
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$435.87	
101569	03/19/2015 Open		Accounts Payable	GROENIGER & COMPANY	$6,823.43

Payment Register

From Payment Date: 3/13/2015 - To Payment Date: 3/19/2015

	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$6,823.43	
101570	03/19/2015 Open		Accounts Payable	GUY & JOAN GARDNER PARTNERSHIP		$695.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$695.00	
101571	03/19/2015 Open		Accounts Payable	HACH COMPANY		$7,078.30
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$7,078.30	
101572	03/19/2015 Open		Accounts Payable	HARDER'S PRINT SHOP INC		$1,022.45
	Paying Fund	Cash Account			Amount	
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$1,022.45	
101573	03/19/2015 Open		Accounts Payable	INDEPENDENT ELECTRIC INC		$425.61
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$137.17	
	420 - WATER	420.11000 (Cash)			$288.44	
101574	03/19/2015 Open		Accounts Payable	JUSTUS LAWNMOWER SHOP INC		$320.78
	Paying Fund	Cash Account			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$320.78	
101575	03/19/2015 Open		Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC		$61,870.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$33,285.00	
	240 - Small Equipment Replacement	240.11000 (Cash)			$23,785.00	
	501 - Information Technology	501.11000 (Cash)			$4,800.00	
101576	03/19/2015 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC		$241.15
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$241.15	
101577	03/19/2015 Open		Accounts Payable	MODESTO BEE		$249.48
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$249.48	
101578	03/19/2015 Open		Accounts Payable	NAPA AUTO PARTS		$20.41
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$20.41	
101579	03/19/2015 Open		Accounts Payable	NEXT LEVEL PARTS INC		$41.24
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$41.24	
101580	03/19/2015 Open		Accounts Payable	OMNI-MEANS INC		$12,590.26
	Paying Fund	Cash Account			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$12,590.26	
101581	03/19/2015 Open		Accounts Payable	P G & E		$1,201.12
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$950.49	
	217 - Streets - Gas Tax	217.11000 (Cash)			$8.12	

Payment Register

From Payment Date: 3/13/2015 - To Payment Date: 3/19/2015

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$195.85	
	505 - Fleet	505.11000 (Cash)		$46.66	
101582	03/19/2015 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$1,080.67
	Paying Fund	Cash Account		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$621.93	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$302.26	
	420 - WATER	420.11000 (Cash)		$156.48	
101583	03/19/2015 Open		Accounts Payable	PRIME SHINE INC	$80.50
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$77.00	
	405 - Building	405.11000 (Cash)		$3.50	
101584	03/19/2015 Open		Accounts Payable	PROTECH SECURITY/ELEC INC	$217.88
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$217.88	
101585	03/19/2015 Open		Accounts Payable	RANDIK PAPER CO	$578.63
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$578.63	
101586	03/19/2015 Open		Accounts Payable	SAFETY-KLEEN CORPORATION	$148.80
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$148.80	
101587	03/19/2015 Open		Accounts Payable	SAN JOAQUIN VALLEY	$479.00
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$479.00	
101588	03/19/2015 Open		Accounts Payable	SIERRA CHEMICAL CO	$6,144.10
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$6,144.10	
101589	03/19/2015 Open		Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	$937,549.33
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$937,549.33	
101590	03/19/2015 Open		Accounts Payable	T I D	$44,934.86
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$3,230.98	
	216 - Streets - Local Transportation	216.11000 (Cash)		$25,062.36	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$10,266.37	
	420 - WATER	420.11000 (Cash)		$6,375.15	
101591	03/19/2015 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$200,000.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$200,000.00	
101592	03/19/2015 Open		Accounts Payable	US BANK-VISA	$80,336.14
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$32,996.98	
	121 - Tourism-City Share & Econ Devel	121.11000 (Cash)		$96.07	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$470.38	

Payment Register

From Payment Date: 3/13/2015 - To Payment Date: 3/19/2015

	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		$240.50	
	205 - Sports Facilities	205.11000 (Cash)		$4,920.61	
	216 - Streets - Local Transportation	216.11000 (Cash)		$878.23	
	217 - Streets - Gas Tax	217.11000 (Cash)		$3,254.19	
	228 - Park Development Tax	228.11000 (Cash)		$1,941.35	
	246 - Landscape Assessment	246.11000 (Cash)		$1,959.46	
	255 - CDBG	255.11000 (Cash)		$1,651.46	
	265 - Fire Department Grants	265.11000 (Cash)		$1,800.00	
	266 - Police Services Grants	266.11000 (Cash)		$1,431.54	
	270 - Recreation Grants	270.11000 (Cash)		$2,555.52	
	405 - Building	405.11000 (Cash)		$575.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$18,098.92	
	420 - WATER	420.11000 (Cash)		$4,281.30	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$42.36	
	426 - Transit - Fixed Route	426.11000 (Cash)		$1,295.86	
	501 - Information Technology	501.11000 (Cash)		$788.33	
	502 - Engineering	502.11000 (Cash)		$556.51	
	602 - Downtown Improvement Project	602.11000 (Cash)		$501.57	
101593	03/19/2015 Open		Accounts Payable	WARDEN'S OFFICE INC	$24.70
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$24.70	
101594	03/19/2015 Open		Accounts Payable	WILLE ELECTRIC SUPPLY INC	$125.03
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$125.03	
101595	03/19/2015 Open		Accounts Payable	YOSEMITE CHAPTER OF ICC	$50.00
	Paying Fund	Cash Account		Amount	
	405 - Building	405.11000 (Cash)		$50.00	
101596	03/19/2015 Open		Accounts Payable	ZEE MEDICAL SERVICE CO	$33.90
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$33.90	
101597	03/19/2015 Open		Accounts Payable	AMIRFAR, NINO	$220.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$220.00	
101598	03/19/2015 Open		Accounts Payable	CALIFORNIA STATE UNIVERSITY STANISLAUS ATHLETICS	$5,000.00
	Paying Fund	Cash Account		Amount	
	120 - Tourism	120.11000 (Cash)		$5,000.00	
101599	03/19/2015 Open		Accounts Payable	CICLISTAS DEL VALLE CYCLING CLUB, INC.	$1,000.00
	Paying Fund	Cash Account		Amount	
	120 - Tourism	120.11000 (Cash)		$1,000.00	
101600	03/19/2015 Open		Accounts Payable	FULTZ, RICHARD	$372.13
	Paying Fund	Cash Account		Amount	
	502 - Engineering	502.11000 (Cash)		$372.13	

Payment Register

From Payment Date: 3/13/2015 - To Payment Date: 3/19/2015

101601	03/19/2015	Open	Accounts Payable	IDVILLE		$145.50
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$145.50	
101602	03/19/2015	Open	Accounts Payable	JACKSON, ROBERT		$74.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$74.00	
101603	03/19/2015	Open	Accounts Payable	MOORHEAD, BRADLEY		$512.25
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$512.25	
101604	03/19/2015	Open	Accounts Payable	MORAN, DANNY		$99.22
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$99.22	
101605	03/19/2015	Open	Accounts Payable	OATES, BENNY, G		$100.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$100.00	
101606	03/19/2015	Open	Accounts Payable	QUINTERO, KATIE		$18.45
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$18.45	
101607	03/19/2015	Open	Accounts Payable	STAPLER, MICHAEL		$102.66
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$102.66	
Type Check Totals:			72 Transactions			$1,808,427.46

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	$1,808,427.46	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	72	$1,808,427.46	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	$1,808,427.46	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	72	$1,808,427.46	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**72**	**$1,808,427.46**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**

Payment Register

From Payment Date: 3/13/2015 - To Payment Date: 3/19/2015

	Total	72	$1,808,427.46	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	$1,808,427.46	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	72	$1,808,427.46	$0.00

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MARCH 17, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Special Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:05 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
   ABSENT: None

2. **PUBLIC PARTICIPATION:** None

3. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

4. **SCHEDULED MATTERS:**

A. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to appropriate $45,000 to account number 120-10-120.47315 "Community Grants Program" from Fund 120 "Tourism" reserve balance for the purpose of awarding community grants in Fiscal Year 2014/15 and approve the requests for CVB Community Grants Program funding for the CSU Stanislaus Softball Tournament and the Turlock Lake Road Race in March of 2015.

CSUS Athletic Director Mike Matoso presented information about the CSU Stanislaus grant request for the Tournament of Champions 3-day softball tournament to be held March 27-29, 2015.

John Gerling presented information about the Ciclistas del Valle Cycling Club, Inc. grant request for the Turlock Road Race to be held March 28, 2015.

Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed public comment.

Council and staff discussion included assurance that all permits for the Turlock Road Race have been granted and that requests fall in line with previous requests for funding.

Council evaluated the grant funding requests based on six category standards of 1) Meeting the Goals of the Community Activities Grant Program, 2) Clear Description of the Project, 3) Clear and Measurable Accomplishments, 4) Leveraging of Funds, 5) Management Capability of Organization, and 6) Costs.

Action: **Resolution No. 2015-047** Appropriating $45,000 to account number 120-10-120.47315 "Community Grants Program" from Fund 120 "Tourism" reserve balance for the purpose of awarding community grants in Fiscal Year 2014/15 was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

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Resolution No. 2015-048 Approving the requests for CVB Community Grants Program funding for the CSU Stanislaus Softball Tournament and the Turlock Lake Road Race in March of 2015, was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

5. ADJOURNMENT:

Mayor Soiseth adjourned the meeting 8:20 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

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MARCH 17, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Special Meeting
Turlock City Council

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1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:05 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
   ABSENT: None

2. **PUBLIC PARTICIPATION:** None

3. **PARKS, RECREATION AND PUBLIC FACILITIES DISCUSSION** – Council will receive an update on the future of Turlock's Parks, Recreation and Public Facilities Department. The update will include discussion of existing and proposed programs and services. Further, the Council will consider and discuss any other matter that may fall within the jurisdiction of the Parks, Recreation and Public Facilities Department.

   Parks, Recreation and Public Facilities Director Allison Van Guilder spoke regarding organizational structure and staff deployment associated with her two main areas of focus, Recreation and Maintenance, and provided an overview of the programs and services provided by each area.

   Highlights of the Recreation programs/services included youth and adult sports, community events, youth and adult classes, Teen Advisory Council, youth programs such as after school programs and holiday/school break camps, aquatics, events at the Turlock Regional Sports Complex and Pedretti Park, and activities at Columbia Pool. Additionally, Ms. Van Guilder spoke regarding the key role they play in community partnerships events such as the Tournament of Lights and Fourth of July activities. Ms. Van Guilder also noted the public safety aspect of Recreation services in keeping youth involved in positive activities.

   Key points of discussion highlighted by Ms. Van Guilder included reinvesting in infrastructure at Pedretti Park such as future replacement of lights, recycled water use and landscaping needs in light of the drought, challenges at the Sports Complex such as finding a balance between use and rest for the turf and the possibility of purchasing lights to enhance use at the complex, evaluation of long term maintenance needs for all facilities, and the benefits of Recreation being economic development, tourism & TOT, crime deterrent, healthier communities through engaging in physical activities and an enhanced quality of life.

   Council and staff discussion included stressed soccer fields due to excessive use, drought concerns and mitigation measures being taken in relation to watering fields and medians, and possibility of using artificial turf.

   Ms. Van Guilder provided information about Maintenance programs/services including statistics about developed parks, storm basins and dog parks, drought challenges and mitigation measures associated with Turlock's spray parks including new water cycling strategies and cutting back on hours of operation, planning for the future in regard to playgrounds that nearing the end of their useful life, the importance of community donations and volunteers, and the dedicated Maintenance staff looking for ways to maximize resources.

   Ms. Van Guilder provided information about the Streets Division including activities associated with street line striping, Leaf Pick Up Program, pothole repair, traffic signs, non-assessment median landscape maintenance, street trees, sidewalk repair, and traffic accident support.

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Parks, Recreation and Public Facilities Superintendent Erik Schulze provided information about pothole repair including the repair process, materials used in repair, crack sealing, and future plans to increase staffing for the repair of potholes.

Council and staff discussion included hurdles to filling potholes and materials used in the process.

Public participation included funding sources, materials, and methods to report pothole complaints.

Ms. Van Guilder spoke regarding sidewalk repair and street trees including providing information about the City of Turlock Ordinance that identifies property owners as being responsible for the sidewalks and care for sidewalks adjacent to their property, signs and notification processes, and programs in place to assist homeowners in making necessary repairs, tree roots being a major cause of sidewalk lifting, and street trees/maintenance obligations of homeowners.

Public participation included roads that are in need of repaving, funding sources, roadway conditions throughout Turlock, standing water on Drew Avenue and necessary repair, water overspray concerns, developing a partnership with the police department to report water overuse/overspray concerns, "street trees" breaking up cement, request to revisit the City ordinance related to street trees and sidewalks, and a possible rebate system for senior citizens.

Council and staff discussion included assessment districts, the failed half-cent sales tax measure intended to repair roads, a potential 2016 Stanislaus County sales tax measure designed to address local roadways and county corridors, options for future matching funds that would open doors for funding at the State level, 2103 gas tax funding used for matching funds necessary to obtain federal grants, roadway repair prioritization, the importance of vigilance and community support in reporting water misuse, challenges related to watering medians, potential grant funding, the need for public education related to street trees and sidewalks, and the possibility of creating an offset program for low income residents.

Ms. Van Guilder also provided information about the Urban Forestry Program, the value trees provide to the environment in general, and Assessment Districts located in the City of Turlock.

Ms. Van Guilder spoke regarding the Turlock Municipal Airport, including providing historical information, function, Turlock Regional Aviation Association, Roles & Responsibilities, airport improvements, and grant/revenue opportunities.

Turlock Regional Aviation Association President Todd Smith and Honorary Board Member Harrison Gibbs noted that the TRAA is essentially a volunteer group that maintains the airport, oversees projects, and develops future strategies. Mr. Smith noted that no General Fund dollars are used to maintain the airport.

Mr. Smith and Mr. Gibbs provided information about the history of the airport, function and funding, airport improvements, grant funding, FAA requirements, revenue generating opportunities, and upcoming projects.

Public participation included the makeup and membership of the TRAA board.

Additional discussion included the Young Eagles Program, an RFP for fixed base operation, using the airport as a means to conduct business in the City to enhance economic development, and identification of strategic plans on how to grow the airport.

There was additional discussion on assessment districts and associated funding, including how assessment districts operate, what they are used for, and funding structure.

Ms. Van Guilder acknowledged Parks, Arts & Recreation Commission members in attendance and encouraged citizen participation at Commission meetings.

4. ADJOURNMENT:

Mayor Soiseth adjourned the meeting 8:20 p.m.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

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5B3

MARCH 24, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:01 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
   ABSENT: None

   B. SALUTE TO THE FLAG

2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**

   A. Municipal Services Director Michael Cooke introduced Environmental Compliance Inspector Dan Frisch who recognized Steve Syvertson and Harry Bohl of Campus Laundry East for receiving the 2014 California Water Environment Association P3S-Northern California Large Facility of the Year Award.

   B. Fire Chief Tim Lohman introduced Mountain Valley EMS Medical Director Dr. Kevin Mackey and Executive Director Richard Murdock. Dr. Mackey provided information about the benefits of Pit Crew CPR and recognized Turlock Firefighters Captain Jason Bernard, Captain Frank Saldivar, Captain Casey Cockrell, Engineer Mike Mungaray and Firefighter Tony Nascimento for rendering lifesaving actions to Jeremy Varner on September 1, 2014. Each firefighter received a commemorative coin from the Stanislaus Heart Outcome Consortium in recognition of their efforts.

3. **A. SPECIAL BRIEFINGS:** None

   B. STAFF UPDATES:

   1. City Clerk Kellie Weaver provided information regarding upcoming Board, Commission, and Committee vacancies, identifying one (1) vacancy on the Parks, Arts & Recreation Commission due to a resignation. Ms. Weaver noted that applications to fill that vacancy will be taken until April 10, 2015, with the intention that Mayor Soiseth will make an appointment to fill the vacancy at the April 28, 2015 City Council meeting.

   C. PUBLIC PARTICIPATION

   Vernon Price spoke regarding a Homeless Voters Registration Day to be held on April 2, 2015. Mr. Price advised that registration material will be provided by a representative from a local Congressional office to people wishing to register to vote and noted California's efforts to assist the disadvantaged in becoming qualified to vote. He also spoke regarding a recent meeting he had with the Director of Parks, Recreation & Public Facilities to identify a way the homeless may contribute to the community in an effort to change the way they are viewed.

   Turlock Librarian Diane Bartlett spoke regarding library activities and programs, including activities planned for National Poetry Month, Money Smart Month, and Earth Day. She also noted upcoming Spring break activities planned for children including Three Ways to Save, recycled piggy bank making, and a bilingual puppet show.

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Dawn Styles spoke regarding a recent event at Enclave Community Church and the kind actions exhibited by Turlock Police Department officers in response to a subject at that location.

Gaylord Phillips, business representative for Teamsters 386, and First Transit employees Tom Martinez, Terry Means, Deborah Sneed and Rosa Alves spoke regarding Turlock's Bus Services that are contracted by First Transit and their concerns about poor wages, employee retention issues, and stressful job conditions. Mayor Soiseth asked staff to look into the matter, but noted the City Council is limited on what they can do in regard to the situation.

James Cordero, a resident of Festival Community overseen by Tuolumne Homeowners Association, requested information about the requirement of his homeowners association that residents may only park on the sidewalk side of the street due to narrow roadways and the necessity of providing access for emergency vehicles. He also spoke in favor of the City Council assisting the First Transit employees.

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adopt the consent calendar. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

A. **Resolution No. 2015-049** Accepting Demands of 2/26/15 in the amount of $763,640.43

B. *Motion*: Accepting Minutes of Special Meeting of March 3, 2015; Minutes of Regular Meeting of March 10, 2015

C. 1. *Motion*: Making the determination that City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd.," is exempt from the provisions of CEQA in Section 15301 of the California Environmental Quality Act (CEQA)
2. *Motion*: Awarding bid and approving an agreement in the amount of $299,680 (Fund 410) with Rolfe Construction, Atwater, California for City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd."
3. **Resolution No. 2015-050** Appropriating $368,000 to account number 410-51-534.51270 "Construction Project" to be funded via a transfer of $109,000 from account number 410-51-534.51300 "Construction Repairs/ Improvements" and an appropriation of $259,000 from Fund 410/534 "Capital Repair/Replacement" reserve balance for City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd."

D. *Motion*: Accepting improvements for City Project No. 15-30, "Emergency Repair on Golf Road," and authorizing the City Engineer to file a Notice of Completion

E. **Resolution No. 2015-051** Appointing the Disadvantaged Business Enterprise (DBE) Liaison Officer and setting the Disadvantaged Business Enterprise Goal for Fiscal Years 2014/15 through 2016/17

F. *Motion*: Authorizing the City Manager or his designee to execute a Sub-Recipient Public Transit Agreement with the Stanislaus Council of Governments (StanCOG) as a prerequisite to receiving Federal Transit Administration funds

G. **Resolution No. 2015-052** Authorizing the City Manager to sign all documents, assurances and statements in regard to the purchase of five (5) transit buses from A-Z Bus Sales utilizing the California Association for Coordinated Transportation (CalACT) competitive bid award without compliance to the formal bid procedure, having found that the criteria listed in Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5) have been satisfied

H. *Motion*: Approving a four (4) year retainer agreement with Stantec Consulting Services, Inc., of Phoenix, Arizona, for City Project No., 14-72, "RFQ for Airport Planning/Environmental and Engineering/Architectural Services Retainer Agreement," for Fiscal Years 2014/15 through 18/19, in an amount not to exceed $200,000

I. *Motion*: Approving the purchase of filter media and associated hardware from Aqua-Aerobics Systems, Inc., for the tertiary filters at the Turlock Regional Water Quality Control Facility, in an amount not to exceed $49,732 from Fund 410-51-534.44030_038 "Tertiary Filter Media" without compliance to the formal bid procedure, having found that the criteria listed in Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(2) and (b)(6) have been satisfied

J. *Motion*: Approving the service agreement with Presort Center of Stockton, Inc., for laser printing of utility billing, mailing services, and business licenses, for a period of twelve (12) months, in an amount not to exceed $127,000

K. **Resolution No. 2015-053** Accepting monetary donations of $566.46 received from January through March, Fiscal Year 2014-15, to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

L. **Resolution No. 2015-054** Re-appropriating $9,525 in unspent funds from Fiscal Year 2013-14 to account number 269-60-614-373.51270 "Dog Park Construction Project" from Fund 269 "Parks & Public Facilities Grants-Dog Park" reserve balance for completion of City Project No., 14-20 "Swanson-Centennial Dog Park"

M. *Motion*: Rejecting Claim for Damages filed by Ronald West

N. *Motion*: Rejecting Claim for Damages filed by James Woo

O. *Motion*: Rejecting Claim for Damages filed by Ninef A. Karam

P. *Motion*: Rejecting Claim for Damages filed by Katie Borrelli

Q. *Motion*: Rejecting Claim for Damages filed by Kevin McGrath

6. FINAL READINGS: None

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

A. Development Services Director Mike Pitcock presented the staff report on the request to authorize the closure of Center Street, between East Main Street and Crane Avenue, for the Found in Turlock Bridal Showcase on April 19, 2015; the closure of East Main Street, between Thor Street and Palm Street, for the Main StrEAT Food Rally on May 1, 2015, June 5, 2015, July 3, 2015, August 7, 2015, and September 4, 2015; the closure of East Main Street, between Center Street and Palm Street, for the Turlock Certified Farmers' Market every Saturday beginning May 2, 2015, through October 31, 2015; and authorize the City Manager to apply appropriate conditions and restrictions.

Mayor Soiseth invited Elizabeth Claes, Chair of the Turlock Certified Farmers' Market, to the podium. Ms. Claes spoke in favor of the Farmers Market street closure, the positive impact interesting events have on bringing communities together, and thanked those who assisted and supported the date and location changes.

Council and staff discussion included existing signage that was put into place to deal with vehicles being left overnight at the market's current location, potential impacts of vehicles being left overnight at the new location, and a future desire to modify the Ordinance to reflect the new location.

Mayor Soiseth invited Turlock Kiwanis Club President Trina Walley to the podium. Ms. Walley spoke in favor of the Kiwanis Main StrEAT event for reasons including it will be a fresh and new event for the community and will raise money for the non-profit Kiwanis organization.

Action: **Resolution No. 2015-055** Authorizing the closure of Center Street, between East Main Street and Crane Avenue, for the Found in Turlock Bridal Showcase on April 19, 2015, from 8:00 a.m. to 6:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Resolution No. 2015-056 Authorizing the closure of East Main Street, between Thor Street and Palm Street, for the Main StrEAT Food Rally on May 1, 2015, June 5, 2015, July 3, 2015, August 7, 2015, and September 4, 2015, from 4:30 p.m. to 11:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Resolution No. 2015-057 Authorizing the closure of East Main Street, between Center Street and Palm Street, for the Turlock Certified Farmers' Market every Saturday beginning May 2, 2015, through October 31, 2015, from 6:00 a.m. to 2:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

B. City Manager Roy Wasden presented the staff report on the request to authorize the reclassification of the current Payroll Coordinator to Administrative Analyst/Admin Services, the reclassification of the existing 30/70 split Account Tech to Payroll Coordinator, the reclassification of the existing 30/70 split Account Tech position to an 80/20 split Executive Assistant to the City Manager/City Clerk Trainee position, and the hiring of an Executive Assistant to the City Manager/City Clerk Trainee position through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed, effective May 1, 2015.

Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed public comment.

Council comments included cost savings associated with the reorganization.

Action: **Resolution No. 2015-058** Authorizing the creation of an Administrative Analyst/Admin Services job description was introduced by Councilmember Nascimento, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Resolution No. 2015-059 Authorizing the reclassification of Audrey Cray from Payroll Coordinator to Administrative Analyst/Admin Services, effective May 1, 2015, and the reclassification of Esmeralda Villalobos from Account Tech to Payroll Coordinator, effective May 1, 2015, was introduced by Councilmember Nascimento, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Resolution No. 2015-060 Authorizing the reclassification of the existing 30/70 split Account Tech position to an 80/20 split Executive Assistant to the City Manager/City Clerk Trainee position funded by General Fund 110 was introduced by Councilmember Nascimento, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Resolution No. 2015-061 Authorizing the hiring of one (1) "reclassified" 80/20 split Executive Assistant to the City Manager/City Clerk Trainee through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed, effective May 1, 2015, was introduced by Councilmember Nascimento, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

C. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to approve the service agreement with Homeland Security & Management Solutions, Inc., Dba Dantli Corp for Temporary Personnel Services, for various City departments as needed, in an annual amount not to exceed $25,000, for a period of twelve (12) months.

Council and staff discussion included assurances that temporary employees would be compensated fairly.

Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed public comment.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, Approving the service agreement with Homeland Security & Management Solutions, Inc., Dba Dantli Corp for Temporary Personnel Services, for various City departments as needed, in an annual amount not to exceed $25,000, for a period of twelve (12) months. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Mayor Soiseth reopened public participation for Scheduled Matters Item 8A. No one spoke. Mayor Soiseth closed public participation.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS:

Councilmember Bublak commented on the Softball Tournament occurring this weekend at Pedretti Park, urged the community to support CSU Stanislaus at the event, and thanked City staff for their efforts in ensuring the fields and facilities are in great condition.

Councilmember Nascimento commended his brother, Firefighter Tony Nascimento, who was recognized earlier in the meeting for his actions on the night of September 1, 2014 which helped save the life of a Turlock citizen. He also commented that the Turlock Fire Department provides excellent service to our community and thanked Dr. Kevin Mackey and Rich Murdock for their recognition.

Mayor Soiseth commented on an event he attended on March 21, 2015, where he presented a Proclamation honoring Herbert Miller, a WWII Pearl Harbor survivor, on the occasion of his 100th birthday.

11. CLOSED SESSION:

City Attorney Phaedra Norton advised there was no need for the Closed Session item to be heard.

A. ***Conference with Labor Negotiators*, Cal. Gov't Code §54957.6(a)**
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers

Action: None. Item was not heard.

12. ADJOURNMENT:

Motion by Councilmember Bublak, seconded by Councilmember Nascimento, to adjourn at 7:06 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____
Kellie E. Weaver
City Clerk

5c

Council Synopsis

April 14, 2015

From: Michael G. Pitcock, PE
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, P.E., Senior Civil Engineering

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 in the amount of $800 (Fund 215) for City Project No. 13-34, "Intersection Improvements at Christoffersen Pkwy. and Fosberg Rd. CML-5165 (073)," bringing the contract total to $341,444

2. DISCUSSION OF ISSUE:

On October 14, 2014, Council awarded a contract in the amount of $340,644 to St. Francis Electric, Inc. of San Leandro, California, for City Project No. 13-34, "Intersection Improvements at Christoffersen Pkwy. and Fosberg Rd. CML-5165 (073)."

Change Order History	Amount	City Council Meeting
Original Contract	$340,644.	October 14, 2014
Change Order No. 1	$800.	April 14, 2015
Adjusted Contract Total	$341,444.	

Change order No. 1 includes:

The installation of the two (2) "No Right Turn" signs were needed in order to comply with the 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD), improve traffic flow and reduce the potential for vehicle and pedestrian collisions.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a) Identify avenues to address current deficiencies
iv. Street/Roadways

b) Address Growth-Related Issues (Current and Future)
v. Impact on current transportation system

Strategic Plan Initiative: H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s): a) Community Infrastructure
v. Provide safe and well-maintained streets for the citizens of Turlock.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 215-40-420.51210 and are available for contingencies such as this Contract Change Order No. 1. The original contract amount of $340,644.00 will be increased in the amount of $800.00, for an increase of 0.2%, bringing the total contract to $341,444.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This Action by Council does not modify the CEQA finding that Council made on October 14, 2014, and therefore no determination is needed.

7. ALTERNATIVES:

A). Not approve Change Order No. 1. This option is not recommended by City Staff because the extra work specified was needed to comply with City standards, as well as the project plans and specifications.

CONTRACT CHANGE ORDER

Date issued: 14-Apr-15 **Change Order No.:** 1
Project Name: Intersection Improvements at Christoffersen Pkwy. and Fosberg Rd.

St. Francis Electric, Inc.
P.O. BOX 2057
San Leandro, CA. 94577

Project No.: 13-34
Contract For: $340,644.00
Contract Award Date: October 14, 2014

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

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Installation of two (2) "No Right Turn" signs	EA	2	$400.00	$800.00
			Total this CCO=		**$800.00**
The original contract sum =					**$340,644.00**
Net change by previous change orders =					**$0.00**
The contract sum will be increased by this Change Order =					**$800.00**
The new contract sum including this change order will be =					**$341,444.00**
The contract time will not be adjusted by this change order.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5D

Council Synopsis

April 14, 2015

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

Prepared by: Anthony R. Orosco, P.E., Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Addendum No. 1 to the January 13, 2015 approved agreement with ASSY ABLOY, of Elk Grove, California, for City Project No. 14-69, "Public Safety Facility –Door Replacement"

2. DISCUSSION OF ISSUE:

On January 13, 2015, staff bought forward and City Council approved an agreement (Exhibit B) to replace Door 155 at the Public Safety Facility. Council approved an agreement with ASSA ABLOY in the amount of $9,581. ASSA ABLOY has requested that their standard addendum (Exhibit A) be approved at this time as it is a standard for their business practice and they failed to give us the document at the time of the original award. This document would be added to the original agreement which, to date, has not been executed. Staff and the City Attorney have reviewed the addendum and have approved the addendum language. The timing and contract amount in the original agreement remain the same.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) A telescopic sliding door system will be safer and more functional.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
- i. Surface water project
- ii. Water
- iii. Wastewater
- iv. Interchanges
- v. Impact on current transportation system

vi. Storm water management
vii. Bike paths/routes around town/buses

4. FISCAL IMPACT / BUDGET AMENDMENT:

The table below is the fiscal impact for the project. It has not changed from the January 13, 2015 Council meeting.

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$11,581	$9,581	$1,000	$500	$500

Funding is available in line item number 305-40-441.51270, "Construction Project" for the proposed work.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not approve the addendum for this project. Staff does not recommend this alternative because the current door is awkward to operate, slow to respond and would be more functional and safer if replaced with a telescopic sliding door system.

City Project No. 14-69
Public Safety Facility - Door Replacement

EXHIBIT A

ADDENDUM TO PURCHASE AGREEMENT (the "Agreement")
Between City of Turlock, a Municipal Corporation ("Contractor") and
ASSA ABLOY Entrance Systems US Inc. ("Subcontractor")
RE: Project/Property located at Turlock Public Safety Center, 244 N. Broadway, Turlock, CA 95380 ("Premises")
PROJECT NO. 14-69

This Addendum to the Agreement ("Addendum") is made as of the same date as the Agreement between Contractor and Subcontractor. Notwithstanding anything to the contrary in the Agreement or terms or conditions incorporated by reference into the Agreement, the parties agree as follows:

1. Payment and Performance. Payment shall be made to Subcontractor no later than sixty (60) days from the date of invoice. In the event Contractor's obligation to pay Subcontractor is contingent upon its receipt of payment from the Owner, and Contractor does not receive such payment for a reason other than for Subcontractor's non-performance, Contractor shall promptly advise Subcontractor in writing. Contractor shall work diligently on Subcontractor's behalf to pursue the prompt release of funds by the Owner. In no event shall Subcontractor waive its rights to file a lien for any amounts due under the Agreement. Notwithstanding anything to the contrary set forth in the Agreement, Contractor shall not be entitled to any discount with respect to any payment made to Subcontractor. All references to specific commencement dates or substantial completion dates are hereby deleted.

2. Schedule of Work. Each schedule of work shall be mutually agreed upon by both parties. Subcontractor shall receive a reasonable extension of time to perform under the Agreement for any delay that is not attributable to Subcontractor. Notwithstanding anything to the contrary set forth in the Agreement, all references to liquidated damages are hereby deleted.

3. Shipment and Risk of Loss. Title, ownership and risk of loss of product(s) purchased by Contractor ("Purchased Product") shall pass from Subcontractor to Contractor upon shipment of Purchased Product from Subcontractor's factory. Subcontractor reserves the right to invoice Contractor for 50% of the contract upon shipment of Purchased Product from the Subcontractor factory.

4. Warranty. Subcontractor warrants that if any product of its manufacture is found to be materially defective in either workmanship or material under normal use and service, Subcontractor, at its option, will repair or replace the product, provided that Subcontractor receives a written claim specifying the defect within one (1) year from date of final completion. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE HEREBY DISCLAIMED. THE FOREGOING EXPRESSES ALL OF SUBCONTRACTOR'S OBLIGATIONS AND LIABILITIES WITH RESPECT TO THE PRODUCTS FURNISHED BY IT HEREUNDER.**

5. Insurance & Indemnification. Notwithstanding anything to the contrary set forth in the Agreement, Subcontractor's obligation to (i) maintain insurance shall be limited to the types and amounts of coverage set forth on the certificate of insurance submitted by Subcontractor and (ii) indemnification obligations of Subcontractor in the Agreement shall apply only if Subcontractor has been timely notified in writing and to the extent that Subcontractor's acts or omissions are the proximate cause of any claims, liability, losses, costs, expenses or damages (collectively, "Claim"). Subcontractor shall have no obligation to indemnify any party to the extent any Claim is caused by the acts or omissions of Contractor or other parties not related to Subcontractor. If a Claim occurs which is covered by Subcontractor's indemnification obligations, Subcontractor shall have sole control of the defense, settlement or other compromise of such Claim and Contractor shall reasonably cooperate with Subcontractor in the defense of such Claim.

6. Default. Either party hereto may terminate the Agreement, upon written notice, in the event that the other party fails to fulfill or comply with any material term or condition of the Agreement after having received written notice describing, with particularity, the alleged default, and thereafter fails to cure such alleged default, or provide a good faith written notice of contest with regard to such alleged default, within five (5) business days after receipt of such written notice. The prevailing party in any dispute or legal proceeding related to the Agreement shall be entitled to an award of its reasonable costs and attorneys' fees from the non-prevailing party.

7. **Limitation of Liability. In no event shall Subcontractor be liable for any indirect damages of any kind, including without limitation, consequential damages, lost profits, lost savings or other economic losses, incidental damages, or punitive damages or for cover damages, even if such damages are foreseeable or Subcontractor has been advised of the possibility of such damages. In no event shall the aggregate liability of Subcontractor arising from or related to the Agreement exceed the amounts paid by Contractor, howsoever arising and irrespective of the type of Claim.**

8. Effect of Addendum. The parties expressly agree that the terms and conditions contained in this Addendum shall supersede and control over any conflicting provisions in the Agreement. Contractor's agreement to this Addendum is a condition of Subcontractor's bid and is a condition precedent to Subcontractor's performance under the Agreement and reflects a negotiated allocation of risks between the parties. In the event of any conflict between this Addendum and the Agreement or any related documents or agreements, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have entered into this Addendum as of the date written below.

SUBCONTRACTOR:
ASSA ABLOY Entrance Systems US Inc.

Karen G. Nickelson
Signature

Karen G. Nickelson/Corporate Paralegal
Print Name/Title

3/5/2015
Date

CONTRACTOR:
City of Turlock, a Municipal Corporation

Signature

Print Name/Title

Date

OK for Agenda
Pom

Revised 2 28 2014

EXHIBIT B

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 14-69

Public Safety Facility
- Door Replacement

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and ASSA ABLOY Entrance Systems hereinafter called "Contractor" on this 13th day of January, 2015 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On January 13, 2015, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Remove and replace door 155 in accordance with Exhibit A and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. THE CONTRACT:

The complete contract consists of the following documents: This agreement, the notice to

contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, faithful performance bond, labor and materials bond, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

3. **SCHEDULE:**
All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. **EQUIPMENT & PERFORMANCE OF WORK:**
Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 14-69, "Public Safety Facility - Door Replacement."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. **CONTRACT PRICE:**
City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Nine Thousand Five Hundred Eighty One and No/100ths Dollars ($9,581.00).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**
The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Forty (40)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. **RIGHTS OF CITY TO INCREASE WORKING DAYS:**
If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the

City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:**
If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **LIQUIDATED DAMAGES:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **($250.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **PERFORMANCE BY SURETIES:**
In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take

over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. PERMITS, COMPLIANCE WITH LAW:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

13. SUPERINTENDENCE BY CONTRACTOR:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. INSPECTION BY CITY:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. CHANGE OF CONTRACT PRICE:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or

(b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
   - 1.1. Basic hourly wage
   - 1.2. Health and welfare
   - 1.3. Pension
   - 1.4. Vacation
   - 1.5. Training
   - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
   - 2.1. Workers' compensation insurance
   - 2.2. Social security
   - 2.3. Medicare
   - 2.4. Federal unemployment insurance

2.5. State unemployment insurance
2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
   4.1. Price paid by the purchaser for similar materials from that source on Contract items
   4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
   5.1. During that period
   5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

   If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

   Before moving or loading the equipment, obtain authorization for the equipment rental's

original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
   1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
   1.2. Current during the work paid by force account.
   1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
      1.3.1. Rented from equipment business the Contractor does not own.
      1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:
   2.1. Rented from equipment business the Contractor does not own.
   2.2. The Engineer establishes a rate of $10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount

of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25

7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. CHANGE OF CONTRACT TIME:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

(a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or

(b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in

writing of the causes of delay within 15 days from the beginning of that delay; or

b. where the delay is caused by actions beyond the control of Contractor; or

c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. INSPECTION AND TESTING OF MATERIALS:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

19. PERMITS AND CARE OF THE WORK:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. OTHER CONTRACTS:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

21. PAYMENTS TO CONTRACTOR:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock

make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. CONTRACT SECURITY:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

23. HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

24. CONTRACTOR'S INSURANCE:

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

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

(6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

(b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: As statutorily required by the State of California.

(4) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.

(6) Errors and Omissions/Professional Liability: $1,000,000 per claim as needed for design/build.

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

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

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

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

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

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

(e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

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

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

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

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

(j) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. PROOF OF CARRIAGE OF INSURANCE:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. WAGES & HOURS OF EMPLOYMENT:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars ($25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

(c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

(d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. PROVISIONS CUMULATIVE:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

29. TAXES:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of $500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of $500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at http://www.boe.ca.gov/sutax/sutprograms.htm

30. NOTICES:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

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

City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454

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

_____
_____
_____

Notices required to be given sureties of Contractor shall be addressed as follows:

_____
_____
_____
_____

31. INTERPRETATION:
As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

32. ANTITRUST CLAIMS:
The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

33. USE OF CITY PROJECT NUMBER:
The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 13 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

_____

_____

Print Name

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

_____

Michael G. Pitcock, P.E., Director of
Development Services / City Engineer

APPROVED AS TO FORM:

_____

Phaedra A. Norton, City Attorney

ATTEST:

_____

Kellie E. Weaver, City Clerk

5E

Council Synopsis

April 14, 2015

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 15-31, "Gemstone Way Electrolier," is exempt from the provisions of CEQA in accordance with Section 15303

Motion: Awarding bid and approving an agreement in the amount of $11,457 (Fund 302) with Darrale Patrias Electrical Contractor Inc., of Turlock, California, for City Project No. 15-31, "Gemstone Way Electrolier"

2. DISCUSSION OF ISSUE:

On March 19, 2015, seven bids were received for City Project No. 15-31, "Gemstone Way Electrolier." Darrale Patrias Electrical Contractor Inc. of Turlock, California, was the lowest responsible bidder with a bid in the amount of $11,457.

Bid Summary:

COMPANY NAME	BID AMOUNT
Darrale Patrias Electrical Contractor Inc.	$11,457
Pacific Excavation Inc.	$11,970
Tennyson Electric Inc.	$14,495
St. Francis Electric	$14,990
Studenbaker Brown Electric Inc.	$16,180
G Seven	$16,470
Arrow Construction	$17,000

The project scope consists of installing an ornamental electrolier, installing conduits, bore or trench in the public utility easement, and installing all necessary items of work to install the electrolier in accordance with City of Turlock Standards.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) This project will provide a lighted pathway for pedestrians to safely walk at night.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a Identify avenues to address current deficiencies
viii) Street Lighting

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$16,364.41	$11,457.00	$1,145.70	$1,145.70	$2,161.01

Funding is available in line item number 302-40-433.51200, "Miscellaneous Light Installation" for the proposed work. These funds are specifically for this type of project.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

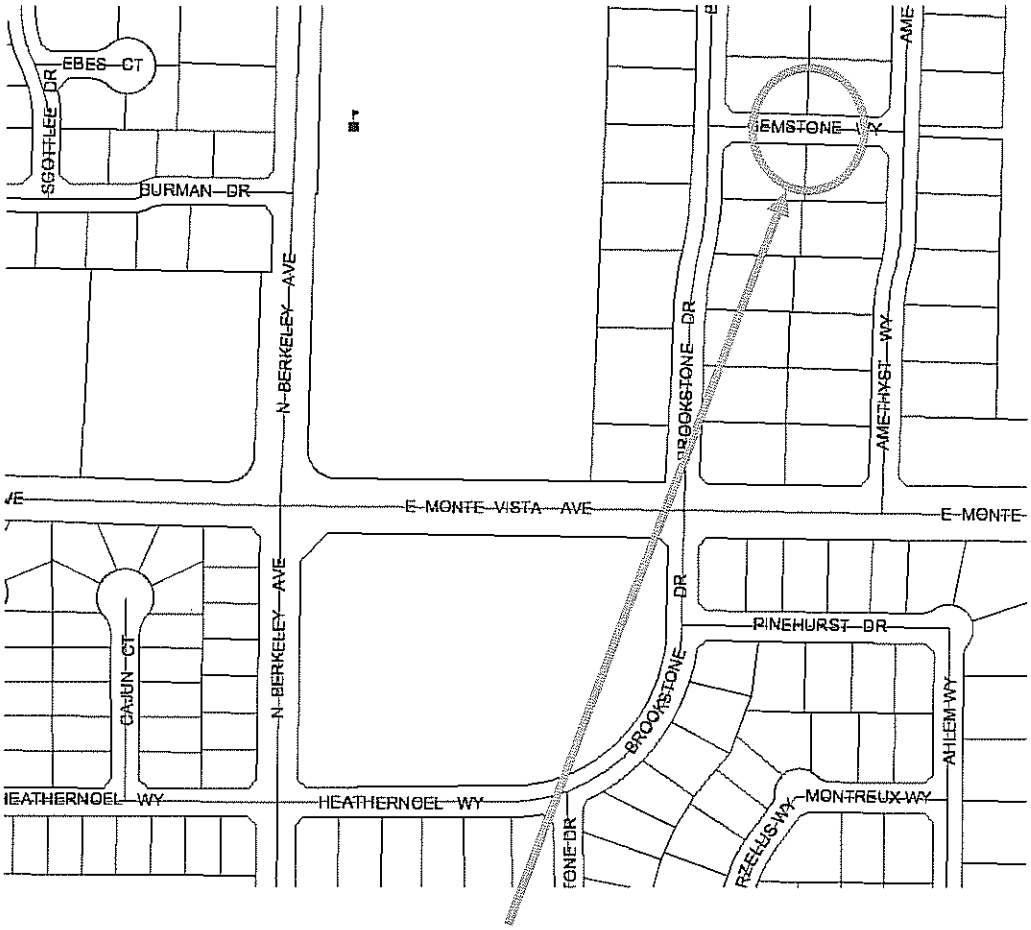
6. ENVIRONMENTAL DETERMINATION:

This project consists of construction and location of limited numbers of new, small facilities or structures. In accordance with Section 15303 (d) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A. Reject all bids submitted for this project. Staff does not recommend this alternative because the work needs to be completed and the funding is available specifically for these types of projects.

City Project No. 15-31
"Gemstone Way Electrolier"



Proposed Site Location

CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: Gemstone Way Electrolier
PROJECT NUMBER: 15-31
BID OPENING: March 19, 2015 2:00 PM
ANTICIPATED COUNCIL AWARD DATE: April 14, 2015

						1		2		3		4	
				ENGINEER'S EST.		Darrale Patrias Electrical Contractor Inc.		Pacific Excavation Inc.		Tennyson Electric Inc.		St. Francis Electric	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Install Ornamental Electrolier	LS	1	$12,000.00	$12,000.00	$11,457.00	$11,457.00	$11,970.00	$11,970.00	$14,950.00	$14,950.00	$14,990.00	$14,990.00
Total =					$12,000.00		$11,457.00		$11,970.00		$14,950.00		$14,990.00

						5		6		7	
				ENGINEER'S EST.		Studenbaker Brown Electric Inc		G Seven		Arrow Construction	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Install Ornamental Electrolier	LS	1	$12,000.00	$12,000.00	$16,180.00	$16,180.00	$16,470.00	$16,470.00	$17,000.00	$17,000.00
Total =					$12,000.00		$16,180.00		$16,470.00		$17,000.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 15-31

Gemstone Way Electrolier

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and

Darrale Patrias Electrical Contractor Inc
P.O. Box 1832
Turlock, CA 95381

hereinafter called "Contractor" on this 14th day of April, 2014 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On April 14, 2015, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: installing an ornamental electrolier, trenching or bore to base, install concrete base, and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. **THE CONTRACT:**

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

3. **SCHEDULE:**

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. **EQUIPMENT & PERFORMANCE OF WORK:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 15-31, "Gemstone Way Electrolier ."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Eleven Thousand Four Hundred Fifty Seven and NO/100ths Dollars ($11,457.00).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **ten (10)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. **RIGHTS OF CITY TO INCREASE WORKING DAYS:**

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the

interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:**
If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **LIQUIDATED DAMAGES:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **($250.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **DISPUTES PERTAINING TO PAYMENT FOR WORK:**
Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

11. PERMITS, COMPLIANCE WITH LAW:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

12. SUPERINTENDENCE BY CONTRACTOR:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

13. INSPECTION BY CITY:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

14. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

15. CHANGE OF CONTRACT PRICE:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or

(b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the

daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
   - 1.1. Basic hourly wage
   - 1.2. Health and welfare
   - 1.3. Pension
   - 1.4. Vacation
   - 1.5. Training
   - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
   - 2.1. Workers' compensation insurance
   - 2.2. Social security
   - 2.3. Medicare
   - 2.4. Federal unemployment insurance
   - 2.5. State unemployment insurance
   - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
   - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
   - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
   - 5.1. During that period
   - 5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
   - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
   - 1.2. Current during the work paid by force account.
   - 1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
     - 1.3.1. Rented from equipment business the Contractor does not own.
     - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:

2.1. Rented from equipment business the Contractor does not own.
2.2. The Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-

operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

16. CHANGE OF CONTRACT TIME:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

(a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or

(b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

b. where the delay is caused by actions beyond the control of Contractor; or

c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

17. INSPECTION AND TESTING OF MATERIALS:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and

mill test reports upon request.

18. PERMITS AND CARE OF THE WORK:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

19. OTHER CONTRACTS:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

20. PAYMENTS TO CONTRACTOR:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

21. HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

23. CONTRACTOR'S INSURANCE:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to

maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

(6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

(b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: As statutorily required by the State of California.

(4) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.

(6) Errors and Omissions/Professional Liability: $1,000,000 per claim as needed for design/build.

(c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as

respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

(e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

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

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

(h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor

by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

(j) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

24. PROOF OF CARRIAGE OF INSURANCE:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

25. WAGES & HOURS OF EMPLOYMENT:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars ($25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

26. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City

Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

(c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

(d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

27. PROVISIONS CUMULATIVE:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

28. TAXES:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to

the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of $500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of $500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at http://www.boe.ca.gov/sutax/sutprograms.htm

29. NOTICES:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

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

City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454

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

_____
_____
_____

Notices required to be given sureties of Contractor shall be addressed as follows:

_____
_____
_____
_____

30. INTERPRETATION:

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

31. ANTITRUST CLAIMS:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

32. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 17 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

_____

_____

Print Name

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

_____

Michael G. Pitcock, P.E., Director of
Development Services / City Engineer

APPROVED AS TO FORM:

_____

Phaedra A. Norton, City Attorney

ATTEST:

_____

Kellie E. Weaver, City Clerk

5F

Council Synopsis

April 14, 2015

From: Mike Pitcock, Director of Development Services

Prepared by: Rose Stillo, Senior Planner
Brent Gibbons, Assistant Planner

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the 2014 General Plan Implementation Report

2. DISCUSSION OF ISSUE:

The California Government Code [Section 65400 (b)] requires that an annual report on the implementation of the General Plan be submitted to the Legislative Body. The report shall include the status of the existing General Plan and progress made in its implementation, including the progress in meeting the City's share of regional housing needs determined pursuant to Section 65584 of the Government Code.

3. BASIS FOR RECOMMENDATION:

The City is required to submit this annual report to the State Departments of Planning and Housing.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
The cost of preparing this report was funded by the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommends Approval

6. ENVIRONMENTAL DETERMINATION:

Exempt

7. ALTERNATIVES:

A). Deny the General Plan Annual Report; however, this would be inconsistent with state law.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE 2014 GENERAL PLAN IMPLEMENTATION REPORT	}	**RESOLUTION NO. 2015-**

WHEREAS, in accordance with California Government Code (§ 65400 (b)), City staff has prepared the 2014 General Plan Implementation Report (Exhibit A) on behalf of the Turlock Planning Commission, the official planning agency of the City of Turlock; and

WHEREAS, the City Council affirms that the 2014 General Plan Implementation Report meets the requirements of the California Government and therefore, shall be submitted to the State Office of Planning and Research and the Department of Housing and Community Development; and

WHEREAS, the City Council determines that the proposed action is "exempt" from the provisions of the California Environmental Quality Act (CEQA).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock that the 2014 General Plan Implementation Report is in conformance with the California Government Code (§ 65400 (b)).

BE IT FURTHER RESOLVED that the City Council does hereby approve the 2014 General Plan Implementation Report and directs staff to submit the report to the State Office of Planning and Research and the Department of Housing and Community Development.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of April, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

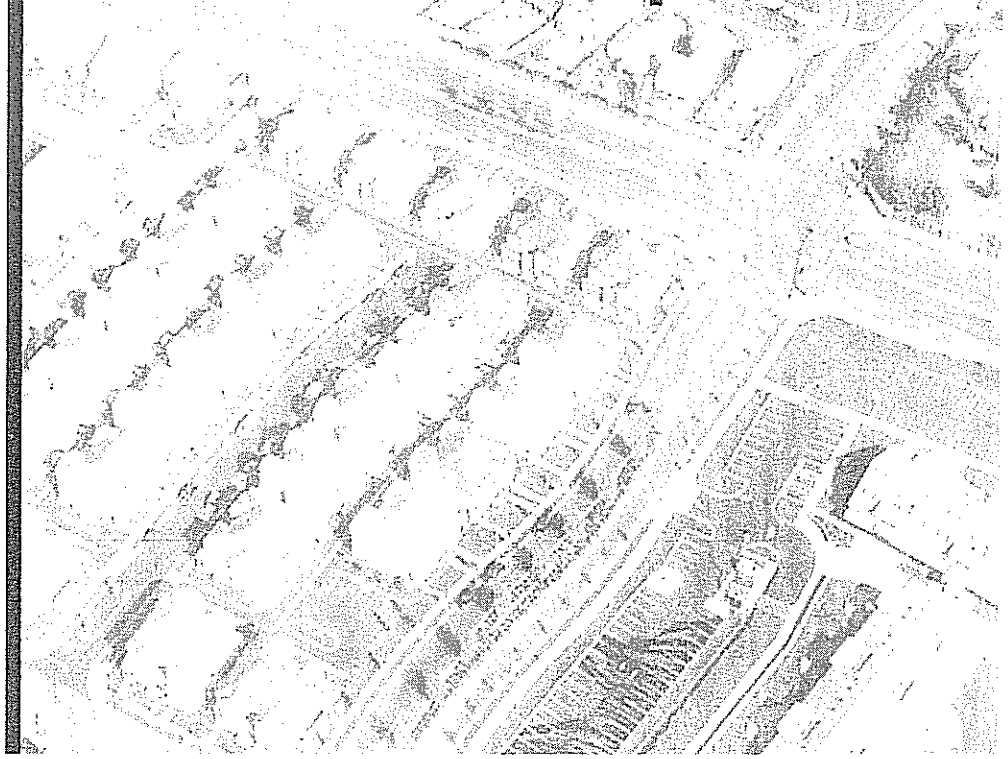
_____

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

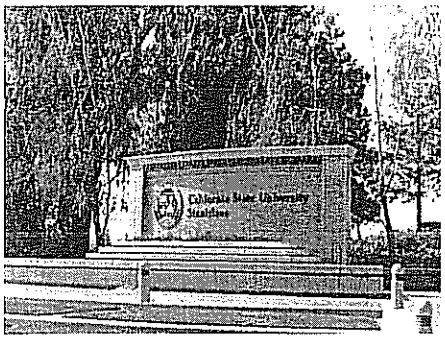
EXHIBIT A

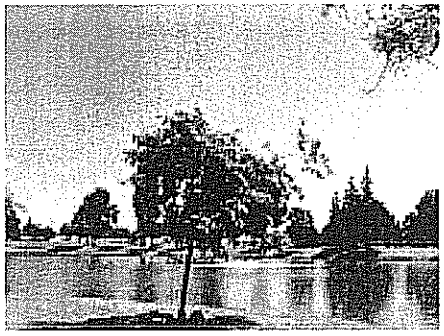
2014

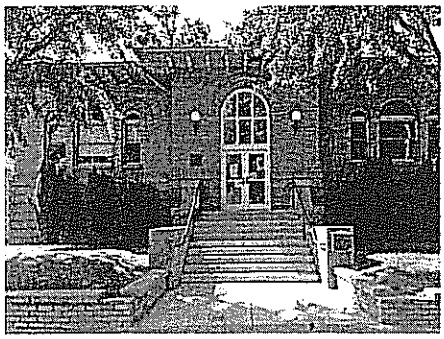
General Plan
Annual Report



Development Services
City of Turlock
March 2014







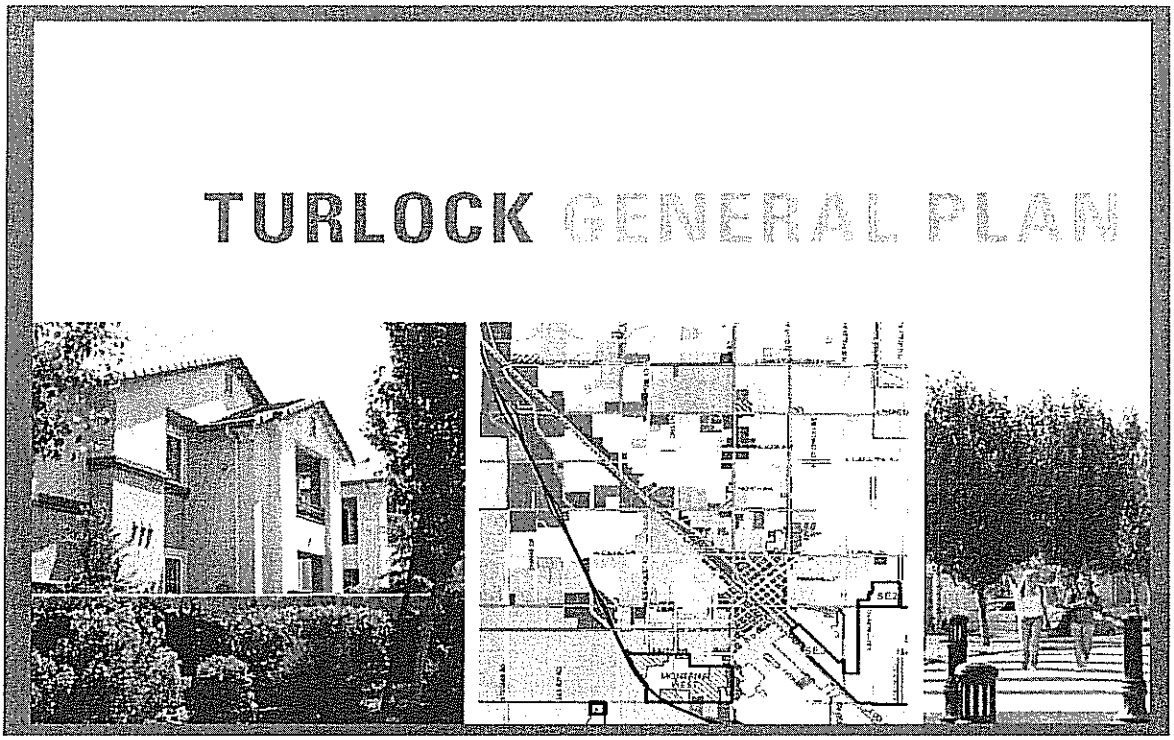
INTRODUCTION

Turlock has had a long history of planning. A general plan for the City was first prepared in the early 1950's and although it was never adopted, it served as a point of departure for future plans. The General Plan prepared in 1969, much before general plans acquired their present political and legal structure, addressed such contemporary issues as urban sprawl and unnecessary destruction of farmland. The next General Plan (formally adopted in 1993 and partially updated in 2002), served the City well, guiding the creation of attractive new neighborhoods, parks, and major new retail and employment areas.

The most recent effort, completed in September 2012, represents a continuation of this planning tradition. The City Council selected Alternative 1, the environmentally superior alternative of the choices presented to them, while still meeting the low-end population projection for the next twenty years for the City of Turlock. The current General Plan articulates a vision for Turlock that draws on the ideas of the many citizens, business owners, and elected officials who participated in the planning process. Designed to guide growth and development, the Plan emphasizes the creation of attractive new neighborhoods and successful employment centers, while preserving the valuable farmland in which the city has its roots.

The California Government Code requires that an annual report on the status of the General Plan be submitted to the City Council for its review and approval. The report includes the City's progress in implementing a wide variety of General Plan goals and policies, including the progress in meeting the City's share of regional housing needs.

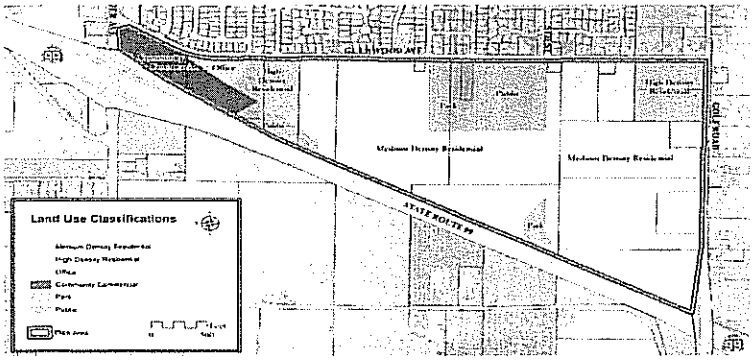
In order to fulfill State requirements and inform the City's elected and appointed officials as well as the citizens of Turlock on the progress the City has made in implementing goals in the Turlock General Plan, City staff has prepared this report to the Turlock City Council.

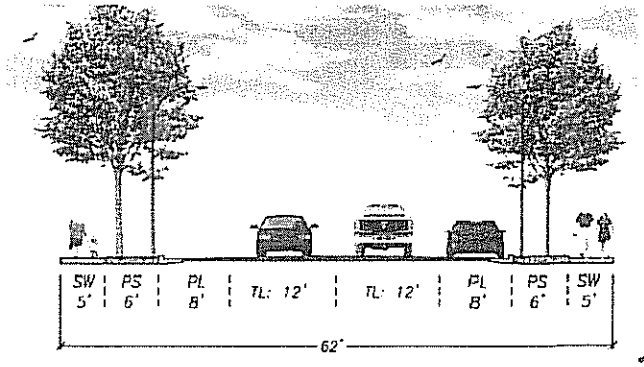


2014 MAJOR PLANNING PROJECTS

MORGAN RANCH MASTER PLAN

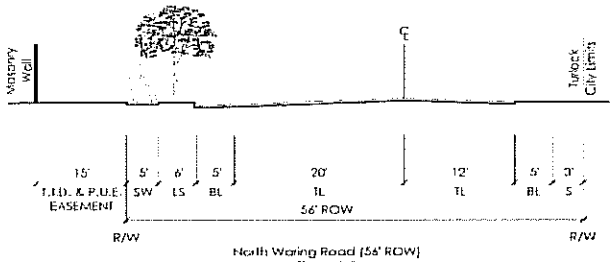
The Morgan Ranch Master Plan encompasses approximately 170 acres. The Draft EIR has been sent out for public comment and responses to the comments are currently being prepared so the City can move forward with the Master Plan approval process. A key feature of the Master Plan is the small lot residential development standards. This standard is characterized by lots of less than 6,000 square feet in size with one single-family home on each lot. The area is designated in the General Plan as a Compact Residential Neighborhood, with a minimum average residential density of 8 dwelling units per acre. As designated in the General Plan, approximately 116 acres will be developed with residential land uses. The balance of the area will include two neighborhood parks, an elementary school, limited office and commercial uses and a detention/drainage basin. The Master Plan has been prepared to be consistent with the Turlock General Plan.



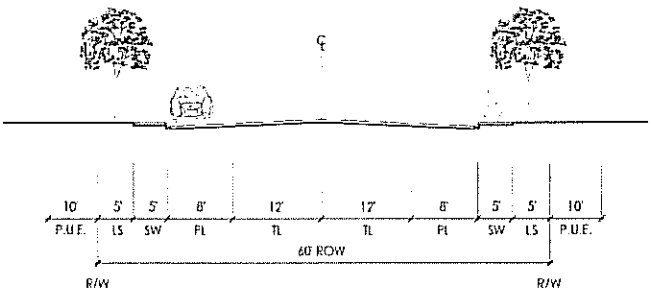


EAST TUOLUMNE MASTER PLAN UPDATE

The East Tuolumne Master Plan (ETMP) Amendment re-designated two parcels, in the Master Plan area, totaling 60.3 acres, from Very Low Density Residential to Low Density Residential to allow for the creation of 66 additional lots. General Plan Policy 3.1-o identifies... "evaluating and updating the East Tuolumne Master Plan as a high priority." The General Plan explains that since the Master Plans adoption the market conditions have not supported developing the land as very low density residential. General Plan Policy 7.2-e says that we should... "require development at densities higher than typical in recent years in order to limit conversion of agricultural land and minimize the urban/agriculture interface." As described in the General Plan, the purpose of the East Tuolumne Master Plan is to... "create a smooth transition from urban to rural land uses along the City's eastern border, while creating a distinct boundary between Turlock and Denair." The ETMP Amendment balances the goal of creating a smooth transition to rural uses while also increasing densities over what was previously approved in the area.



North Waring Road (56' ROW)
Figure 2.2
* No Parking Sign to be Installed by Developer



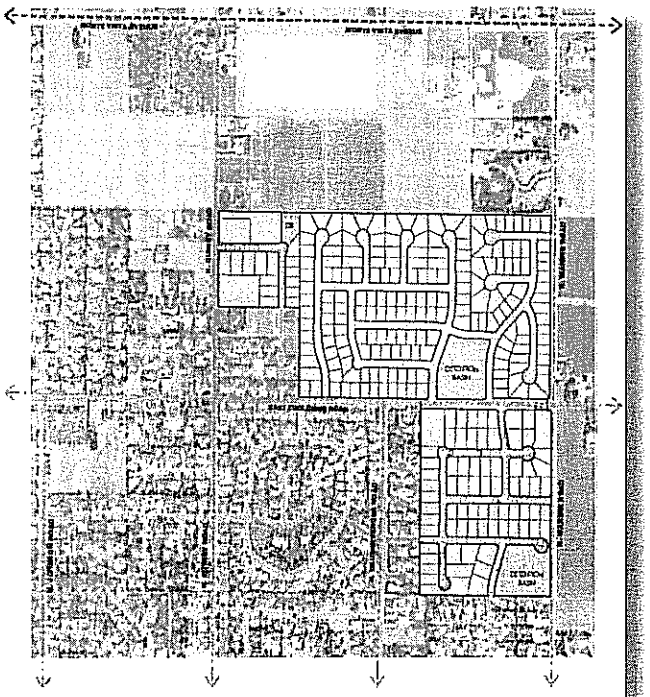


Figure 2-4
Conceptual
Circulation Plan

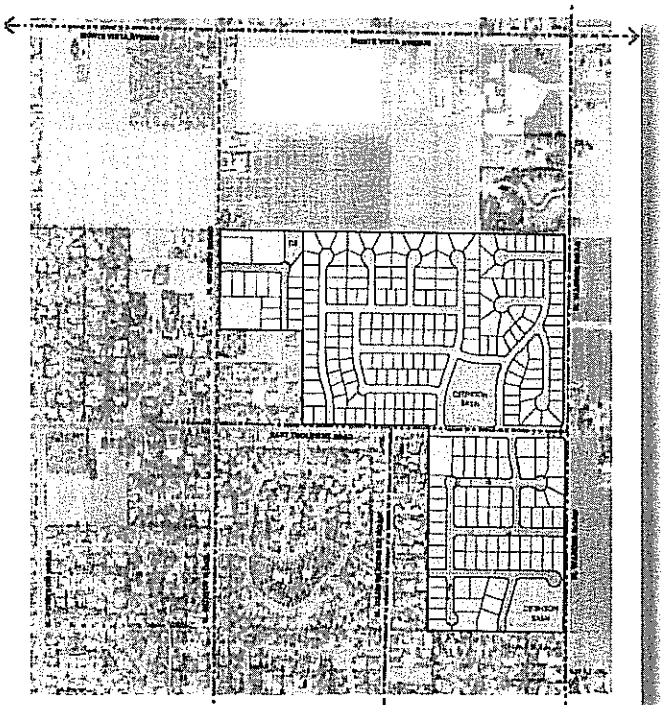
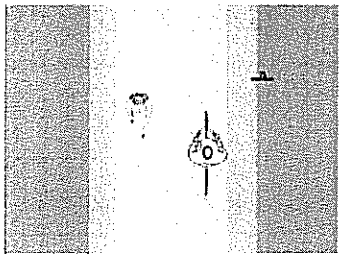


Figure 2-10
Pedestrian / Bike
Circulation Plan

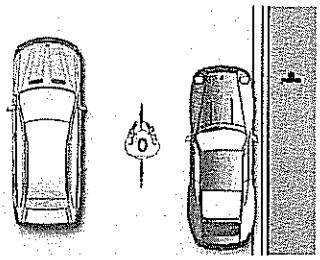
ACTIVE TRANSPORTATION PLAN

An "Active Transportation Plan" (ATP) was initiated in 2014. This plan will act as an implementation tool for the City's General Plan, detailing how to develop a more connected and safer bike/walk environment in Turlock. Once completed, the ATP will maximize competitiveness for funding pedestrian and bike projects. Work accomplished during the past year includes holding bike rodeos at elementary schools, soliciting input from community members through flyers distributed at the local farmer's market, workshops held at City Hall, and distribution of a detailed web survey. A website for the ATP was established (bikewalkturlock.com), which provides information on the Plan's progress to date. On the website can be found draft documents such as, a "Walk and Bike Friendly Guidebook," to encourage biking and walking, a "Design Guidelines Toolkit," to provide direction on infrastructure design, a "Safe Routes to Schools" report, suggesting ways to improve existing conditions, and a "Bikeway Recommendations Map," showing proposed bike routes, lanes and off-road paths throughout the City. A Draft of the entire document is anticipated to be presented to the Planning Commission and City Council this spring.

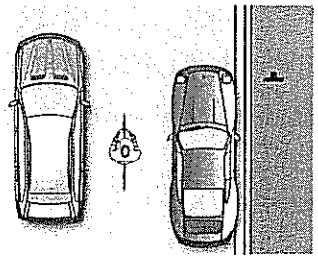
CLASS I
SHARED PATH



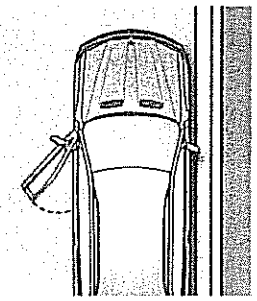
CLASS II
BIKE LANE

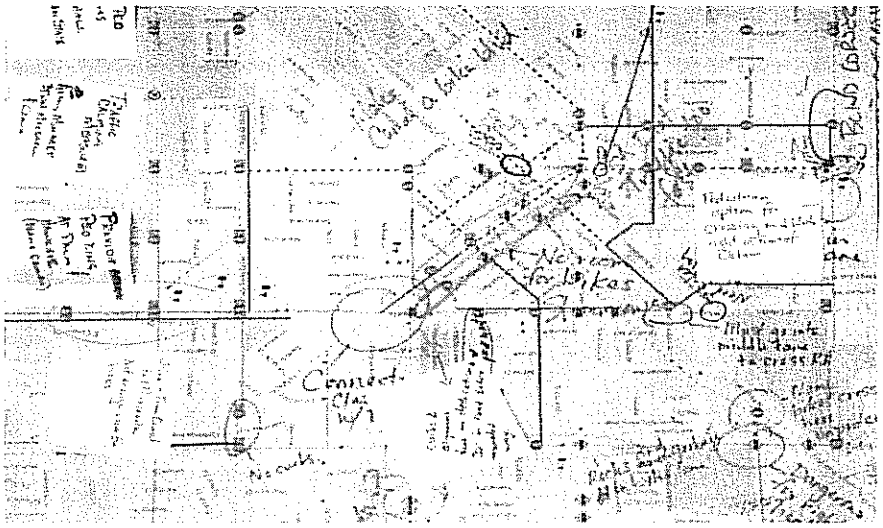


CLASS III
BICYLCE ROUTE



CLASS III
SHARED LANE





2014 PLANNING DIVISION PROJECTS

GENERAL PLAN AMENDMENTS & REZONES

When an applicant requests a change to the zoning or the General Plan for property, such as development of apartments on property designated for single-family homes or want residential uses rather than commercial uses. These applications are legislative actions and are ultimately approved by the City Council. In addition, the request may require a more detailed environmental analysis to show how the proposal's impacts differ from those evaluated in the General Plan or for a specific master plan area.

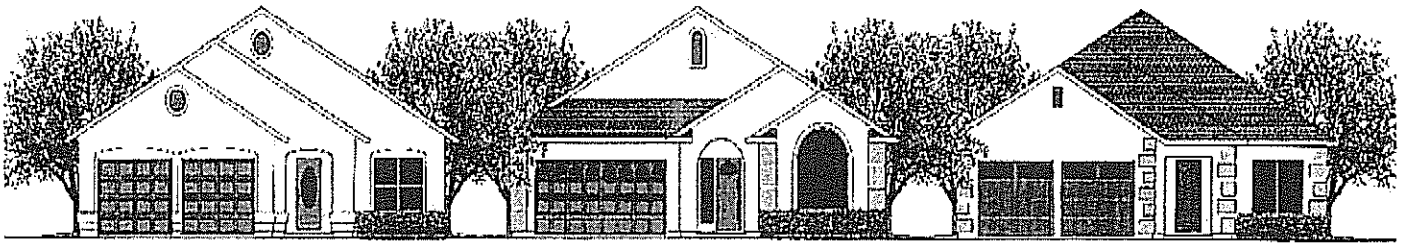
PROJECT	APPLICANT	PROJECT NAME
GP 2014-01	Christopher Hawke	East Tuolumne Master Plan Update

PROJECT	APPLICANT	PROJECT NAME
REZ 2014-01	Christopher Hawke	East Tuolumne Master Plan Update
REZ 2014-02	Carry Pope	Potters Landing

PLANNED DEVELOPMENTS

Planned Developments typically allow deviations from City development standards including lot sizes and dimensions, and building setbacks from property lines. Planned Developments are considered a rezoning of the property(s) and therefore must ultimately be approved by the City Council

PROJECT	APPLICANT	PROJECT NAME
Time Extension PD 190	Newman-Romano LLC	Lander Crossings – Amend Development Schedule
PD 272	Carry Pope	Potters Landing



Potters Landing Planned Development

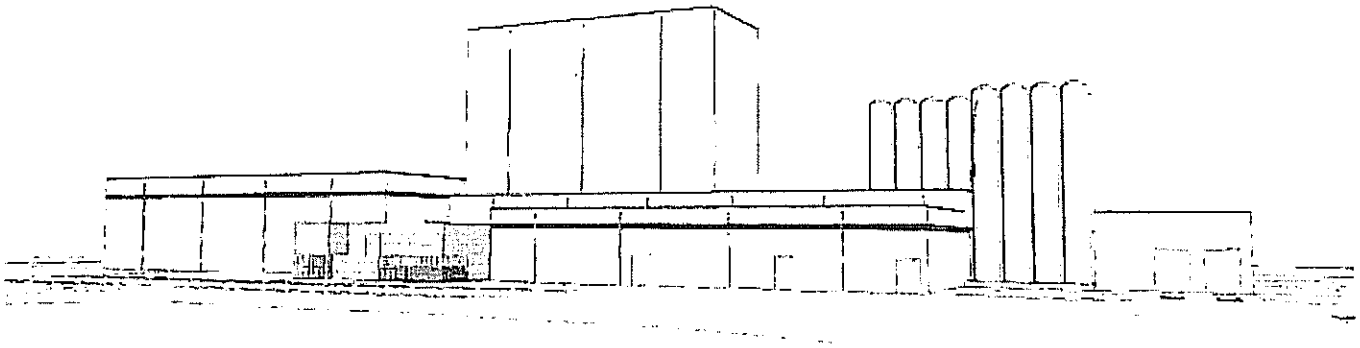
MINOR DISCRETIONARY PERMITS (MDP)

Certain projects can be reviewed and approved at staff level and discretion is used in determining compliance with the adopted policies, codes, and standards of the City of Turlock. MDPs are usually required when there is a substantial change in use of an existing structure, a large expansion of an existing structure, an entirely new project is to be built or when freestanding signs are proposed to be over 3'-0" tall. MDPs requires public notification of the proposed project. The adjoining property owners are notified, as the project may constitute a significant change in the neighborhood. As with all Staff project reviews, a concerned neighbor or property owner may request that the issue be discussed at a public hearing before the Planning Commission.

PROJECT	APPLICANT	PROJECT NAME
MDP 2014-01	OCAT, Inc. (David Olson)	Taco Bell Restaurant - 3606 N Golden State
MDP 2014-02	Drew Volk	Minor Exception - 1201 Sycamore Street
MDP 2014-03	Min-Lyn Investments LLC	Medical Office Building - 1739 Colorado Ave
MDP 2014-04	Anderson-Litfin Inc.	Warehouse Building - 1100 W Glenwood Ave
MDP 2014-05	Scott McCage (Gensler)	ATM kiosk - 3061 Geer Road
Amendment to MDP 2011-02	NUCP Turlock, LLC	Grocery Store - Amend Phasing Schedule
MDP 2014-06	Gordon Brock	Certified Lab Expansion - 3241 Liberty Square Pky
MDP 2007-35 Time Extension	GMA Engineering Inc.	Barnes Welding Building - 2100 Maryann Dr
MDP 2014-07	Creative Products Unlimited	Yosemite Farm Credit Sign - 860 W Monte Vista
MDP 2014-08	United Sign Systems	Dollar Tree Signs - 1390 W Main Street
MDP 2014-09	Tim Pfisterer	Don Pedro Pump - 1930 S Walnut
MDP 2014-10	Shubert Envia	Maxdent Dental Supply - Office/Warehouse
MDP 2014-11	EZ Martinez (Sign Designs)	Sign Program for Chevron - 881 North Golden State
MDP 2014-12	Vigen Inc.	McDonalds - SWC Marshall & S Center Street
MDP 2014-13	Vierra Family 1991 Trust	Dairy Processing Plant - 4407 W Main Street
MDP 2014-14	Clarence Oliveira	Dairy Processing Plant - 4100 W Linwood
MDP 08-32 & 08-36 Time Extension	Kilroy West Main LP	Shopping Center - 2218 & 2300 W Main Street
MDP 2014-15	The Vierra Family 1991 Trust	Façade Improvements/Outdoor Dining - 139 W Main
MDP 2014-16	Stellar Group Inc.	Cold Storage Facility Exp - 537 Fransil Lane

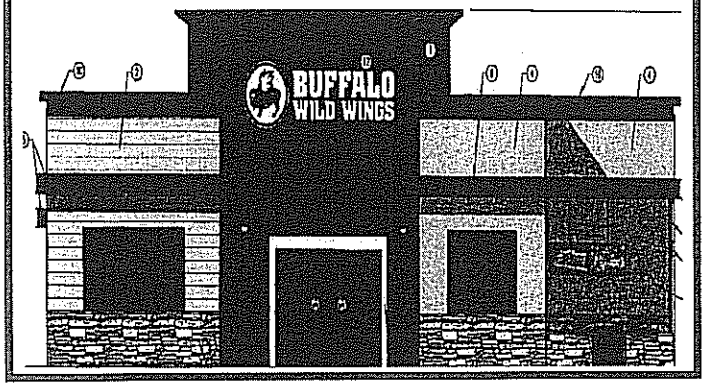
DAIRY PROCESSING FACILITY
MDP 2014-13

In September of 2014 approved and issued a project permitting the development of a dairy processing, packaging and distribution plant. The project included a 116,287 s.f. building, with a 10,000 square foot office area, a 50,000 square foot warehouse area and a 52,482 square foot manufacturing area. On-site structures include 73 foot tall silo tanks and a 135 foot tall drying tower. The project planned for parking for 70 vehicles, based on the number of employees anticipated. Landscaping and other on-site improvements, as well as street frontage improvements associated with the project would also be developed.



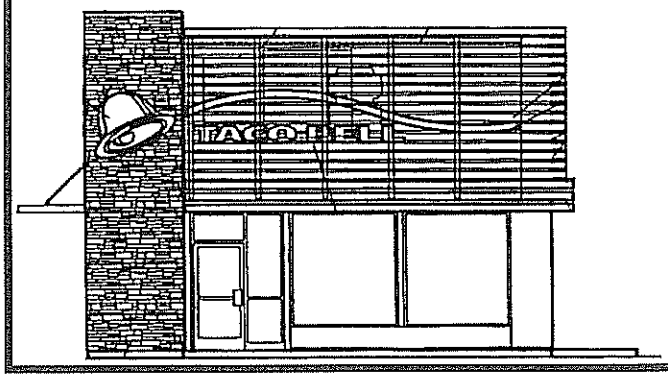
BUFFALO WILD WINGS
MDP 2014-19

In October of 2014 Planning Staff issued a permit to allow the construction of a 5,445 square foot restaurant with a 745 square foot outdoor patio dining area. The restaurant is part of the Monte Vista Crossings 'South' shopping center currently under construction. Associated parking, landscaping and paving will be installed on the site. Approximately 145 square feet of exterior wall signs were also included in the Minor Discretionary Permit.



TACO BELL
MDP 2014-01

In August of 2014 Turlock City Council approved a 2,106 square foot drive-thru restaurant on an approximately 1.27 acre site. Forty-four on-site parking spaces were proposed along with landscaping, lighting and paving. A sign program for the project site was included within the Minor Discretionary Permit.

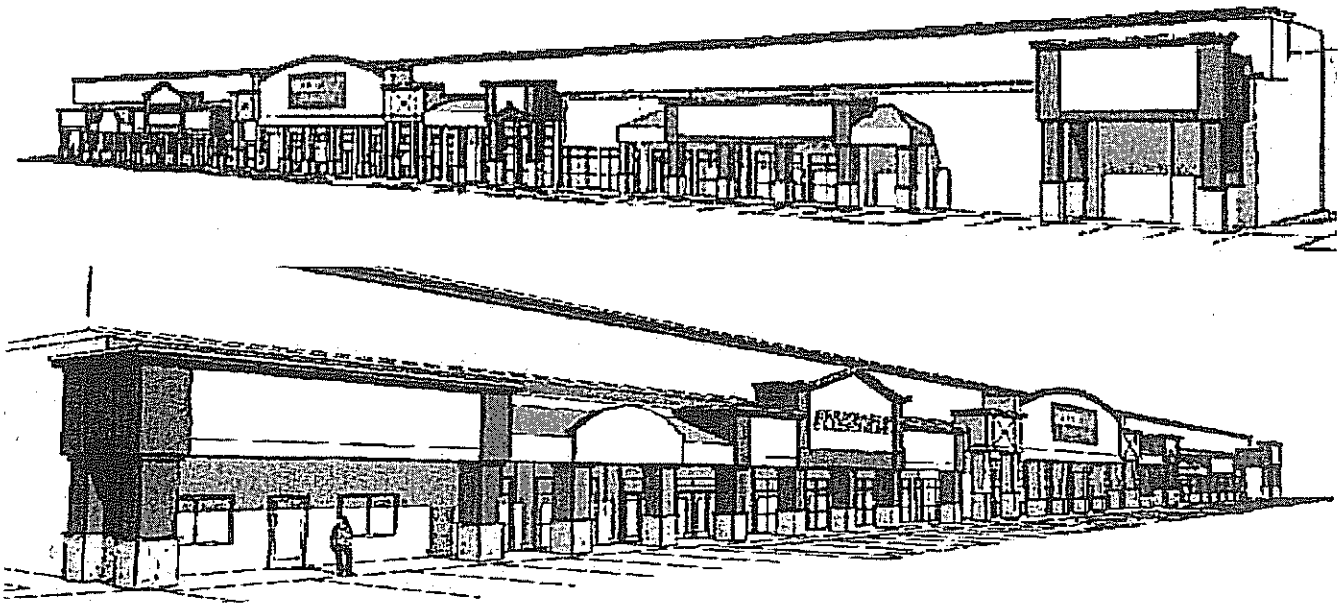


MDP 2014-17	Saul Carter	Fitness Facility - 3209-3211 Liberty Square Pkwy
MDP 2014-18	Mike King WITHDRAWN	New Metal Building- 1769 Carnegie Street
MDP 2011-17 Amendment	Key Seal Products Inc.	Develop rear of property - 600 W Linwood Ave
MDP 2014-19	GHA Architecture	Buffalo Wild Wings/Outdoor Dining
MDP 2014-20	Creative Products Limited	Associated Feed Master Sign Program - 407 S Tegner
MDP 2014-21	Renee Fantazia	Dance Studio - 124 N Broadway
MDP 2014-22	Superior Electrical Advertising Inc.	Master Sign Program McDonalds - 300 S Golden State
MDP 2014-23	N/A	N/A
MDP 2014-24	Ramsin Eshaghmanesh	Remodel/Reopen existing SFD - 601 20th Century Blvd
MDP 2014-25	Turlock Christian School	Classroom Building - 1619 E Monte Vista
MDP 2014-26	Ramin Bet-Yonan	Parking Lot - 1034 &1096 Lander Avenue

AMENDMENT TO PHASING SCHEDULE

MDP 2011-17 AMENDMENT

In February of 2014 Planning Staff issued an amendment to condition number 15 contained in MDP 2011-02 in order to allow phasing of the building facade improvements. Specifically, prior to issuance of a zoning certificate or other land use permit to a future tenant, the respective portion of the facade at that tenant space shall be improved according to the attached building elevations. Minor site plan and building elevation design changes, as shown on the attached plans, are substantially compliant with the site plan and building elevations originally approved with MDP 2011-02.



TEMPORARY USE OF LAND PERMITS (TULP)

Generally, a "temporary use of land" is described as an activity on property when that use is intended to take place only for a limited or intermittent period of time with no intent to become permanent. Common examples of temporary uses of land include outdoor carnivals, outdoor sales events or similar temporary special promotions, temporary parking lots, and model home sales offices.In general, temporary uses may not exceed one year in length. Specific land uses such as outdoor sales events at shopping centers are limited to 72 hours in length, and may not exceed 6 events per year.

TULP 2014-01	Modesto A's	RV Parking for Turlock Swap Meet - 1351 Fulkerth Rod
TULP 2014-02	Relay for Life (Juleen Amaral)	Car Show and Vendor Faire - 610 W Hawkeye
TULP 2014-03	Luis & Karla Mancia	Jordan Car Show - 655 Jordan Ave & Community Fair
TULP 2014-04	American Legion	95th Birthday Celebration - 1600 Auto Mall Drive
TULP 2014-05	GDI Insurance	Health and Safety Faire - 801,855,865 &875 Geer Road
TULP 2014-06	Nancy Tilby	Hawaiian Shaved Ice - 1315 N Golden State Blvd
TULP 2014-07	Mayra Lewis	Turlock Police Widow and Orphans - 244 N Broadway
TULP 2014-08	MedicAlert	Annual Health and Safety Fair - 2323 Colorado Ave
TULP 2014-09	Roger Liston	Windshield Chip Repair - 2419 W Monte Vista Avenue
TULP 2014-10	Dan Avila	Watermelon Packing/Shipping - 145 S Kilroy Road
TULP 2014-11	Westside Ministries	30th Anniversary Celebration - 950 Columbi Street
TULP 2014-12	Walmart (Gilbert Mendez)	Temporary Cargo Containers - 2111 Fulkerth Road
TULP 2014-13	Wellington Station Inc.	Firestone Walker Brew Promotion - 10 E. Main Street
TULP 2014-14	Modesto A's	RV Parking for Turlock Swap Meet - 1351 Fulkerth Rd

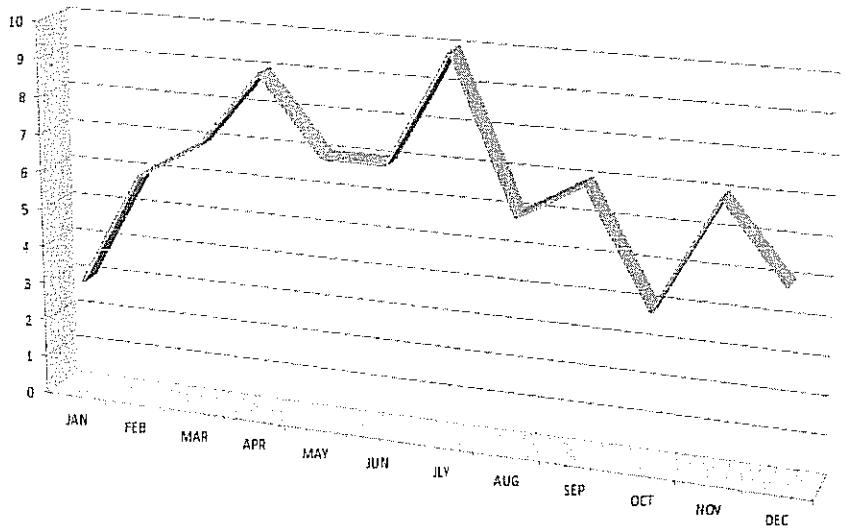
NUMBER OF PROJECTS*
2003-2014

*REZ,GPA,PD,MDP,MAA,TUPL,SUB,VAR

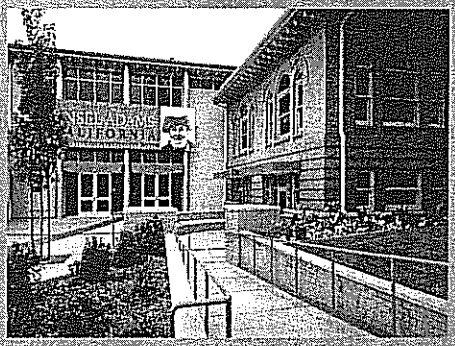
PREDEVELOPMENT MEETINGS

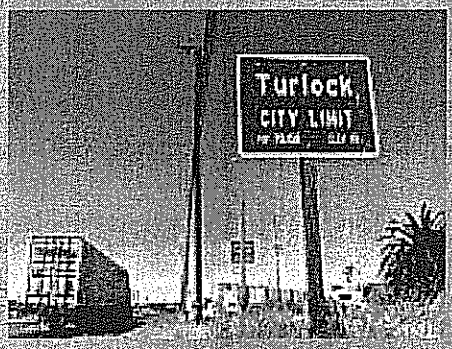
Also worth noting, City staff held approximately 78 predevelopment meetings in 2014. These meetings are offered free of charge to anyone wishing to schedule a meeting with staff to discuss a development proposal. At these meetings, development standards, site and building design, potential parking and traffic circulation issues, infrastructure requirements, public safety concerns/standards, fees, and any other information related to the particular project are discussed. Having this discussion early on in the development process has proven to be very beneficial to everyone involved.

NUMBER OF 2014
PREDEVELOPMENT MEETINGS



JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
3	6	7	9	7	7	10	6	7	4	7	5



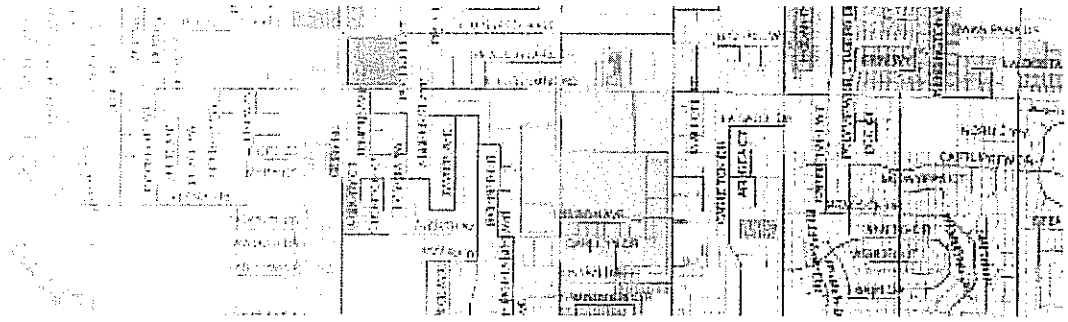


IMPLEMENTATION REPORT

Included in the General Plan is an "Implementation Report" table, which details specific actions relating to each of the listed chapters, identifies the responsible department(s), and includes a column for staff to journal implementation steps in achieving each action.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Downtown:*		
2.4b: Update the Downtown Overlay District and Design Guidelines.	Planning	Minor updates to the use classifications and height limits has been approved by the Planning Commission with a recommendation for approval by the City Council. Amendment expected to be heard by City Council by May 2014. Applied for grant funding for major update; however grant was not awarded. Major update to be scheduled within the next two years.E51
2.4c: Continue Downtown Property-Based Improvement District.	Economic Development	The PBID was renewed by the Downtown Property Owners Association on July 9, 2013 for a period of ten years.
2.4d: Work with property owners to preserve the historic character of Downtown Turlock.	Planning	The City has applied for a Strategic Growth Council Sustainable Communities Planning Grant to comprehensively update the Downtown Design Guidelines using a Pattern Book approach. The grant was not approved. Staff will be working on a major update to the Downtown Zoning Regulations and Design Guidelines within the next two years.

CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT Residential Areas		
2.5d: Zoning ordinance revisions to match General Plan.	Planning	The Planning Commission approved the zoning amendments on March 6, 2014. The amendment was scheduled for action at the January 2015 City Council meeting. That action was postponed and returned to the Planning Commission for consideration. It is expected that the updated ordinance will be adopted by Summer 2015.



2.5-i: Create incentives to increase residential development in Downtown and infill sites.	Building	The updates Downtown Zoning Regulations will provide reduced permitting requirements for high rise residential development. These regulations will be reconsidered by the Planning Commission in March 2015 and are expected to be considered by the City Council by Summer 2015.
2.5-l: Establish a graduated density ordinance in neighborhoods with narrow lots (by today's standards) generally located in Southwest.	Planning	This project is currently on hold awaiting staff availability.
2.5-m: Establish an overlay district(s) for areas adjacent to Downtown to preserve the historic quality and cohesiveness of these post-WW II neighborhoods.	Planning	This project is currently on hold awaiting staff availability.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Retail/Commercial/Mixed Use Areas:*		
2.6e: Discount Superstore Demand Analysis.	Economic Development	Household growth has not yet achieved the milestone established in the General Plan for initiating this analysis.
2.6h: Incentives for mixed use projects.	Economic Development	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Industrial Areas:*		
2.7e: Review designated truck routes and "industrial streets" to accommodate industrial traffic and avoid unanticipated conflicts.	Engineering	The City is currently in the process of reviewing and modifying maps.
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Professional Office and Business Park:*		
2.8f: Prioritize Downtown as a preferred location for the construction of any new City administrative offices.	Administration	A new Public Safety Facilities Building was completed in 2013 and is now serving as the City headquarters for Police and Fire Services.
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *The Planning Area and City/County Relationships:*		
2.9k: Update the City's agreement with Stanislaus County regarding the collection of public facility fees and land use policies for development adjacent to the City.	Administration	The City continues to discuss this issue with the County. The County has indicated that a policy will be included in their new General Plan giving cities a greater role in decisions outside the Sphere of Influence and within the planning area boundary of a city.
2.9l: Work with Stanislaus County to identify revenue tools to underwrite necessary improvements to encourage incorporation of County islands.	Administration	The City continues to discuss this issue with the County. A coordination committee involved elected representatives from the County and the City has been established to address this issue.

2.9-m: Work with StanCOG on regional issues (Regional Transportation Plan (RTP) Update and Sustainable Communities Strategy (SCS)).	Planning	The City served on the RTP and Sustainable Communities Strategy (SCS) steering committee for StanCOG. The RTP and SCA have been adopted by StanCOG. The City of Turlock has received a letter from StanCOG stating that the Turlock General Plan is in compliance with the RTP and SCS.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Economic Development:*		
2.11-j: Complete a citywide economic development strategic plan every five years focusing on industry targeting, job creation, marketing and local business support.	Economic Development	The City established a Mayor's Economic Development Task Force in July 2013. the task force was charged with the responsibility to develop an updated Economic Development Strategic Plan which was drafted and then adopted by City Council on October 28, 2014.
2.11-p: Develop and implement a marketing strategy for the Turlock Regional Industrial Park.	Economic Development	As part of the adoption of the Economic Development Strategic Plan, marketing strategies have been identifed as we ll as the key stakeholders who need to be part of this collaborative effort.
2.11-s: Re-evaluate building permit fees to reflect actual costs to the City.	Building	This task has been completed. The City Council decided to reduce the fees by approximately 25% in certain categories to incentivize business development.
2.11-t: Work with Stanislaus County and the City of Patterson to establish West Main Street as an expressway connection Turlock to I-5.	Engineering	The improvement project has been endorsed by both cities and is currently in the draft Regional Transportation Impact Fee Program of Projects. A feasibility study has been funded by StanCOG and the consultant TY Lin, has begun the first public outreach meetings on possible alignments.

2.11-ab: Work with the Stanislaus County Fair Board to either expand the County Fairgrounds at its current site or identify a new site west of State Route 99 for relocation.	Economic Development	
2.11-ac: Partner with CSU-Stanislaus to publicize available educational and training programs using the City's website, through the Library, and at City Hall.	Human Resources	CSU Stanislaus and the City have engaged in the formal adoption of the Town and Gown effort. This collaboration spans many community and educational aspects of programs and services that enhance the community and the University.
2.11-ae: Work with the Building Division and a structural engineer to identify less expensive seismic retrofit, fire safety, and ADA compliance options for older buildings.	Building	
2.11-ag: Pursue beautification projects.	Engineering	Beautification projects have been completed along North Golden State Blvd. from Monte Vista to Tuolumne Road. Additional funding is required to complete the remainder of the beautification projects, including the SR 99/Monte Vista interchange project. The funding source used to construct previous projects is no longer available. The City will need to identify another source of funds to complete all of the identified projects.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT ***Economic Development Continued:***		
2.11-ah: Market Turlock's assets.	Economic Development	New marketing stratgies have been adopted as part of the Economic Development Strategic Plan.

2.11-ai: Educate users about the improved permitting process.	Economic Development	The City of Turlock has been identified as a streamlining star on the Statewide Go Biz website.
2.11-ak: Implement Turlock's Master Way Finding Sign Program.	Economic Development	A master plan has been adopted. Additional funding is required to implement the plan.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Growth Strategy:*		
3.1-l: Update the Capital Facility Fee (CFF) program to reflect the adopted General Plan and update every 5 years in accordance with State Law.	Engineering	The new CFF program has been adopted and enacted.
3.1-m: Develop a County Islands incorporation strategy and include in Housing Element Update.	Planning	Through the United States Department of Housing and Urban Development (HUD) Conolidated Plan process, the City and County of Stanislaus is developing a joint Neighborhood Revitailization Strategy Area where HUD funds can be used to address some of the infrastructure issues and identify solutions.
3.1-m: Prepare a master plan for the Montana-West Island	Planning	Funding the development of the master plan is currently a hurdle to accomplishing this goal.
3.1-m: Prepare and update financial plans for county island and other disadvantaged communities.	Planning	
3.1-n: Continue prezoning and annexation is accordance with timing Policy 3.1-p.	Planning	The City Council adopted a policy along with "Alternative 1" which requires that 70% of the building permits for available vacant properties within the City limits be issued prior to initiating annexation of a new Master Plan area.

3.1-o: Update existing master and specific plans (i.e., Northwest Triangle Specific Plan and E. Tuolumne Master Plan).	Planning	The City Council has given conceptual approval to moving forward an update to the Northwest Triangle Specific Plan. A private application has been submitted to update the E. Tuolumne Master Plan. The E. Tuolumne Master Plan amendments were approved by the City Council in November 2014.
3.2-e: Continue to work with Merced County, StanCOG and MCAG to secure funding for the Southeast interchange to improve circulation and relieve congestion on the Lander Avenue interchange.	Planning	The Project Study Report was adopted by the City of Turlock and the other partner agencies who funded the Report. The City has included a portion of the funding for the interchange in the updated Capital Facility Fee program of projects.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Prepare Master Plans:*		
Southeast Master Plan 1: Morgan Ranch	Planning	The draft Master Plan and environmental impact report (EIR) have been completed and have been circulated for public comment. The public hearing on the Master Plan and EIR for the Planning Commission is scheduled for April 2015.
Southeast Master Plan 2: East Avenue North	Planning	
Southeast Master Plan 3: East Avenue-Linwood	Planning	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Potable Water*		
3.3-h: Update the City's water master plan.	Municipal Services	Scheduled to be updated in FY2015/16.
3.3-j: Pursue surface water and other alternative water supply sources.	Municipal Services	The City is an active member of the Stanislaus Regional Water Authority whose purpose is to obtain a supply of potable water from the Tuolumne River in cooperation with the Turlock Irrigation District.
3.3-j: Secure surface water sales agreement with the Turlock Irrigation District.	Municipal Services	Funding the The SRWA developed a first draft of the Drinking Water Agreement in 2012. Its final terms are being negotiated by the SRWA and the TID. of the master plan is currently a hurdle to accomplishing this goal.
3.3-k: Supplement the water system master plan with rate and fee studies to ensure that adequate funds are raised.	Municipal Services	Completed January 2014.
3.3-o: Establish requirements for appropriate Best Management Practices for new development to optimize groundwater recharge.	Municipal Services	Continue working with Development Services to develop Low Impact Design standards for all new development to minimize storm water runoff and encourage groundwater recharge.

CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Wastewater System*		
3.3-r: Update the sanitary sewer master plan to identify future wastewater flows and plan for an adequate wastewater collection system.	Municipal Services	Completed October 2013.

3.3-s: Update, as needed, the wastewater treatment plant master plan to comply with current and future regulations.	Municipal Services	Completed July 2014.
3.3-t: Update the recycled water master plan, as needed.	Municipal Services	The City is an active member of the North Valley Regional Recycled Water Program as well as the Western Regional Recycled Water Coalition. The City's objective is to convey recycled water for beneficial use in Stanislaus County.
3.3-u: Supplement the wastewater system master plan with rate and fee studies to ensure that adequate funds are raised.	Municipal Services	Scheduled for FY 2015/16.

CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Stormwater System*		
3.3-w: Update the storm water master plan to identify future storm water flows and plan for an adequate storm water conveyance, storage, and disposal system.	Municipal Services	Completed October 2013.
3.3-x: Supplement the storm water master plan with fee studies to ensure that adequate funds are raised.	Municipal Services	
3.3-ad: Require implementation of Low Impact Development and Water Quality Best Management Practices for new development and public works projects.	Municipal Services	

CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Waste Management and Recycling*		
3.3-ah: Adopt a construction and demolition waste recycling ordinance that requires large projects to divert all Portland cement concrete and asphalt concrete and at least 50% of all remaining debris away from landfills.	Municipal Services	Completed October 2013.
3.3-ak: Study the feasibility of adding food waste to the City's curbside compost pick-up program.	Municipal Services	Completed July 2014.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 4: PARKS, SCHOOLS, AND COMMUNITY FACILITIES *Parks, Recreation, and Open Space:*		
4.1-f: Update the City's Park, Recreation and Open Space Master Plan.	Parks, Recreation, and Public Facilities	The City Council has approved use of park fees to begin the update to the Parks Master Plan and fee program. Staff expect to start work on this project in Summer 2015.
4.1-f: Update the City's Park, Recreation and Open Space Master Plan.	Parks, Recreation, and Public Facilities	
4.1-h: Acquire and develop 5 new neighborhood-serving parks in Southeast Master Plans 1 and 2.	Parks, Recreation, and Public Facilities	

4.1-q: Update the park fees consistent with the updated Parks, Recreation and Open Space Master Plan, include non-residential fees pursuant to Policy 4.1-r	Parks, Recreation, and Public Facilities	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 4: PARKS, SCHOOLS, AND COMMUNITY FACILITIES *Community Facilities:*		
4.2-c: Within 2 years of adopting the new General Plan, identify and order priorities for new sports and recreation facilities, and undertake feasibility studies to determine whether and how to proceed with development.	Parks, Recreation, and Public Facilities	P,R&PF staff are developing an RFP for consulting services to conduct a sports and recreation facility feasibility study. The RFP process should be completed in Spring of 2015.
4.2-d: Following a feasibility study, confirm support, negotiate partnerships and amend the Capital Facilities Fee to include projects, as appropriate.	Parks, Recreation, and Public Facilities	
4.2-g: Coordinate with the Stanislaus County Library and Turlock Unified School District to explore a joint use library as part of a new middle or high school.	Parks, Recreation, and Public Facilities	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Roadway Networks, Standards, and Improvements:*		
5.2-j: Continue to work with Caltrans to achieve timely construction or programmed freeway and interchange improvements.	Engineering	The environmental document for the Fulkerth interchange is nearly completed with 90%of the construction documents having been submitted to Caltrans.
CHAPTER 5: CIRCULATION *Regional Cooperation:*		
5.2-k: Update City Standard Specifications and Drawings as necessary for regional roadways.	Engineering	The City is currently developing a schedule to update this standards for the City.
5.2-l: Work with Stanislaus County and other agencies to implement new interchange on State Route 99 near Youngstown.	Engineering	The Project Study Report was adopted by the City of Turlock and the other partner agencies who funded the Report. The City has included a portion of the funding for the interchange in the updated Capital Facility Fee program of projects.
CHAPTER 5: CIRCULATION *Regional Cooperation Continued:*		
5.2-p: Work with County to expand the current Sphere of Influence fee into adjacent unincorporated areas.	Planning	The County of Stanislaus is proposing to include a policy in its updated General Plan to ensure that cities have the opportunity to affect decisions within one mile of the current City limits. This would expand the current sphere of influence policy as it relates to land use decisions. The City continues to work with the County on an updated regional impact fee as well as the expansion of the City's sphere of influence to a larger area to ensure that the impacts of growth in the unincorporated area are mitigated through the payment of City facility fees.

5.2-q: Work with Caltrans, Stanislaus County and other jurisdictions to establish a fair-share fee program for improvements to regional routes and state highways.	Administration	
5.2-s: Update city standard plans and specifications, where necessary, to match new General Plan standards.	Engineering	The Engineering Division is currently preparing the updated City Standard Specifications and Drawings for consideration by the City Council.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Street Network:*		
5.2-w: Each year, prepare a 5-year Capital Improvement Program to construct/update circulation facilities.	Engineering	The 5-year Capital Improvement Program is being developed as part of the annual budget process. General Plan Conformity will be determined by the Planning Commission.

CHAPTER 5: CIRCULATION *Roadway Operations and Monitoring:*		
5.2-ad: Monitor traffic and accident information on a regular basis to identify projects to improve traffic safety.	Engineering	Ongoing

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Funding for Improvements:*		
5.2-ae: Ensure that new development pays its fair share of the costs of street and other local transportation improvements by updating the Capital Facility Program and adopting an Area of Influence Fee for development in the unincorporated area that impacts City streets and roads.	Engineering	The Capital Facility Fee Program has been updated to ensure that development pays its fair share of public infrastructure and general government infrastructure, buildings and studies.
5.2-af: Use citywide traffic impact fees and Area of Influence fees to provide additional funding for transportation improvements based on roadway design in Roadway Network Diagram.	Engineering	The City continues to work with the County to establish a program that would extend the City's impact fee program to unincorporated areas that impact City street and roads.
5.2-am: Establish precise alignments based on the General Plan circulation diagram and the standards delineated in Table 5-6.	Engineering	
5.2-an: Plan line studies shall be included in CFF costs. Once the plan lines are established, new cost estimates shall be prepared and the CFF updated to review the revised and finalized costs.	Engineering	

5.2-ar: Conduct a plan line study for the expressway on the east side of Turlock that will connect Christofferson Parkway to State Route 99.	Engineering	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Relationship between Modes:*		
5.2-au: Establish citywide standards for bus stop locations and bus frequencies/ headways.	Engineering	

CHAPTER 5: CIRCULATION *Downtown Parking:*		
5.2-av: Improve Downtown parking opportunities as demand grows. Downtown Parking Facilities shall be included in the CFF Update.	Engineering	Completed

CHAPTER 5: CIRCULATION *Complete Streets:*		
5.3-i: Establish a funding program to implement the Bikeways plan and update CFF to expand this program citywide.	Engineering	Completed
5.3-k: Prepare a Bicycle Master Plan consistent with the requirements of the Streets and Highway Code to be eligible for State funding.	Planning	The City has hired Alta Planning as a consultant to develop an Active Transportation Plan. One of the outcomes of this plan will be to allow the City to apply for special Caltrans bicycle system improvement grants.

5.3-l: Modify CFF program to recognize reduced impact on demand for new infrastructure in Downtown Pedestrian Priority Area.	Engineering	Completed
5.3-n: Establish a program to encourage bike use among city employees.	Human Resources	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Bicycle Improvement Strategy:*		
5.3-u: Complete a feasibility study within 2 years of the Priority Infill Bikeway Areas identified in Figure 5-3 of the General Plan. (May be included in the Bike Master Plan).	Planning	This task will be completed as part of the Bicycle Master Plan. The City has hired a consultant to develop an Active Transportation Plan, which is, in essence, a Bike/Pedestrian Master Plan. Staff is currently working with the consultant to form a Citizens Advisory Council and finalize a timeline for events involved in the Plan development process.

CHAPTER 5: CIRCULATION *Local Transit:*		
5.4-g: Continue to evaluate the potential location of a transit center integrated with commuter and/or high speed rail, as necessary.	Planning	The General Plan identified two potential locations for the future rail station. Depending on funding availability, timing, and engineering details, one of these locations will be selected in the future.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 6: CITY DESIGN *Streetscape Design and Pedestrian Orientation:*		
6.3-h: Periodically update the Street Tree Master Plan	Parks, Recreation and Public Facilities	Staff has completed an update and will be bringing it to Council in Spring 2015 for adoption.

CHAPTER 6: CITY DESIGN *Sustainable Site Planning:*		
6.4-e: Update Zoning Ordinance to enable use of impervious surfaces and natural drainage to reduce storm water run-off.	Planning	The City is currently developing a guidelines document, entitled "Post-Construction Standards Plan" to implement the State requirements for the Phase II Municipal Separate Storm Water Sewer System (MS4) Permit. That document is expected to presented to the City Council for Adoption in July 2015.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 7: CONSERVATION		
Update City's CEQA Guidelines as necessary to comply with State Law.	Planning	The City Council adopted the CEQA Guidelines in April 2014.

CHAPTER 7: CONSERVATION *Agriculture and Soil Resources:*		
7.2-f: Participate in the development of a county-wide agricultural mitigation program consistent with Lace policy	Planning	The City continues to investigate alternative methods of agricultural preservation and mitigation. The Stanislaus LAFCO has adopted a policy that will apply to all future annexations by the City. The City will need to select a strategy prior to submitting an application to LAFCO. Options include adopting a mitigation fee or establishing an urban growth boundary by the vote of the citizens.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 8: AIR QUALITY AND GREENHOUSE GASES *Planning for Climate Change:*		
8.2-f: Within 3 years of General Plan adoption, prepare a strategic plan for reducing greenhouse gas emissions, focusing on technically and financially feasible implementation measures that can be take by the City for buildings, fleet and operations.	Municipal Services	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 8: AIR QUALITY AND GREENHOUSE GASES *Planning for Climate Change Continued:*		
8.2-o: Provide incentives for greater energy efficiency (at least 20 percent greater than Title 24) in buildings developed in new master plan areas	Building	The City Council has adopted a new policy requiring industrial and commercial buildings over 50,000 square feet to evaluate building improvements that reduce greenhouse gases by 15% more than required under the California Green Building Code.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 9: NOISE		

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 10: SAFETY *Hazardous Materials and Operations:*		
10.1-e: Implement County-wide Integrated Waste Management Plan.	Municipal Services	Ongoing

CHAPTER 10: SAFETY *Flooding and Drainage:*		
10.3-b: Cooperate in Multi-Jurisdictional Hazard Mitigation Plan.	Fire Services	The Fire Department coordinated and completed the LHMP for the City of Turlock in conjunction with Stanislaus County. The plan was completed in 2010 and is good through 2015.
10.3-d: Update City street design standards to allow for expanded storm water management techniques.	Engineering	

CHAPTER 10: SAFETY *Fire Services:*		
10.4-i: Coordinate facilities planning with urban expansion. Within 2 years of adoption of the General Plan, determine the appropriate location for the new fire station based on the configuration and phasing of new development.	Fire Services	The Fire Department has not yet started to plan for a Station 5 location. We have started a preliminary response time analysis for the general area.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 10: SAFETY *Public Safety:*		
10.4-i: Ensure that the Capital Facility Fee Program and Community Facility District adequately fund police and fire capital and operating expenses.	Engineering	The City has hired EPS to evaluate CFD #2 to determine whether it is adequate to pay for the added cost of public safety and park maintenance personnel generated by growth.
10.4-w: Amend Chapter 8 (Building Regulations) of the TMC to require all new construction to be designed to amplify emergency radio communications within larger buildings.	Building	This provision is included in the Fire Code.

HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR)

(CCR Title 25 §6202)

Government Code Section 65400 requires that the City prepare an annual report on the status and progress in implementing the General Plan Housing Element, using forms adopted by the Department of Housing and Community Development (HCD). The APR includes information on the City's progress in addressing the regional housing need allocation (RHNA), including the number of housing units permitted by income level, the status of programs in the housing element and efforts to remove governmental constraints.

In addition, submittal of an APR to HCD is one of the threshold requirements to qualifying for Housing Related Parks (HRP) Program funds. The HPR Program rewards local governments for the approval of housing for affordble to lower-income households, providing grant funds for park-related projects to eligible local governments for every qualifying housing start, beginning calendar year 2010.

The following tables show the progress the City of Turlock has made in 2014 in reference to the increase of its housing stock and the varying levels of affordability based on state mandated standards.

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development See Instructions	Deed Restricted Units See Instructions	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
(9) Total of Moderate and Above Moderate from Table A3 ► ►								0			
(10) Total by income Table A/A3 ► ►								0			
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

Table A2

Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA whichmeet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	2	2	All units were owner occupied units and all were at or below 60% of the Median Area Income for Stanislaus County.
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units	1	2	3	6	A total of 6 units were acquired and rehabilitated . All units occupied to families at or below 80% of the MAI for Stanislaus County
(5) Total Units by Income	1	2	5	8	

* Note: This field is voluntary

Table A3

Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	52					52	
No. of Units Permitted for Above Moderate	23					23	

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

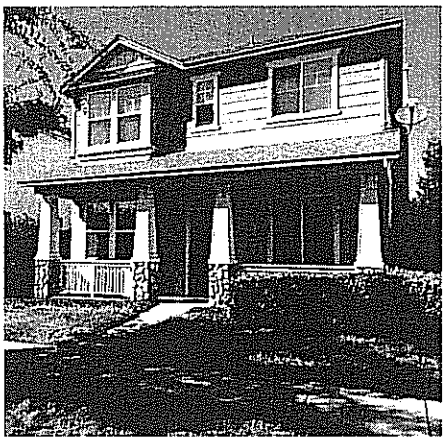
Enter Calendar Year starting with the first year of the RHNA allocation period. See Example			2007	2008	2009	2010	2011	2012	2013	2014		Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	805	6					13				19	724
	Non-deed restricted		57	3	0	1				4		65	
Low	Deed Restricted	562						43				43	186
	Non-deed restricted		164	127	29	2	1			10		349	
Moderate	Deed Restricted	866						23				23	177
	Non-deed restricted		228	76	24	25	7	16	36	52		430	
Above Moderate		1,426	8	21	0	26	20	5	15	23		102	1,310
Total RHNA by COG. Enter allocation number:		3,461	463	227	53	54	28	102	51	53		1,031	2,397
Total Units ► ► ►													
Remaining Need for RHNA Period ► ► ► ► ►													

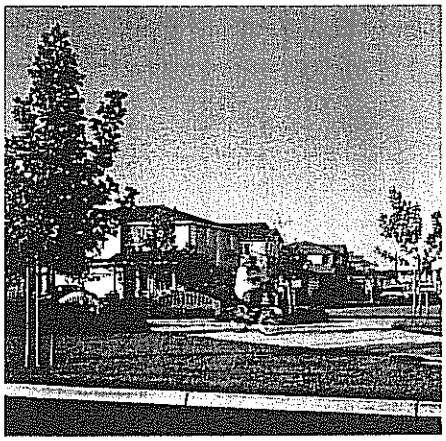
Note: units serving extremly low-income households are included in the very low-income permitted units totals.

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Increase Housing Opportunities and Accessibility			
	Seek assistance under federal, state, and other programs for eligible activities within the City that address affordable housing needs.	annually	No new grants were received in 2014. Continuing the seek additional funding sources.
	Provide home ownership opportunities for low and moderate income residents whenever possible.	ongoing	Provided down payment assistance to15 families
	Encourage the development of housing and programs to assist persons with special needs.	ongoing	Currently in discussions with non profit agencies to acquire and rehabilitate units for persons with special needs.
	Assist the Housing Authourity of the County of Stanislaus to meet the growing demand for public housing units and rental assistance through the voucher programs.	annually	Continue with discussions for the development or acquisitions of units or receipt of additional vouchers
Remove Constraints to Housing Production			
	Provide the citizens in the City of Turlock with reasonably priced housing opportunities within the financial capacity of all members of the community.	ongoing	Phase 2 of Avena Bella phase 2 will provide 60 additional units. Developer to apply for 2015 tax credits



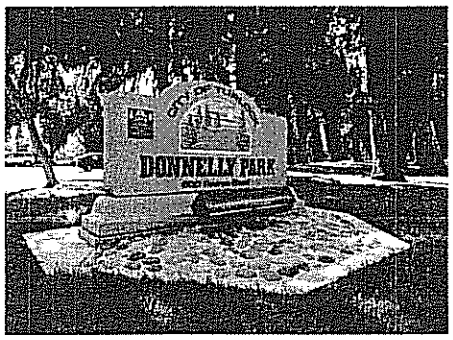


	Promote available housing programs to non-profits and private developers to ensure that a wide range of entities are aware of the programs, and to promote the development of good quality competilive applications for affordable housing projects.	ongoing	Four (4) units were acquired in Summer of 2014
Provide and Maintain an Adequate Supply of Sites for the Development of New Affordable Housing			
	Provide information to lenders, for-profit and non-profit developers, and other housing providers on available vacant and underutilized land.	ongoing	
	Provide opportunities for mixed use developments.	ongoing	
	Provide a sufficient amount of zoned land to accommodate development for all housing types and income levels.	ongoing	
Preserve, Rehabilitate, and Enhance Existing Housing and Neighborhoods			
	Preserve existing neighborhoods.	ongoing	Department to identify target areas to receive grants for the preservation of exsisting housing stock
	Maintain, preserve and rehabilitate the existing housing stock in the City of Turlock.	annually	A total of 2 homes were rehabilitated

	Preserve at-risk housing	annually	No at risk units were identifies in 2013
Provide Housing free from Discrimination			
	Eliminate Housing Discrimination	ongoing	Continue working with non profits for the furthering of fair housing.
	Reduce the incidence of desplacement.	ongoing	No displacement issues were identified
Encourage and Enhance Housing Program Coordination			
	Maximize coordination and cooperation among housing developers, housing providers and program managers.	ongoing	Continuing cooperation with developers and providers
	Provide housing assistance information to low wage employees.	twice a year	Flyers were sent out once in City utility mailers and information booths were available during community fairs and events throughout Stanislaus County
Reduce Residential Energy Consumption			
	Increase awareness of energy conservation opportunities.	ongoing	
	Reduce energy consumption in City funded and supported residential projects.	ongoing	Work with families and developers to identify and implement methods for energy conservation

Development Services Department

Mike Pitcock, Development Director
Debbie Whitmore, Planning Manager



Project Staff

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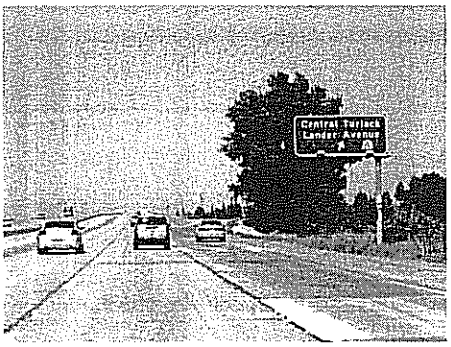


Contributing Partners

Katie Quintero, Assocaite Planner
Adrienne Werner, Assistant Planner
Dorinda Soiseth, Staff Services Technician

City Departments

Engineering
Mike Pitcock

Housing
Maria Ramos

Building
Eric Picciano

Municpal Services
Garner Reynolds

Parks, Recreation and Facilities
Alison Van Guilder

Administration
Maryn Pitt

Police Department
Robert Jackson

Fire Department
Tim Lohman

5G

Council Synopsis

April 14, 2015

From: Mike Pitcock, Director of Development Services

Prepared by: Rose Stillo, Senior Planner

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the 2015 Update to the City of Turlock CEQA Implementation Guidelines

2. DISCUSSION OF ISSUE:

Under California law, each public agency must adopt local implementation guidelines to establish objectives, criteria, and specific procedures for administering its responsibilities under the California Environmental Quality Act (CEQA) and CEQA Guidelines (§15022). In order to comply with this requirement, the City of Turlock CEQA Implementation Guidelines were developed and adopted in the year 2000 and updated in 2014.

The City of Turlock Implementation Guidelines are intended to supplement the provisions of State law and the Administrative Code and provide the necessary administrative rules to carry out the intent of the law within the City of Turlock.

The purpose of the City of Turlock Implementation Guidelines includes:

- Identifying activities that are exempt from CEQA
- Describing the process for conducting CEQA Initial Studies, Negative Declarations, and Environmental Impact Reports (EIRs)
- Provisions for consulting with and obtaining comments from other public agencies and members of the public with regard to the environmental effects of projects
- Declaring the person or decision-making body responsible for approving or disapproving the CEQA determination, and
- Providing time periods for performing functions under CEQA

The State suggests that local Implementation Guidelines be amended to reflect changes that take place locally when implementing California's CEQA Guidelines. This update to the City of Turlock CEQA Implementation Guidelines primarily includes changes to Section IV CEQA Process Overview, subsections D. *Agency Approval and Notice of Determination* and E. *Definition of "Approval" of a Project* (page 6). These changes will clarify questions raised by project applicants and City staff regarding timeframes for posting a CEQA Notice of

Determination for a project. Other minor changes in the document are noted by use of strikeouts and/or underlining (page 5).

3. BASIS FOR RECOMMENDATION:

The State suggests that the local CEQA Implementation Guidelines be amended to reflect changes that take place locally when implementing California's CEQA Guidelines..

Strategic Plan Initiative: F) Intelligent, Planned, Managed Growth

Goal: a. Ensure all growth adds value to the current and future community

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
The cost of preparing this report was funded by the General Fund

5. CITY MANAGER'S COMMENTS:

Recommends Approval

6. ENVIRONMENTAL DETERMINATION:

Exempt [CEQA § 15061 (b) (3) – Review for Exemption]

7. ALTERNATIVES:

A). Deny this update to the City of Turlock CEQA Implementation Guidelines

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE 2015 UPDATE TO THE CITY OF TURLOCK CEQA IMPLEMENTATION GUIDELINES	}	**RESOLUTION NO. 2015-**

WHEREAS, in accordance with California Government Code, Title 14, Chapter 3, §15022, City staff has prepared the 2015 Update to the City of Turlock CEQA Implementation Guidelines (Exhibit A); and

WHEREAS, the City Council affirms that the 2015 Update to the City of Turlock CEQA Implementation Guidelines meets the requirements of the California Government and therefore, shall be adopted; and

WHEREAS, pursuant to Section 15025 of the CEQA Guidelines, the City Council acknowledges that the Planning Commission and City staff are designated in the Turlock Municipal Code as the decision-making body for a permit or action, the Planning Commission and/or the designated staff is responsible for making the final environmental determination for the project; and

WHEREAS, the City Council determines that the proposed action is "exempt" from the provisions of the California Environmental Quality Act (CEQA).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock that 2015 Update to the City of Turlock CEQA Implementation Guidelines is in conformance with the California Government Code (§15022).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of April, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Exhibit A

I. Purpose of CEQA

A. State Law

The California State Legislature adopted the California Environmental Quality Act (CEQA) in 1970 in order to protect the environment from the potentially harmful impacts of development. *CEQA* is contained in Division 13, Section 21000 et seq. of the *Public Resources Code*. The primary functions of CEQA are to:

- **Inform** the general public, Planning Commission and City Council of the potential environmental effects of a proposed activity;
- **Identify** ways to eliminate or limit damage to the environment;
- **Prevent** avoidable damage to the environment through changes in project design or incorporation of mitigation measures; and
- **Disclose** to the public the reasons for project approval if a project leads to environmental damage.

B. Local Implementation Guidelines (§15022)

Under California law, each public agency must adopt local implementation guidelines to establish objectives, criteria, and specific procedures for administering its responsibilities under CEQA and CEQA Guidelines (§15022). The purpose of the City of Turlock Implementation Guidelines includes:

- Identifying activities that are exempt from CEQA,
- Describing the process for conducting CEQA Initial Studies, Negative Declarations, and Environmental Impact Reports (EIRs),
- Provisions for consulting with and obtaining comments from other public agencies and members of the public with regard to the environmental effects of projects,
- Declaring the person or decision-making body responsible for approving or disapproving the CEQA determination, and
- Providing time periods for performing functions under CEQA.

The City of Turlock Implementation Guidelines are intended to supplement the provisions of State law and the Administrative Code and provide the necessary administrative rules to carry out the intent of the law within the City of Turlock. Nothing contained within the City Implementation Guidelines is intended to limit the City from establishing alternative procedures for environmental review of a project where either specific policies and procedures are not set forth herein or where an alternative procedure will expedite review consistent with State law and the purpose of CEQA.

C. Guidelines are Consistent with CEQA

The City of Turlock Implementation Guidelines are intended to be consistent with CEQA and the CEQA Guidelines. In the event that any provision of the City Implementation Guidelines is found to be inconsistent with CEQA and/or the CEQA Guidelines, CEQA and the CEQA Guidelines shall prevail. Sections of the Public Resource Code and the Administrative Code are provided for reference.

II. CEQA Applicability and Authority

A. Applicability (§15378)

The provisions of CEQA are applicable to all projects, both public and / or private, that meet the following criteria:

- ✓ The project is an activity undertaken by the City, or
- ✓ The project is financed by the City in part or whole, or
- ✓ The project is a private activity requiring City approval, or
- ✓ The project is a "discretionary activity." (§15002)

Discretionary vs. Ministerial Activities (§15357, §15369)

A discretionary project is one that requires the exercise of judgement or deliberation when the public agency or body decides to approve or disapprove a particular activity. A ministerial project is one where the public agency or body merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations.

In the City of Turlock, the following actions are considered **ministerial,** but may be considered discretionary on a case-by-case basis depending on conditions:

- Zoning Certificates
- Sign Permits
- Temporary Use of Land Permits
- Minor Administrative Approvals
- Home Occupation Permits
- Mobile Food Vendor Permits
- Large Family Daycare Permits
- Emergency Shelter Permits (within an existing building)
- Abandoned Shopping Cart Prevention Plans
- Williamson Act Non-Renewals
- Annexations to the Community Facilities District (CFD)
- Grading Permits (not related to construction of improvements, structures, or buildings)
- Subdivision of Land with 4 or fewer parcels (Parcel Map)
- Other miscellaneous administrative permits issued by the Planning Director or other City official in accordance with established standards or policy

While these actions are typically defined as **discretionary projects** and **subject to the requirements of CEQA:**

- Prezonings and Rezonings of property

- General Plan, Specific Plan, and Master Plan adoptions and amendments
- Annexations
- Conditional Use Permits and Variances
- Minor Discretionary Permits
- Emergency Shelter Permits (requiring a Minor Discretionary Permit for construction)
- Development of new City structures and facilities
- Ordinances and Resolutions having the potential for significant environmental effects as determined by the City Council
- Subdivision of Land with more than 4 parcels
- Grading Permits (related to the construction of improvements, structures or buildings)
- Williamson Act Cancellations
- Capital Improvement Projects
- Other actions having the potential for significant environmental effects, as defined by CEQA upon determination by the City Council

B. Authority (15041-45)
Since development projects are typically submitted and approved at the local (City or County) level, CEQA places the burden of carrying out the provisions of CEQA on local governing agencies. CEQA directs and authorizes the City of Turlock to:

- **Require** modifications or feasible changes to development projects to substantially reduce or avoid (mitigate) significant effects on the environment, (§15041)
- **Disapprove** projects in order to avoid significant environmental effects, (§15042)
- **Approve** projects that have significant environmental effects where the City can determine that the expected benefits from the project outweigh the adverse impacts, or there is no feasible way to lessen or avoid the adverse impact, (§15043)
- **Accept** comments concerning the environmental effects of projects under consideration, (§15044)
- **Comment,** as a responsible agency, to a lead agency (see Section C. Lead Agency below) regarding the environmental effects of projects under consideration, (§15096) and
- **Recover** the estimated costs of preparing environmental documents. (§15045)

C. Lead Agency (§15367, §15053, §15051)
The Lead Agency (§15367) is the government agency with the primary responsibility for carrying out or approving a project. The Lead Agency is also the one that prepares, or oversees the preparation of, the environmental documentation for a project. Disputes regarding designating the Lead Agency may be referred to the State of California Governor's Office of Planning and Research (§15053).

Where two or more public agencies will be involved with a project, the determination of Lead Agency will be based on the following criteria (§15051):

Public projects:

- A public agency is the Lead Agency for its own projects.

Private projects requiring government approval:

- An agency with general governmental powers prevails over an agency with limited or single purpose.
- Prezones are the responsibility of the City, not LAFCO. Therefore, the City is the Lead Agency for all prezones.
- When other criterias are equal, the agency taking the first step will be the Lead Agency.

III. Administration

The following provisions shall apply to the administration of the CEQA process in the City of Turlock.

A. Staff Responsibility

The Development Services Director is responsible for ensuring compliance with these Guidelines for private development projects originating in or processed through the Development Services Department (DSD). Other service area Directors of the City shall be responsible for projects that originate within their departments and may consult with the Development Services Director. All Directors may delegate certain duties and responsibilities to appropriate staff or consultants.

B. Decision-Making Body

The decision-making body of the City of Turlock responsible for approving a project is also responsible for making the final environmental determination. The City Council is responsible for making the final environmental determination for projects that require approval by the City Council or that have been appealed to the City Council.

The Planning Commission, as provided by State Law and the City of Turlock Municipal Code, has the authority to make discretionary project decisions and associated environmental determinations. The Planning Commission may provide recommendations on an environmental determination where appropriate, or when requested by the City Council. All Planning Commission decisions may be appealed to the City Council, including the environmental determination.

In circumstances where a City Department Director, such as the Development Services Director, or other specified City official is authorized by the City of Turlock Municipal Code, to approve, disapprove, or carry out projects on behalf of the City of Turlock, then that person shall act as the Decision-Making Body for purposes of making all necessary CEQA determinations on the matter. All staff level environmental determinations may be appealed to the Planning Commission.

C. Consultants

The City may retain consultants in the preparation and evaluation of initial studies, negative declarations and environmental impact reports (draft and final) and/or other environmental

documents or studies.

Consultant Selection
Upon determination of the need to retain an environmental consultant for a project not initiated by the City, the project applicant or the City may hire the consultant. If the applicant desires to hire the consultant, the City has the right to approve the consultant. All work completed by the applicant-hired consultant shall be prepared under the direct supervision of the City and shall be monitored, reviewed, and approved by the City.

~~If the City hires the consultant, the City and~~ T~~t~~he project applicant shall ~~enter into an agreement wherein the project applicant agrees to~~ pay all reasonable costs for the preparation of the necessary environmental documents and/or studies including administrative costs.

The City and the selected consultant shall enter into a two party agreement. The City staff shall monitor the progress of the preparation of all environmental documents and authorize progress payments to consultants based on the adequacy of the document prepared within the agreed upon scope of the work.

D. Environmental Review Costs and Fees (§15045)
The City of Turlock, in preparing environmental documents for projects proposed by any person or agency other than the City itself, shall charge and collect a reasonable fee from such person or agency in order to recover the estimated costs incurred in preparing, ~~and~~ processing, supervising, and monitoring such environmental documents.

E. Department of Fish and Game Fee (§21089)
The State Department of Fish and Game (DFG) requires all applicants to pay a fee for filing Notices of Determinations for projects requiring a Negative Declaration or Environmental Impact Report. The amount of the fee is established by DFG and is payable to the County of Stanislaus. The fee is paid to the County Clerk along with the Notice of Determination, the Department of Fish and Game Certificate and the environmental document. The DFG requires that only one fee be paid per project. A copy of the applicant's receipt is attached to any additional Notices of Determination that may be required for the same project.

Department of Fish and Game Fees are not required for projects where the City can "find" that the project site is not known to contain any sensitive plan or animal species or result in the destruction of important natural habitat or create a barrier to the migration or movement of wildlife in the project area. At the time of project approval, the City must find that the project will not result in the "take" of any sensitive wildlife species or have any "significant" adverse impact on wildlife in the State of California and is De minimis for the purpose of the Fish and Wildlife Code Section 711.2. The findings by the City shall be included in the adopted resolution or ordinance. The De Minimis Impact Finding form shall be filed (County charges a filing fee) with Notice of Determination at the County Clerk.

IV. CEQA Process Overview

CEQA requires that development applications be evaluated in order to determine their potential impacts upon the environment. The CEQA process can be confusing to those unfamiliar with it. This section provides a brief overview of the process in its entirety. (Also see the flowchart "CEQA Overview" which follows this section). Each component of the process is described in greater detail in subsequent sections of these guidelines.

A. Preliminary Review

The first step in the CEQA process is a preliminary review by City Staff. During this review, all pre-application information or formal development applications submitted to the City are evaluated to determine if CEQA applies and if they can be classified as projects under CEQA (see Chapter V. Preliminary Environmental Review). If a development proposal is deemed a project, it is subject to further environmental review unless it is found to be exempt (see Chapter VI Exemptions) from the requirements of CEQA.

B. Environmental Analysis

For projects that are not exempt, City Staff must perform an environmental analysis or Initial Study (see Chapter VII. Initial Study). The Initial Study aids City Staff in determining the environmental effects of the project and the corresponding course of action required under CEQA. Based upon the results of the Initial Study, City Staff makes a determination of the project's potential environmental impacts. Depending upon the significance of the project's environmental impacts, either a Negative Declaration or Mitigated Negative Declaration (see Chapter IX. Negative Declaration and Mitigated Negative Declaration) or an Environmental Impact Report (EIR) (see Chapter X. Environmental Impact Report) is prepared.

C. Public Disclosure

After deciding which environmental determination is required for the project, staff informs the applicant and the public of the environmental determination and prepares the appropriate documentation. City Staff normally prepares Negative Declarations and Mitigated Negative Declarations, while Environmental Impact Reports (EIRs) are typically prepared by an environmental consulting firm under contract with the City of Turlock.

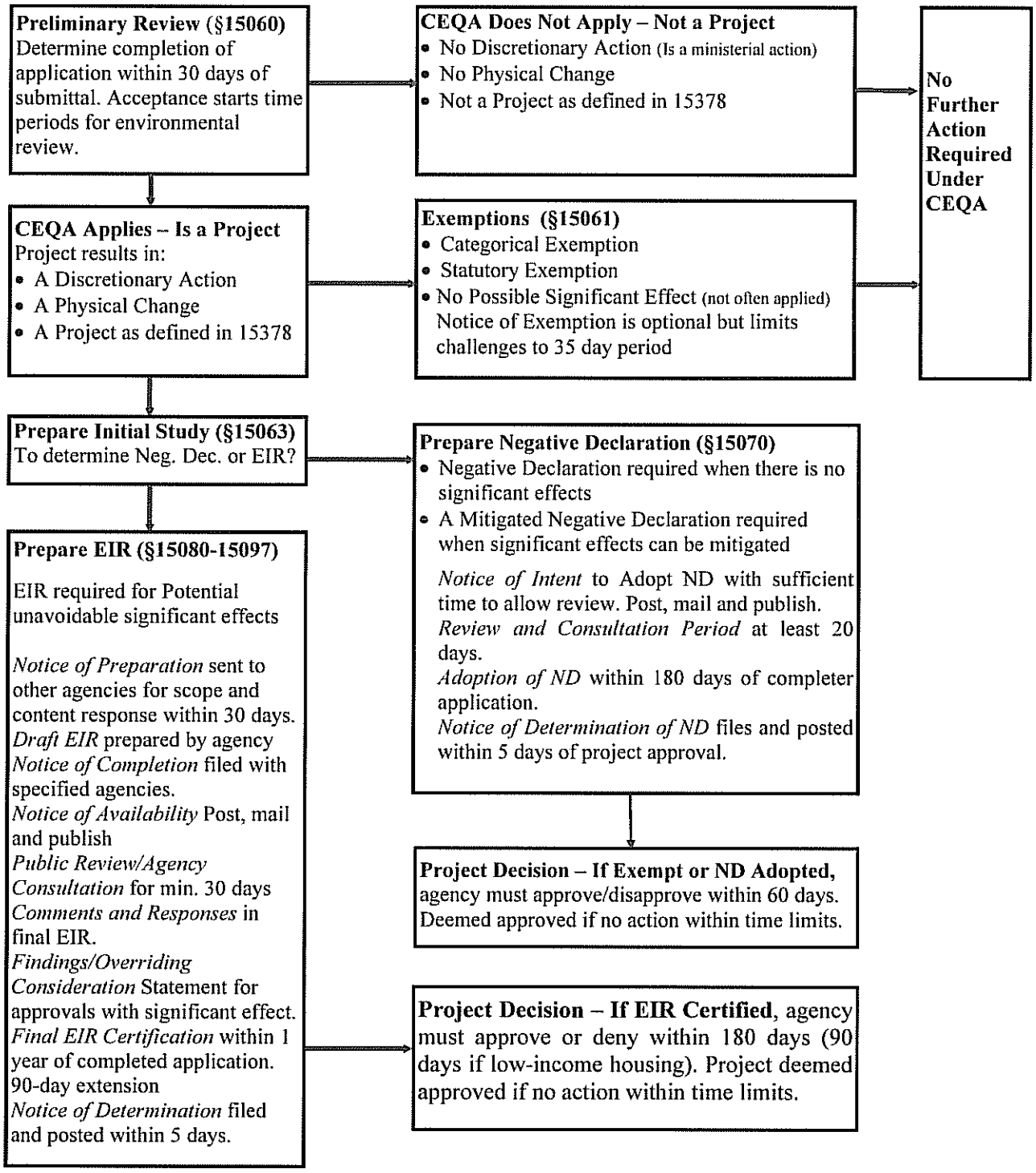
D. Agency Approval and Notice of Determination

Once the environmental documents have been prepared and approved by the appropriate decision-making body, a Notice of Determination is filed within five working days of approval with the County Clerk. The County Clerk and/or the Office of Planning and Research are required to post this notice for a 30-day period. During that period, a writ of mandate may be filed challenging the adequacy of the environmental document and/or the procedures followed to adopt the environmental document. Filing of the Notice of Determination begins a 30-day statute of limitation period for court challenges based on ~~CEQA~~ the California Environmental Quality Act. If a NOD is not filed, then the statute of limitation period on court challenges is 180 days. During the 180 day period, the NOD may be filed at any time to establish a 30-day statute of limitation period from date of filing.

E. Definition of "Approval" of a Project

The "approval" date of a project is dependent on the type of Planning permit. Staff-level permits, including Minor Discretionary Permits, shall be considered approved based on the approval date entered on the first page of an Administrative Agreement. Land use permits requiring Planning Commission approval such as Conditional Use Permits, Variances, and Tentative Subdivision Maps, are considered "approved" based on the date of the meeting at which a decision on the project is made. Finally, permits requiring City Council review, including General Plan Amendments, Annexations, Rezones and Planned Developments, are considered "approved" based on the date of the final action by the City Council. For permits approved at the staff level or by the Planning Commission, if the project decision is appealed and the appeal body approves the project, the approval date shall be the date of approval by the appeal body.

CEQA Overview



V. Preliminary Environmental Review

A. Is CEQA Applicable? (15060, 15378, 21080)

The first step of the CEQA process is a preliminary review that begins with City Staff determining if a development application is a proposed activity that is subject to CEQA (§21080, §15060). An activity is a "project" and is subject to CEQA if:

- The activity involves a discretionary approval by the City,
- The activity will result in a direct or reasonably foreseeable indirect physical change in the environment,
- The activity is a project as defined by CEQA (§15378).
- A project is an activity undertaken by the City, or is financed by the City in part or whole, or is a private activity requiring City approval and has the potential for resulting in a direct or indirect physical change in the environment.

If a development application is deemed not a project, then it is exempt from CEQA requirements. If a development proposal is deemed a project, it may require formal environmental review starting with an Initial Study (see Chapter VII. Initial Study), or it may be exempt (see Chapter VI Exemptions) from the requirements of CEQA.

B. Pre-Application Discussion

City staff shall, upon the request of a potential applicant, provide consultation prior to the filing of an application. This gives the applicant an opportunity to discuss with staff the type of discretionary action, potential alternatives, mitigation measures, and any potential and significant effects on the environment of a given project. If the pre-application review is not requested, City staff should ideally determine whether CEQA applies prior to the filing of a project application so that the applicant can submit the Environmental Questionnaire with application submittal and save processing time. If City staff is unable to determine if CEQA applies prior to application submittal, then the determination must be made within 30 days of application submittal in conjunction of determining application completeness.

VI. Exemptions

A. Types of Exemptions (§15061)

Some development applications that are determined to be projects may be exempt from the requirements of CEQA. The exemptions fall into different categories, which are described below:

- **Statutory Exemptions (§15061 b.1. §15260)**
  Statutory exemptions are those actions specifically exempted from CEQA review by the State Legislature Projects that are considered to be statutorily exempt by CEQA and the City of Turlock are listed in CEQA §15260.

- **Categorical Exemptions (§15061 b.2. & §15300)**
  Categorical exemptions are those given to groups of projects that have been specifically exempted by the California State Resources Agency. This type of exemption includes, but is not limited to, projects listed in CEQA §15300.

- **Rule of No Possible Impact (§15061 b.3.)**
  When as a matter of common sense it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, no CEQA review is required. The Development Services Director may make the determination of No Possible Impact. Filing a Notice of Exemption is not required, however, it is good practice to prepare the notice and place it in the project file. Categorically and Statutory exemptions are more common whereas the "No Possible Impact" exemption is not.

B. Exceptions (§15300.2)

Any project that may cause significant environmental impacts, regardless of its listing as a statutory or categorical exemption, is subject to environmental review under CEQA. Additionally, the cumulative impact of successive projects of the same type in the same place over time is significant and requires an environmental review. Whenever a project is proposed in an environmentally sensitive area, further study is required, regardless of the project. Other specific exceptions include projects along a designated state scenic highway, located on a hazardous waste site, or that may affect a historical resource.

C. Notice of Exemption (§15062)

A Notice of Exemption may be filed with the County Clerk by the Community Development Director when a determination is made that the activity is exempt from CEQA and the decision-making body approves or determines to carry out the project The Notice of Exemption shall cite the *CEQA State Guidelines* and include:

- Project Description
- Project Location
- Finding of Exemption, including the exemption type
- Supporting Statement for the finding

VII. Initial Study

If a proposed activity is a project and is not exempt from CEQA (see Chapter VI. Exemptions), City staff must evaluate the project to determine whether a Negative Declaration or Mitigated Negative Declaration can be prepared or if an Environmental Impact Report (EIR) is required, or if a previous Negative Declaration or EIR is still valid. This evaluation is made via completion of an Initial Study.

A. Initial Study (§15063)

City Staff utilizes the Initial Study to determine the type of action required under CEQA. The primary sources of project information for the Initial Study are the application and the Environmental Questionnaire, as well as any other environmental documents required of the applicant by the City staff. The specific purposes of an Initial Study are to:

- Provide City Staff with the information necessary to determine whether the project will require an EIR (see Chapter X. Environmental Impact Report) or a Negative Declaration or Mitigated Negative Declaration (see Chapter IX. Negative Declaration and Mitigated Negative Declaration)
- Identify potential environmental impacts early in the design of a given project
- Enable the applicant and/or City Staff to make modifications to a project, mitigating identified potential environmental impacts before preparation of an EIR. This makes it possible for a project to qualify for a Mitigated Negative Declaration
- Document the factual basis for finding in a Negative Declaration that a project will not

have a significant effect on the environment
- Assist in the preparation of an EIR if one is required
- Eliminate unnecessary EIR
- Determine if a previously prepared EIR or Negative Declaration may be utilized for the project.

B. Preparation and Content (§15063 d.)
The Initial Study may be prepared by City Staff or an approved consultant and shall contain the following:

- Project Description
- Environmental Setting
- Potential Environmental Impacts
- Mitigation Measures for any Significant Effect
- Consistency with Plans and Policies
- Names of Preparers

Though the Initial Study may use the checklist format, it must also present the factual evidence or data used to reach conclusions regarding environmental significance. Responses to each question or category of questions on the checklist must be substantiated regardless of whether the issue is applicable. The Lead Agency must conduct a reasonable investigation of potential impacts when it prepares the Initial Study (*Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296). Complex projects may require additional special studies. All phases of project planning, implementation, and operation must be considered in the Initial Study.

VIII. Environmental Significance

A. Determining Environmental Significance (§15064)
The following guidelines will assist in determining environmental significance for the Initial Study. Effects that should be considered include:

- Direct physical changes that are immediately related to the project, such as construction-related impacts of dust, noise, and traffic
- Indirect physical changes that are related more to the future effects of the activity, such as increased traffic resulting from development
- Cumulative impacts that may be caused when the effects of a project are viewed in connection with the effects of past, present, or future projects
- Economic and Social changes resulting from a project shall not be treated as significant effects on the environment. If, however, a physical change causes adverse economic or social effects on people, those adverse effects may be used as the basis for determining that the physical change is significant (§15064 e.)
- In Marginal cases in which it is not clear whether there is substantial evidence that a project may have a significant effect on the environment, City Staff will be guided by the seriousness of the public controversy over the environmental effects of a project or by the disagreement among experts over the significance of an effect on the environment (*No Oil, Inc. v. City of Los Angeles, (1974)* 113 Cal. 3d 6). If there is disagreement among experts supported by facts over the significance of an effect on the environment, then the City shall treat the effect as significant and prepare an EIR

See Appendix VI in the Guidelines to California Environmental Quality Act, 1999 Edition, for further discussion on significant effects.

B. Mandatory Findings of Significance (§15065)

City Staff must prepare an EIR if any of the following conditions occur:

- The project has the potential to substantially degrade the quality of the environment, substantially reduce wildlife habitat, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or range of a rare, endangered or threatened species, or eliminate important examples of California history
- The project has a potential to achieve short-term environmental goals to the disadvantage of long-term goals
- The project has environmental effects that are individually limited, but cumulatively considerable
- The environmental effects will have substantial adverse effects on human beings, either directly or indirectly

IX. Negative Declarations and Mitigated Negative Declarations

A. Negative Declaration (§15070)

If City Staff determines that, based upon the Initial Study, a proposed project has no significant environmental effects, a Negative Declaration may be prepared. A Mitigated Negative Declaration is a Negative Declaration containing mitigation measures that are intended to minimize or avoid and eliminate the potential negative environmental effects of a project.

A Negative Declaration shall be prepared if:

1. The Initial Study shows that there is no substantial evidence in light of the whole record before the City that the project may have a significant impact on the environment, or
2. The Initial Study identifies potentially significant effects, but:
   a. Revisions in the project are made by or agreed to by the applicant before the proposed Negative Declaration and Initial Study are released for public review would avoid or mitigate the effects to a point where no significant effects would occur; and
   b. There is no substantial evidence in light of the whole record that the project, as revised, may have a significant effect on the environment. Instead, potentially significant effects identified may be related with another nearby project or a previous or future project.

B. Mitigated Negative Declarations (§15369.5)

A Mitigated Negative Declaration is a Negative Declaration containing mitigation measures that are intended to minimize, avoid, or eliminate the potential negative environmental effects of a project. If there is a potential for significant environmental impacts, every effort should be made to identify and incorporate mitigation measures into the project design prior to completion of the Initial Study. Every known impact must be reduced in this fashion, otherwise an EIR is required.

Mitigation Measures (§15370)

Creativity, reasonableness, and practicality should be used in developing mitigation measures for identified impacts. The same standards apply to both Mitigated Negative Declaration mitigation measures and EIR mitigation measures. In short, mitigation measures should:

- Avoid the impact altogether by not taking a certain action, or parts of an action
- Minimize impacts by limiting the degree or magnitude of the action and its implementation

- Repair, rehabilitate, or restore an impacted environment
- Reduce or eliminate the impact over time by preservation and maintenance during the life of the action
- Compensate for the impact by replacing or providing substitute resources or environments

C. Mitigation Monitoring Programs (§21081.6)
Mitigation measures incorporated into a Mitigated Negative Declaration must be monitored in order to ensure compliance. CEQA requires that:

- The decision-making body adopts a Mitigation Monitoring Program for the changes to the project that it has adopted or made a condition of project approval,
- The decision-making body adopt mitigation measures as conditions of project approval,
- Agencies with jurisdiction over a natural resource effected by a project prepare and submit complete and detailed performance objectives for mitigation measures incorporated or required by said agencies, if so requested by City Staff, and
- The decision-making body specifies the location and custodian of the documents or other materials that constitute the record of proceedings upon which its decision is based.

X. Environmental Impact Reports

A. Decision to Prepare an EIR (§15064, §15081)
If the Initial Study (see Chapter VII. Initial Study) determines that a project may have a significant effect on the environment that cannot be eliminated by changing the project or adding mitigation measures, City staff must initiate the preparation of an EIR. If an EIR is clearly required, further initial review of the project may be skipped and work begun immediately on the EIR. It is recommended, however, that the Initial Study be utilized in order to identify what issues need and need not be addressed in the EIR. The environmental determination shall be made within 30 days after accepting an application as complete. A 15-day extension may be approved upon consent of the applicant and City staff.

At the earliest possible time, City staff shall notify the applicant by letter that an EIR is required and shall commence hiring a consultant in accordance to Chapter III., C. The applicant shall then remit a fee in order to continue processing the application after the consultant has been selected. The applicant is responsible for paying the full cost of retaining a consultant to prepare the EIR. The applicant may directly hire a consultant but the City must approve all work.

B. Notice of Preparation (§21080.4, §15082)
The purpose of a Notice of Preparation is to provide the public and other agencies with notification that an EIR is being prepared and to seek guidance about significant environmental issues and mitigation measures that should be explored.

Scope of an EIR (§15082, §15083)

- The Initial Study and responses to the Notice of Preparation shall determine the extent of analysis in the EIR.
- The EIR should focus on potentially significant impacts, and need not discuss items determined to be insignificant by the Initial Study, or items not raised in response to the Notice of Preparation.

- City staff may conduct a scoping meeting with representatives of the agencies involved, the project proponent, and the EIR consultant to assist in determining the scope and content of the EIR (§15083). City staff may also consult directly with any person or organization it believes will be concerned, with the environmental effects of the project.

C. Preparation of Draft EIR (§15084)
After the consultant has been selected and the contract approved, the consultant prepares an Administrative Draft of the EIR. The Administrative Draft is a working document that is circulated among City staff and any responsible agency, if appropriate, but is not made available for public review. The purpose of the Administrative Draft is to evaluate the EIR for adequacy and accuracy prior to public circulation. Staff comments are provided to the consultant, who prepares the Draft EIR for public review

Contents of Draft EIR (§15122 - §15131)
The contents of a DEIR must include: (See Sections15122 through 15131 for a thorough description on the content of a DEIR.)

- A table of contents
- A brief summary
- The proposed project's location
- A description of the environmental setting
- A description of the significant environmental effects of the proposed project
- Statement of measures to mitigate the environmental impacts
- An analysis of reasonable alternatives to the proposed project
- An analysis of growth inducing impacts
- Explanation of why impacts are identified as insignificant
- A list of agencies, organizations, or individuals consulted in preparing the DEIR
- Analysis of cumulative impacts
- An analysis of any economic or social effects caused by the project's environmental effects
- A Draft Mitigation Monitoring and Reporting Program

Under CEQA, EIRs are required to contain certain subjects, or elements. If these elements are not discussed separately, the EIR shall include a table showing where each of the subjects is discussed.

D. Public Notice and Review of Draft EIR (§15087, §21092)
City staff shall notify the public of the availability of a Draft EIR as soon as it is completed to provide opportunities to review it and provide any related documents.

A public hearing shall be conducted to solicit additional comments on a Draft EIR before a decision-making body. The public hearing shall be held before the end of the review period. Any written comments received after the end of the review period need not be included in the Final EIR.

E. Notice of Completion – Draft EIR
After adding appropriate comments and changes from the review of the Administrative Draft, the final Draft EIR is prepared. In accordance with §15085, a Notice of Completion must be filed with the Office of Planning and Research as soon as the Draft EIR is completed.

F. Response to Comments (§15089 & §21092.5)
After the review period for the Draft EIR closes, City staff shall assemble all written comments and transmit them to the consultant for preparation of the Response to Comments. If significant environmental issues are raised, the Response to Comments must describe the revisions to the proposed project to mitigate the anticipated impacts or objections. When the City disagrees with recommendations and objections raised in the comments, there needs to be a detailed explanation why specific comments and suggestions were not accepted. Responses shall be provided for all comments unless a response is not appropriate, in which case an explanation will be provided as to why a response is not warranted.

G. Re-circulation of an EIR Prior to Certification (§15088.5)
The City is required to re-circulate an EIR when (after public notice is given of the availability of the Draft EIR for public review but before certification) significant new information is added to the EIR. Examples of significant new information include revised traffic analysis that would change the level of service, discovery of an endangered species on the site, or previously unknown archeological site is discovered. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon those changes. Re-circulation requires the same public notice as that of a Draft EIR.

H. Preparation of the Final EIR (§15088, §15132)
A final EIR shall consist of a single document that contains:

- The Draft EIR
- Comments received on the Draft EIR during public review
- A list of persons, organizations, and public agencies commenting on the Draft EIR
- The Response to Comments raised during public review of the Draft EIR
- Revisions made to the Draft EIR
- A Mitigation Monitoring and Reporting Program
- Any other information added by the City

I. Final EIR Public Comment and Hearing
For projects that require a public hearing, the public comments regarding EIR shall be considered during the public hearing process. EIRs for projects that do not require a public hearing may be approved by the decision-making body after considering any comments received during the public review process.

J. Certification of the Final EIR (§15090)
The decision-making body with approval power over the proposed project shall certify that the Final EIR is in compliance with CEQA, was reviewed and considered prior to project approval, and reflects the independent judgment of the decision-making body.

EIR Findings Responding to Significant Effects (§15091, §21081)
The City shall not approve or carry out a project that identifies one or more significant environmental effects unless one or more of the following written findings is made for each of the significant effects. Each finding must be accompanied by a brief explanation of the rationale and supported by substantial evidence in the record. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant environmental effects. A Mitigation Monitoring and Reporting Plan shall be adopted for the changes made to the project or conditions of

project approval in order to mitigate or avoid significant effects on the environment. See Chapter XI. Mitigation Monitoring and Reporting.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the City of Turlock. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations including provisions of employment opportunities for highly trained workers make infeasible the mitigation measures or project alternatives identified in the final EIR.

Statement of Overriding Considerations (§15093, §21002)
If specific economic, social, legal, technological, or other conditions make project alternatives infeasible, individual projects may be approved in spite of one or more significant effects.

1. If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "Acceptable".
2. If a decision-making body approves a project which will result in the occurrence of significant effects that cannot be avoided or substantially avoided, it shall adopt a Statement of Overriding Considerations that states specific reasons to support its action based on the Final EIR and/or other information in the record. (see appendix S, City Council Resolution: Finding of Significant Effects and Statement of Overriding Considerations) This statement is necessary if the agency also makes a finding under CEQA Section 15091 (a) (2) or (a) (3).

K. Project Approval (§15092)
After considering the Final EIR, the decision-making body shall not approve a project for which an EIR was prepared unless the project, as approved, will not have a significant effect on the environment. Furthermore, all avoidable significant effects on the environment have been eliminated or substantially lessened, and any remaining significant effects on the environment are determined to be unavoidable and acceptable based on the findings described above.

L. Notice of Determination (§21152, §15094)
The City staff shall file a Notice of Determination after the EIR has been certified. The filing of the Notice of Determination and the De Minimis Impact Finding or payment of Department of Fish and Game fees and payment of County recording fees for posting of such notices starts a 30-day statute of limitations on court challenges of the approval under CEQA. If a Notice of Determination is not filed, then the statute of limitations on court challenges is 180 days.

XI. Mitigation Monitoring and Reporting

A. Authority and Purpose (§15097, 21081.6)
The purpose of this policy provision is to establish a Mitigation Monitoring and Reporting Program that will ensure compliance with all environmental mitigation measures and conditions on new discretionary development projects undertaken or approved by the City.

B. Administration – Roles & Responsibilities
The City may delegate Reporting or Monitoring responsibilities to another public agency or to a private entity which accepts the delegation, however, until mitigation measures have been completed, the City as lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

C. Adoption of Mitigation Monitoring and Reporting Plan

A Monitoring and Reporting Plan shall be attached to the proposed EIR or Initial Study/Negative Declaration. A Monitoring and Reporting Plan is considered adopted when a Negative Declaration is adopted or final EIR is certified.

Conditions Required

Whenever a project is proposed for which changes are required or conditions are imposed to mitigate identified impacts, a Monitoring and Reporting Program shall be adopted prior to approval of the project. This plan should include, depending on the complexity of the project and/or mitigation measures, the following:

1. Impact to be mitigated (only if the mitigation measure requires a change in the project or imposition of a condition)
2. Mitigation measures to be monitored including the required change or additional condition(s)
3. Method of monitoring and reporting including who will monitor or report, qualifications of the monitor, when the monitoring or reporting will be done, and the need or frequency of any site visits
4. The anticipated costs that will have to be paid by the applicant and the timing of the payment. Actual dollar amounts are not required, but the plan should include identification of the type of personnel or firms to be paid, the anticipated number of inspections, etc.
5. Remedial action for non-compliance (e.g., denial of building permit, immediate halt to construction, etc.)

D. Mitigation Monitoring or Reporting Determination

The City may choose whether its Program will monitor mitigation, report on mitigation, or both. There is often no clear distinction between monitoring and reporting and the Program best suited to ensuring compliance in any given instance will usually involve elements of both. Reporting and monitoring are suited to all but the simplest projects. The choice of program may be guided by the following:

- **Reporting** generally consists of a written compliance review that is presented to the decision making body or authorized staff person. A report may be required at various stages during project implementation or upon completion of the mitigation measure. Reporting is suited to projects which have readily measurable or quantitative mitigation measures or which already involve regular review. For example, a report may be required upon issuance of final occupancy to a project whose mitigation measures were confirmed by building inspection. Reporting ensures that the approving agency is informed of compliance with mitigation requirements.

- **Monitoring** is generally an ongoing or periodic process of project oversight. Monitoring is suited to projects with complex mitigation measures, such as wetlands restoration or archeological protection, which may exceed the expertise of the local agency to oversee, are expected to be implemented over a period of time, or require careful implementation to assure compliance. Monitoring ensures that project compliance is checked on a regular basis during and, if necessary after, implementation.

E. Qualifications of Monitor - Reports

In all cases, the person or firm responsible for Monitoring and Reporting shall have sufficient expertise to determine whether or not the mitigation measure has been accomplished. If

necessary, the City shall employ additional personnel to provide the level of expertise needed. Whenever an agency other than the City requests that a mitigation measure be imposed as a condition of approval, that agency shall be responsible for determining the level of expertise needed for the monitor.

F. Inter-Agency Coordination

The appropriate Department Director is responsible for the coordination of City and Responsible Agency Mitigation Monitoring or Reporting Programs where possible.

Whenever a Trustee Agency proposes mitigation measures or revisions to be incorporated into a project, it shall also submit to the City of Turlock a Monitoring or Reporting Program for those mitigation measures or revisions. The City may use this information in preparing its Monitoring or Reporting Program.

When a project is of statewide, regional, or area-wide importance, any transportation information generated by a required Monitoring or Reporting Program shall be submitted to the transportation planning agency (Caltrans District 10 for Stanislaus County) in the region where the project is located. Each transportation planning agency shall adopt guidelines for the submittal of such information.

G. Recordation

The requirements of mitigation measures and conditions run with the land and/or project, during the life of the project, including all subsequent and successive owners of interest or their designated representative(s).

In order to assure on-going compliance with mitigation measures and conditions when there is a change in project ownership, one of the following shall be completed prior to issuance of any development entitlements.

1. Recordation of all mitigation measures and/or conditions of approval with the Stanislaus County Recorder as encumbrances on the land; and/or
2. Completion of a development agreement between the project proponent and the City will bind all future owners to comply with all mitigation measures and/or conditions of approval.

XII. Using Previous Environmental Documentation

In an effort to minimize duplication and streamline the environmental review process, CEQA provides procedures that allow a lead agency to utilize previous CEQA documents in the project review process.

A. Using a Previous Negative Declaration or EIR Where Tiering is not Required

The following sections of CEQA allow the use of a previously prepared EIR or Negative Declaration for a subsequent project when tiering is not required. For the purpose of this discussion, a Negative Declaration also includes a Mitigated Negative Declaration.

- **No Further Documentation (§15162)**
  A subsequent or revised project may utilize a previously prepared EIR or Negative Declaration. No further environmental documentation may be needed if a subsequent or revised project results in essentially the same environmental issues as the original project. The approval would be subject to findings being made under §15162 of the

CEQA Guidelines that there are no changes to the project, no changes in circumstances or no new information are presented. An Initial Study should be prepared for the purpose of documenting the consistency. Public notification is not required.

- **Addenda to Negative Declaration or EIR (§15162, §15164)**
  An addendum to an adopted Negative Declaration or EIR may be prepared when there are generally minor technical changes and additions to a project approval. In some cases, the changes and additions may be more substantial, but not to the level requiring the preparation of a subsequent Negative Declaration or EIR pursuant to §15162. A new Initial Study shall be prepared. An addendum does not require public notification and can be attached to the adopted Negative Declaration. The decision-making body shall consider the addendum with the adopted Negative Declaration prior to making a decision on the project.

- **Subsequent Negative Declaration or EIR (§15162, §15153c.)**
  When an EIR has been certified or a Negative Declaration has been adopted on a previous project, a Subsequent EIR shall be prepared if there are changes proposed to the project, changes to the circumstances, or new information. As a result, the subsequent project will result in a new significant environmental effect or substantially increase the severity of a previously identified significant effect. Furthermore, a Subsequent EIR shall be prepared if the applicant declines new mitigation measures that will reduce a significant effect. If the circumstances described above do not apply to a previously adopted Negative Declaration, then a subsequent Negative Declaration may be prepared if an addendum or no further documentation is not appropriate. A subsequent EIR or Negative Declaration shall include an Initial Study and be given the same notice and public review as required for the original document. A Subsequent EIR under §15162 is also used with the tiering concept as discussed in the following section.

- **Supplement to an EIR (§15163)**
  A supplement to an EIR may be prepared if any of the conditions described above would require the preparation of a subsequent EIR and only minor changes or additions would be necessary to make the previous EIR adequately apply to the changed situation. The supplement to the EIR need contain only the information necessary to make the previous EIR adequate for the project as revised. The same notice and public review shall be given as required for the original EIR except the supplement may be circulated by itself without the previous draft or final EIR. However, the decision-making body shall consider the previous EIR as revised by the Supplemental EIR. A Supplemental EIR is not a stand- alone document whereas a Subsequent EIR is. A Supplemental EIR under §15162 is also used with the tiering concept as discussed in the following section

- **Use of an EIR from an Earlier Project (§15153)**
  The use of a previously prepared EIR under §15153 is most appropriate where an EIR was prepared earlier for a project very similar to the following project. Later projects under §15153 are not required to be consistent with the General Plan as is required under tiering discussed below. An Initial Study must be prepared to determine whether the previous EIR adequately addresses the new project§s environmental setting, significant effects that will result, and alternatives and mitigation measures. If it is determined that the existing EIR is adequate, a notice of intent must be published and the EIR must be made available for public review and comment. If the new project results in a change that is determined not to result in a significant effect, then a Negative Declaration or Mitigated Negative Declaration can be prepared.

B. Using Previous EIRs Where Tiering is Required (§15152, §21094)
Tiering in CEQA is designed to avoid repetitiveness and promote efficiency in the environmental review process. The concept of tiering recognizes that approval of many projects will move through a series of separate public agency decisions, each of which is subject to CEQA review. Broad environmental issues are typically addressed in EIRs at planning stages and more detailed examination of specific environmental effects in subsequent or later EIRs or Negative Declarations on later development projects. Tiering excuses the later EIRs or Negative Declarations from repeating the analysis of broad environmental issues examined in the earlier EIRs. Later EIRs or Negative Declarations may incorporate the earlier analysis by reference and add specific details regarding particular projects in question.

To qualify for the use of tiering, subsequent projects must be consistent with the program, plan, policy, or ordinance for which the EIR has been prepared and certified and be consistent with applicable local land use plans and zoning.

An Initial Study must be prepared to assist in determining whether the subsequent project will cause any significant impacts not analyzed in a prior EIR. Where the analysis finds there would be potentially significant impacts, an EIR is required for the later project. On the other hand, a (mitigated) Negative Declaration shall be prepared where there is no substantial evidence that the later project may have significant impacts not analyzed previously or where project revisions accepted by the proponent avoid any such significant effects.

Where an EIR has been prepared and certified for a program, plan, policy, or ordinance consistent with the requirements of CEQA, the City would limit the EIR or Negative Declaration on the later project to effects which:

1. Were not examined as significant effects on the environment in the prior EIR; or
2. Are susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, by the imposition of conditions, or other means.

Significant environmental effects can be considered "adequately addressed" and do not need to be discussed in detail or treated as a significant effect if the City determines that:

1. They have been mitigated or avoided as a result of the prior EIR;
2. They have been examined at a sufficient level of detail in the prior EIR to enable those effects to be mitigated or avoided by revisions, conditions, or other means with the approval of the later project; or
3. They cannot be mitigated to avoid or substantially lessen the significant impacts. Including analysis of such effects in another EIR would allow the City to adopt a statement of overriding considerations.

When tiering is used, later EIRs or Negative Declarations shall inform the public that the tiering concept is being used, identify the prior EIR that is being used, and state where the prior EIR may be available for review.

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Council Synopsis

April 14, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Agreement between the City of Turlock and Badger Meter, Inc., to add National Meter & Automation, Inc., as a distributor for water meters

2. DISCUSSION OF ISSUE:

On January 8, 2013, the City Council approved Contract No. 12-060 with Badger Meter, Inc. of Milwaukee, WI, for the purchase of commercial and industrial water meters.

On August 12, 2014, Badger Meter Inc. acquired National Meter & Automation, Inc. of Denver, CO as their major distributor for water meters and other products. All water meters will be purchased directly through National Meter & Automation, Inc. with a separate address and federal tax identification number. In accordance with this amendment, the parties agree that the agreement shall be between the City and Badger Meter, Inc. and National Meter & Automation, Inc. as a distributor.

3. BASIS FOR RECOMMENDATION:

Staff recommends Amendment No 1 to Contract No.12-060, with Badger Meter and National Meter & Automation, Inc. as a distributor for water meters for commercial and industrial water meters.

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No financial impact beyond what has already been approved in the current year's budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Do not approve Amendment No 1. This alternative is not recommended. The request to add National Meter & Automation, Inc. as a major distributor will offer the City firm pricing for commercial and industrial meters for the term of the agreement.

AMENDMENT NO. 1
to
Agreement between
CITY OF TURLOCK
and
BADGER METER, INC.
to add
NATIONAL METER & AUTOMATION, INC. as a DISTRIBUTOR

THIS AMENDMENT to Contract No. 12-060 is made this 14TH day of April , 2015 between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "**CITY**" and **BADGER METER, INC. AND NATIONAL METER & AUTOMATION, INC.**, a Wisconsin Corporation, hereinafter referred to as **"CONTRACTOR and DISTRIBUTOR."**

WHEREAS, CONTRACTOR has acquire National Meter and Automation, Inc., based in Denver, Colorado as their major distributor for water meters and other products; and

WHEREAS, all water meters will be purchased directly through National Meter and Automation, Inc. with a separate address and federal tax identification number.

NOW, THEREFORE, the parties hereto mutually agree to amend the aforementioned agreement to acknowledge the change as follows:

1) In accordance with this revision, the parties agree that the agreement shall between the City and Badger Meter, Inc. and National Meter Automation, Inc. as a distributor.

2) Notice required by Section 33 shall be as follows:

For Contractor: Badger Meter, Inc.
Attention: Pamela G. Stokke-Ceci
4545 W. Brown Deer Road
Milwaukee, WI 53223

For Distributor: National Meter & Automation, Inc.
7220 S. Fraser Street
Centennial, CO 80112

3) Any terms used in the Amendment shall have the same meanings and definitions as they have in the Agreement.

4) All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BADGER METER, INC.

By: _____

Title: _____

Print name: _____

Date: _____

NATIONAL METER & AUTOMATION, INC.

By: _____

Title: _____

Print name: _____

Date: _____

News Release

From: Badger Meter, Inc.
4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223
P.O. Box 245036, Milwaukee, Wisconsin 53224-9536

For Additional Information Contact:
Dawn O'Neill (414) 371-7276

BADGER METER SIGNS AGREEMENT TO ACQUIRE NATIONAL METER AND AUTOMATION, INC.

Milwaukee, Wis., August 12, 2014..... Badger Meter, Inc. (NYSE: BMI) today announced it has signed a stock purchase agreement to acquire National Meter and Automation, Inc. (National Meter), based in Denver, Col. The purchase is estimated to add approximately $15 million of incremental revenues to Badger Meter, after eliminating what would be intercompany sales. National Meter is a major distributor of Badger Meter products for the municipal water utility market, serving customers in Colorado, California, Nevada, Arizona and southern Wyoming.

"National Meter is one of our leading distributors and we have developed an excellent and mutually-rewarding relationship since the company was formed in 2004. We sell a significant amount of our products through distributors, who have close relationships with our customers and provide important sales, technical and operational support at a local level. The addition of National Meter will not only further integrate Badger Meter into this key sales channel, but also will benefit our other distributor relationships and our customers," said Richard A. Meeusen, chairman, president and chief executive officer of Badger Meter.

Meeusen said National Meter will become a regional distribution center for Badger Meter. In addition to its primary product line of water meters and meter reading systems, National Meter also provides services including meter testing, leak detection, water audits, meter and meter reading system installation and meter reading. National Meter will continue to be led by its founders Noel Frakes and Frank Milliron. "We are pleased to welcome National Meter's leadership team and employees to Badger Meter," said Meeusen.

The acquisition is expected to close on October 1, 2014.

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About Badger Meter

As an innovator in flow measurement and control products, Badger Meter serves water utilities, municipalities, and commercial and industrial customers worldwide. Measuring water, oil, chemicals, and other fluids, Badger Meter products are known for accuracy, long-lasting durability and for providing valuable and timely measurement data. For more information, visit www.badgermeter.com.

Certain statements contained in this news release, as well as other information provided from time to time by Badger Meter, Inc. (the "Company") or its employees, may contain forward looking statements that involve risks and uncertainties that could cause actual results to differ materially from those in the forward looking statements. The words "anticipate," "believe," "estimate," "expect," "think," "should," "could" and "objective" or similar expressions are intended to identify forward looking statements. All such forward looking statements are based on the Company's then current views and assumptions and involve risks and uncertainties. Some risks and uncertainties that could cause actual results to differ materially from those expressed or implied in forward looking statements include those described in Item 1A of the Company's Annual Report on Form 10-K for the year ended December 31, 2013 that include, among other things:

- *the continued shift in the Company's business from lower cost, manually read meters toward more expensive, value-added automatic meter reading (AMR) systems, advanced metering infrastructure (AMI) systems and advanced metering analytics (AMA) systems that offer more comprehensive solutions to customers' metering needs;*
- *the success or failure of newer Company products;*
- *changes in competitive pricing and bids in both the domestic and foreign marketplaces, and particularly in continued intense price competition on government bid contracts for lower cost, manually read meters;*
- *the actions (or lack thereof) of the Company's competitors;*
- *changes in the Company's relationships with its alliance partners, primarily its alliance partners that provide radio solutions, and particularly those that sell products that do or may compete with the Company's products;*
- *changes in the general health of the United States and foreign economies, including to some extent such things as the length and severity of global economic downturns, the ability of municipal water utility customers to authorize and finance purchases of the Company's products, the Company's ability to obtain financing, housing starts in the United States, and overall industrial activity;*
- *unusual weather and other natural phenomena, including related economic and other ancillary effects of any such events;*
- *the timing and impact of government programs to stimulate national and global economies, as well as the impact of government budget cuts or partial shutdowns of governmental operations;*
- *changes in the cost and/or availability of needed raw materials and parts, such as volatility in the cost of brass castings as a result of fluctuations in commodity prices, particularly for copper and scrap metal at the supplier level, foreign-sourced electronic components as a result of currency exchange fluctuations and/or lead times, and plastic resin as a result of changes in petroleum and natural gas prices;*
- *the Company's expanded role as a prime contractor for providing complete connectivity systems to governmental entities, which brings with it added risks, including but not limited to, the Company's responsibility for subcontractor performance, additional costs and expenses if the Company and its subcontractors fail to meet the timetable agreed to with the governmental entity, and the Company's expanded warranty and performance obligations;*
- *the Company's ability to successfully integrate acquired businesses or products;*
- *changes in foreign economic conditions, particularly currency fluctuations in the United States dollar, the Euro and the Mexican peso;*
- *the inability to develop technologically advanced products;*
- *the failure of the Company's technology products to operate as intended;*
- *the inability to protect the Company's proprietary rights to its software and related products;*
- *the loss of certain single-source suppliers;*

-more-

- *changes in laws and regulations, particularly laws dealing with the use of lead (which can be used in the manufacture of certain meters incorporating brass housings) and the United States Federal Communications Commission rules affecting the use and/or licensing of radio frequencies necessary for radio products; and*
- *the ability to complete the proposed National Meter acquisition on anticipated terms and timetable and the Company's ability to integrate successfully after the transaction and achieve anticipated benefits from such transaction*

All of these factors are beyond the Company's control to varying degrees. Shareholders, potential investors and other readers are urged to consider these factors carefully in evaluating the forward looking statements contained in this news release and are cautioned not to place undue reliance on such forward looking statements. The forward looking statements made in this document are made only as of the date of this document and the Company assumes no obligation, and disclaims any obligation, to update any such forward looking statements to reflect subsequent events or circumstances.

Badger Meter company news is available
24 hours a day, on-line at: http://www.badgermeter.com.

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Council Synopsis

April 14, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the service agreement with Howk Systems of Modesto, California, for pump repair services for City Water Well Sites for the Municipal Services Department, in an amount not to exceed $90,000, for a period of twelve (12) months

2. DISCUSSION OF ISSUE:

The City has a need to contract for specialized services for the repair of various deep well turbine pumps, submersible water pumps, motors, shafts and related hardware.

Formal Bid No. 15-312 has been solicited, received, and evaluated by City staff for pump repair services for the City's 24 water well sites for a period of twelve months.

The Purchasing Office solicited formal bids for pump repair services on Request for Proposal (RFP) 15-312 by publishing the formal bid notice in the local newspaper, the City's website, the City Hall bulletin board, and by contacting potential bidders by fax or email. Eight (8) vendors were solicited; three (3) are local vendors within the City limits. Three (3) vendors submitted bids.

Award bid recap is shown below:

	Description	Howk System Modesto	Amerine Systems, Inc., Oakdale	Don Pedro Pump, Turlock
1	Mobilization/Demobilization & clean-up. Price should include all equipment	$3,000	$4,000	$7,500
2	Pre and Post video inspection	$750	$1,000	$1,500
3	Jet debris from well 300 ft. total depth	$2,200	$5,000	$2,500
4	Rewind/rebuild 150 HP TEFC hollow shalt drive motor	$3,570	$4,800	$6,700
	Total	$9,520	$14,800	$18,200

Staff is recommending an authorization to award said Contract No. 15-020 with Howk Systems of Modesto, CA, meeting all specifications and requirements. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

Howk System has been doing business with the City of Turlock since 1994. The company is familiar with the City's pump systems and response times for emergency calls are 3 hours or less.

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements to Howk Systems of Modesto, CA, in an amount not to exceed $90,000 for a period of twelve months.

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $90,000

Currently budgeted at line number 420-52-551.43550 "Water Capital Repair and Replacement"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Council may reject the Agreement with Howk Systems for pump repair services. This alternative is not recommended, it will cause delays in emergency pump repairs for several turbine and submersible water pumps and motors at various sites throughout the City.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
HOWK SYSTEMS
For
PUMP REPAIR SERVICES
FOR CITY'S WELL SITES
CONTRACT NO. 15-020

THIS AGREEMENT is made this 14th day of **April, 2015**, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as **"CITY"** and **HOWK SYSTEMS**, a California Corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for pump repair services for City's well sites; and

WHEREAS, CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** CONTRACTOR shall furnish all labor, equipment, materials and process, implements, and tools, except as otherwise specified which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Section 1. CONTRACTOR shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONTRACTOR shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Ninety Thousand and no/100ths Dollars ($90,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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(a) Invoices:

(1) The CITY will collect all program registration fees. CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay CONTRACTOR 60%, and include a program report that includes the date, location and services that CONTRACTOR is being paid for.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) daysafter program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized

(3) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

(c) Non-Appropriation of Funds:

(1) Payment due and payable to CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning May 1, 2015 and ending April 30, 2016, subject to CITY's availability of funds.

6. **EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, STAFFING FIRM will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. **INSURANCE:** CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONTRACTOR allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder byCONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breachof contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance: CONTRACTOR shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: $1,000,000 per accidentfor bodily injury or disease.

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

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

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

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

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

(4) Coverage shall not extend to any indemnity coverage for the active

negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Automobile Insurance: CONTRACTOR shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

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

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

8. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP:** All acts of CONTRACTOR, its agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONTRACTOR shall determine the method, details and means of performing the

work and services to be provided by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirementof law shall be determined by the CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR or CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONTRACTOR.

11. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONTRACTOR, (2) legal dissolution of CONTRACTOR, or (3) death of key principal(s) of CONTRACTOR.

(b) Termination by CITY for Default of CONTRACTOR. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONTRACTOR, dishonesty or theft.

(c) Termination by CONTRACTOR for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONTRACTOR may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate

reasonably with CONTRACTOR, willful destruction of CONTRACTOR's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after CONTRACTOR notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONTRACTOR'S Tax Status. If CITY determines that CONTRACTOR does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONTRACTOR. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONTRACTOR shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONTRACTOR'S work on the project. Further, if CITY so requests, and at CITY's cost, CONTRACTOR shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONTRACTOR an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONTRACTOR, CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR'S services which were performed by CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

12. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

13. NONDISCRIMINATION: In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

14. TIME: Time is of the essence in this Agreement.

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto.

CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

17. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONTRACTOR for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

19. INTEREST OF CONTRACTOR: CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR warrants that, in performance of this Agreement, CONTRACTOR shall not employ any person having any such interest. CONTRACTOR agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONTRACTOR to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONTRACTOR may incur in performing such additional services, and CONTRACTOR shall not be required to perform any such additional services.

21. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR shall furnish a warranty of such right to use to CITY at the request of CITY.

22. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions of the California Labor Code, including but not limited to Section 1776, regarding payroll records, and shall require its subcontractors to comply with that section as may be

required by law.

23. **PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invaldated in any way.

24. **WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing

25. **AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONTRACTOR'S charges to CITY under this Agreement.

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONTRACTOR services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

26. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

27. **HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

28. **COMPLIANCE WITH LAWS:** CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws, including, but not limited to, prevailing wage laws, if applicable. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

29. **CITY BUSINESS LICENSE:** CONTRACTOR will have a City of Turlock business license.

30. **ASSIGNMENT:** This Agreement is binding upon CITY and CONTRACTOR and their successors. Except as otherwise provided herein, neither CITY nor CONTRACTOR shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

31. **RECORD INSPECTION AND AUDIT:** CONTRACTOR shall maintain adequate records to permit inspection and audit of CONTRACTOR's time and material charges under this Agreement. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

32. **EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and CONTRACTOR agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONTRACTOR without the prior written consent of CITY.

33. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONTRACTOR shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California

seq.

NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective partiesmay designate from time to time:

For CONTRACTOR: **HOWK SYSTEMS**
ATTN: TOM WEIMER
1825 YOSEMITE BLVD
MODESTO, CA 95354
PHONE: (209) 529-4110
FAX: (209) 529-5669
EMAIL: tweimer@howksystems.com

For CITY: **CITY OF TURLOCK**
ATTN: LARRY GILLEY, UTILITIES MANAGER
156 S. BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael Cooke, Director of
Municipal Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

HOWK SYSTEMS

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
PUMP REPAIRS FOR CITY WELL SITES

1.1 SCOPE OF WORK:

The City of Turlock owns and operates 24 water well sites, which have a producing capacity of 53.7 million gallons per day (MGD) of water. This water system services approximately 18,000 customer locations, with a population of approximately 70,158 people.

The Municipal Services Department Utilities Division maintains these water well sites keeping the integrity of the pump stations at a high level in order to better serve the City's customers.

The work covered by this contract consist of furnishing all labor, parts, materials, supplies, equipment and insurance necessary for providing pump repairs forthe 24 water well sites, as required throughout the year.

1.2 TECHNICAL SPECIFICATIONS:

The Contractor shall have the ability and equipment to remove, repair, and reinstall deep well vertical turbine pumps ranging in size from 20HP to 350 HP at depths up to 300 feet. The contractor shall have the ability to troubleshoot and make repairs to any electrical and mechanical equipment associated with deep well vertical turbine pump stations, as directed by the Utilities Manager or his designee. With the removal of the pump the Contractor shall be responsible for installing a steel plate over the existing well that cannot be moved in order to prevent access into the well. When reinstalling a pump the Contractor shall be responsible for installing the motor and wiring, verifying the rotation of the motor, and setting the impeller height as directed by the Utilities Manager or his designee.

Contractor may obtain technical information from the City by contacting the Municipal Service Utilities Division, Mr. Larry Gilley, Utilities Manager, (209) 668-5599 Ext. 4442 or email at lgilley@turlock.ca.us.

1.3 ADDITIONAL SPECIFICATIONS (IF APPLIABLE):

The Contractor shall be responsible for all of the work related to removing, repairing and replacing the well pump and motor and associated equipment.

A. Removal and installation of booster pumps.

B. Reinstallation of check valves.

C. Installation of flow meters.

D. Installation of sand separators.

E. Installation of any electrical, equipment associated with a pumping facility.

F. Installation of conduit and conductors.

G. Instrumentation as necessary.

H. Installation of all pumps.

I. Repair all pumps as necessary.

J. Installation and fabrication of associated piping.

K. Perform bypass pumping.

1.4 GENERAL REQUIREMENTS:

A. The Contractor shall have an electrician perform all electrical tasks required for the completion of the job.

B. The Contractor shall have a pipe welder knowledgeable in water pipeline fabrication to perform installation of all welding tasks required for the completion of the job.

1.5 GENERAL: The contractor shall furnish all labor, material, equipment and other services necessary to complete each project as specified under the contract specifications.

1.6 METHODS OF COMMUNICATIONS: The City prefers that the successful contractor have the capability to be reached via Internet E-Mail and a telephone or cell phone number.

1.7 JOB SITE PERFORMANCE: If the Utilities Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a forty-eight (48) hour notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within forty-eight (48) hours the Utilities Manager or his designee will correct the deficiency by any means possible and bill the contractor.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFB 15-312

BID DUE DATE: FEBRUARY 17, 2015 at 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"PUMP REPAIR SERVICES"

1) **Return original bid to:** City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: HOWK SYSTEMS

Address: 1825 YOSEMITE BLVD., MODESTO, CA 95354

Telephone Number 209 529 4110 **Fax Number** 209 529 5669

E-Mail Address tweimer@howksystems.com

Authorized Representative (print) TOM WEIMER

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount
A ___Ø___% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? (Yes) No

If yes, number: 117701

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☒ Yes ☐ No

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. N/A, _____

Terms
8.375% sales tax will be added at time of purchase.

All prices for materials shall be F.O.B. destination Turlock, California. Any freight delivery charges are to be included.

Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:

Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY
may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of

the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Contractor's License No. 479018 Expiration Date: 9/30/15
Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

HOWK SYSTEMS
Company Name

Thomas R. Weimer, Pres.
Signature of Authorized Representative

77-0073234
Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.

City of Turlock
Finance Office
156 S. Broadway Suite 114
Turlock, CA 95380-5454
209-668-5570
www.cityofturlock.org

HOWK SYSTEMS
1825 YOSEMITE BLVD
MODESTO, CA 95354

TMC 3-1-103 PERSONS REQUIRED TO PAY A LICENSE TAX FOR TRANSACTING AND CARRYING ON ANY BUSINESS UNDER THIS CHAPTER SHALL NOT BE RELIEVED FROM THE PAYMENT OF ANY FEE OR TAX FOR THE PRIVILEGE OF CARRYING ON ANY SIMILAR OR RELATED ACTIVITY REQUIRED UNDER ANY OTHER PROVISION OF THIS CODE.

WHERE APPROVAL, CLEARANCE, OR A PERMIT TO CONDUCT A BUSINESS IS OTHERWISE REQUIRED BY THE PROVISION OF THIS CODE, ISSUANCE OF A LICENSE DOES NOT CONSTITUTE SUCH APPROVAL OR CLEARANCE.

The Business License Tax Certificate below must be displayed in your place of business.
To display, fold this form in thirds by folding at each of the dotted lines.

Business License Tax Certificate Issued to

HOWK SYSTEMS

1825 YOSEMITE BLVD
MODESTO, CA 95354

LICENSE NUMBER **117701**
LICENSE EXPIRATION DATE **6/30/2015**

LICENSE ISSUED FOR REVENUE PURPOSES ONLY – NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE LAW. FAILURE TO PAY ANY LICENSE TAX DUE WILL RENDER THIS BUSINESS LICENSE INVALID.

1825 Yosemite Blvd.
Modesto, CA 95354

(209) 529-4110
Fax (209) 529-5669

WARRANTY

WARRANTY that the material sold and installed shall, for the period of one year from date of installation, be free from mechanical or other defects, and will, if properly operated in accordance with recognized standards and practices. That anything herein not withstanding, the liability of Howk Systems on this warranty shall in any event be limited to the amount of the purchase price. If the goods sold hereunder are the products of manufacturers other than Howk Systems, Howk Systems makes no warranty, express or implied, concerning such products. As respects Howk Systems, such goods are sold with all faults, but Howk Systems shall use its best reasonable efforts to obtain from the manufacturer, in accordance with such manufacturer's customer practices the repair or replacement of any products as many prove defective in workmanship or material

EXHIBIT 'I'

CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 15-312
PUMP REPAIR SERVICES

PARTICIPATION

BIDDER TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, Exhibit I, if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding he City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

[X] Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

[ ] No, we will not extend contract terms to any agency other than the City of Turlock.

Thomas R Venier - Hawk Systems
(Authorized Signature)

Pres
Title

Council Synopsis

April 14, 2015

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

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities Superintendent

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $20,000 to revenue account number 269-60-614-381.34143 "State Department of Housing & Community Development Grant" and $20,000 to expense account 269-60-614-381.51270 "Construction Project" for the Fiscal Year 2014/15 budget to allow staff to begin work on the Montana Neighborhood Park project

2. DISCUSSION OF ISSUE:

On November 18, 2014 Turlock City Council authorized execution of the State of California Standard Agreement for the Housing Related Parks Grant Program. The City of Turlock was awarded $443,100 for the development of Montana Neighborhood Park. The Housing Related Parks Program is funded through Proposition 1C and awards funds on a per-bedroom basis for each residential unit affordable to very low and low income households with documented housing starts during the program year. Grant funds were available to construct, rehabilitate or acquire capital assets for parks and recreation projects that benefit the community and add to the quality of life for its residents.

The City of Turlock was eligible for these funds due to the construction of the Avena Bella project that produced 80 units of affordable housing. Housing Related Parks application was submitted on January 22, 2014. The State of California Standard Agreement for the Housing Related Parks Grant Program has been executed and funds for the development of the Montana Neighborhood Park are available and must be spent by June 30, 2016.

3. BASIS FOR RECOMMENDATION:

The appropriation of $20,000 will provide funds to initiate the environmental review which includes a Phase I study and will allow staff to begin working on the planning entitlements.

G. POLICY INITIATIVE – FISCAL RESPONSIBILITY:

1) GOAL(S): c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships

with public and private agencies, industry, and educational institutions such as California State University, Stanislaus

4. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriate $20,000 to revenue account number 269-60-614-381.34143 "State Department of Housing & Community Development Grant" and $20,000 to expense account 269-60-614-381.51270 "Construction Project" for the 2014/15 budget to allow staff to begin work on the Montana Neighborhood Park project

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Council could chose not to approve the appropriation of funds which would delay the start of the project.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $20,000 TO REVENUE ACCOUNT NUMBER 269-60-614-381.34143 "STATE DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT GRANT" AND $20,000 TO EXPENSE ACCOUNT 269-60-614-381.51270 "CONSTRUCTION PROJECT" FOR THE FISCAL YEAR 2014/15 BUDGET TO ALLOW STAFF TO BEGIN WORK ON THE MONTANA NEIGHBORHOOD PARK PROJECT	**RESOLUTION NO. 2015-**

WHEREAS, on November 18, 2014 Turlock City Council authorized execution of the State of California Standard Agreement for the Housing Related Parks Grant Program. The City of Turlock was awarded $443,100 for the development of Montana Neighborhood Park; and

WHEREAS, the Housing Related Parks Program is funded through Proposition 1C and awards funds on a per-bedroom basis for each residential unit affordable to very low and low income households with documented housing starts during the program year; and

WHEREAS, grant funds were available for construct, rehabilitate or acquire capital assets for parks and recreation projects that benefit the community and add to the quality of life for its residents; and

WHEREAS, the appropriation of $20,000 will provide funds to initiate the environmental review which includes a Phase I study and will allow us to begin working on the planning entitlements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $20,000 to revenue account number 269-60-614-381.34143 "State Department of Housing & Community Development Grant" and $20,000 to expense account 269-60-614-381.51270 "Construction Project" for the Fiscal Year 2014/15 budget to allow staff to begin work on the Montana Neighborhood Park project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of April, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5K

Council Synopsis

April 14, 2015

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

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a five (5) year lease agreement between the State of California, Military Department and the City of Turlock for the use of two (2) acres located at Soderquist Field, 1040 Flower Street, Turlock, California, for recreational purposes

2. DISCUSSION OF ISSUE:

The City of Turlock has been home to the Turlock Armory since 1960 when the City granted the State a ninety-nine (99) year lease of a five (5) acre parcel for the purpose of constructing an armory. In 1967, the City requested a lease back of an unused portion of the parcel for recreational purposes. This area is what is now known as Soderquist Baseball Field and has been used by generations of Turlock youth. In exchange for the City's use of the field, all maintenance and related improvements have been the responsibility of the City and the Turlock National Little League Association. The City has a long standing relationship of contracting with the Turlock National Little League organization for their use of the field and maintenance during the season. The City's partnership with TNLL has been positive and the facility has experienced many improvements due to the efforts of TNLL and their commitment to the youth in our community. As a result, Soderquist Baseball Field continues to play a vital role as one of our most important and highly regarded recreational facilities in Turlock.

The last agreement for the use of the field has since expired and the City has been leasing the field on a month to month basis.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative H: Community Programs, Facilities, and Infrastructure

Goals: b-iv Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources.

c-i Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities, and special events.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
The "Fair Market Rent" is valued at $8,712 per year however the State acknowledges the City of Turlock has, and will continue to make public benefit contributions toward the facility in the form of maintenance, repairs and improvements which will be accepted as "In-Lieu Credit" toward the annual rent.

There is also a $2,000 administration fee from the State Department of General Services in order to cover their cost of preparing and processing the agreement. This will be paid for using existing budgeted Park Maintenance funds resulting in no additional impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

GROUND LEASE

Location of Leased Premises: **Turlock Armory** **1040 Flower Street** **Turlock, California 95380**	**Lease No.: L-2659**
Agency: **MILITARY DEPARTMENT**	**Lessee: City of Turlock, a Municipal Corporation**

This Lease, dated for reference purposes only, December 1, 2014, is made by and between the State of California, acting by and through the Director of the **Department of General Services (DGS)**, with the consent of the **Military Department**, hereinafter as STATE, and the **City of Turlock,** a Municipal Corporation, hereinafter referred to as "LESSEE".

RECITALS

WHEREAS, pursuant to Section 14670(a)(1) of the Government Code, the DGS with the consent of the State agency concerned, may Lease real property owned by the STATE for a period not to exceed 5 years; and

WHEREAS, the Military Department has under its jurisdiction certain real property located at 1040 Flower Street in the City of Turlock also known as the Turlock Armory, State of California, and the STATE has a leased approximately 2 acres of said property to the LESSEE in a Lease dated August 1, 1960, as amended November 10, 1965, August 1, 1967, April 3, 1973, February 8, 1978, March 8, 1983, and September 2, 1993; and

WHEREAS, LESSEE desires to continue said Lease for broad community recreational purposes, and

WHEREAS, it is in the best interests of the STATE that such a Lease be consummated between the STATE and LESSEE on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions of the Lease set forth herein as follows:

Section 1: Site Specific Provisions
Section 2: Building Specific Provisions
Section 3: Standard Provisions

SECTION 1 –SITE SPECIFIC PROVISIONS

WITNESSETH:

PROPERTY DESCRIPTION

1. STATE does hereby Lease to LESSEE, and LESSEE hereby hires from STATE, upon the terms, agreements, and conditions hereinafter set forth, those certain premises located at the Turlock Armory, and more particularly described as follows:

Beginning at a point which is North 0° 45 ' West 746.4 feet and North 89° 50' East 1431 feet from the southwest corner of the Section 15, Township 5 South, Range 10 east, M.D.B &M,. and being the Northwest corner of the property conveyed to Zakerias Hagglund, et ux, by deed recorded May 28, 1931 as Instrument No. 6514, thence North 89° 50' East along the North line of said Hagglund property 22 feet to the true point of beginning of this description, said point being on the East line of Soderquist Road thence North 0° 45' West along the East line of said Soderquist Road 275.2 feet to the intersection thereof with the South line of Flower Street the following four courses and distances; North 88° 51' 30" East, 69.37 feet; along a 1028.2 foot circular curve concave to the North an arc length of 102.99 feet (the curve subtends a central angle of 5° 44' 21"; has a long chord of 102.94 bearing North 87° 25' 24" East); along a 968.2 foot reverse circular curve concave to the South and arc length of 96.98 feet (the curve subtends a central angle of 5° 44' 21"; has a long chord of 96.94 feet bearing North 87° 25' 24" East); North 88° 51' 30" East 110 feet to a point which is the intersection of aforementioned South line of Flower Street and the East long of Alaska Street; thence along the Easterly line of said Alaska Street the following 3 courses and distances South 0° 52' East, 123.33 feet; South 26° 0 East, 134.95et; South 0° 45' East 41.86 feet to a point on the North line of said Hagglund property; thence South 89° 50' West along the North line of said Hagglund property 437.0 feet to the true point of beginning, being approximately 2 acres.

USE

2. The Premises shall be used by LESSEE during the Term hereof for the purpose of public recreational uses as a broad community benefit and for no other purpose whatsoever. .

RENT PAYMENTS AND IN-LIEU CREDIT

3. STATE has determined the annual "Fair Market Rent" for the use of the Premises to be:

($8,712.00) EIGHT THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS

LESSEE's annual payments shall display State's Lease Number L-2659 and shall be mailed to the following address:

Military Department
Attn: Accounts Receivable - (L-2659)
9800 Goethe Road
Sacramento, CA 95826-9101

LESSEE acknowledges that rent and past due rent shall be due and payable to STATE whether or not an actual invoice is sent by STATE or received by LESSEE.

STATE acknowledges that LESSEE will make public benefit contributions equivalent to the annual "Fair Market Rent" of $8,712.00 to be accepted as "In-Lieu Credit" toward the annual rent due for the designated uses herein. LESSEE will provide for STATE review and prior written approval, no later than January 31st each year, a program of proposed regular maintenance activities, which describes the character, frequency, duration and relative value of each task to be completed.

SECTION 1 –SITE SPECIFIC PROVISIONS

Only STATE-approved tasks will be credited toward in-lieu payments. The combined value of all STATE-approved maintenance activities and STATE-approved alteration or improvement projects will be totaled in July and January each year, with the combined value of said in-lieu projects being compared to the outstanding rental balance and any outstanding rent amount remitted to STATE at the address listed herein and any positive in-lieu balance carried forward for credit purposes into the next month.

In-lieu credits are offsets to the payment of rent and are considered to broadly benefit the public by providing maintenance services, repairs or premises improvements as directed by Military Department including but not limited to lots, parking, grounds and facilities on said Premises. LESSEE may present to STATE any alterations proposal formatted on a set of preliminary plans accompanied by a set of specifications for materials and design prior to making any alterations to Premises. STATE shall have reasonable time to review, comment or approve such proposals. STATE shall solely determine if such alterations shall count toward in lieu rent credit. At no time shall STATE owe or the in lieu credit become a debt to STATE. All improvements are subject to state building codes, laws and policies as detailed in *Sections 2 and 3* herein.

If at any time during the term of this Lease, STATE shall discover that LESSEE has failed to provide their contribution as defined, said failure shall constitute a forfeiture by LESSEE of said "In-Lieu Credit". The STATE, upon its option and with written notice of forfeiture, may direct LESSEE to pay the greater of the monthly rent equivalent to the annual rental value identified above, or the profit made by LESSEE during the term of the Lease,.

TERM

4. The term of this Lease shall be for five (5) years, commencing January 1, 2015 and ending December 31, 2019, with such rights of termination as are hereinafter expressly set forth.

UTILITIES

5. LESSEE agrees to separately meter the Premises for all utility costs such as electricity and in connection with LESSEE'S use of the Premises during the term of this Lease. This expense excludes trash pick-up. Utility payments shall be made payable to and sent directly to the utility provider. STATE shall not provide such services, and shall have no responsibility for the existence or lack of existence of utilities or any other services to the Premises.

LESSEE shall comply with energy conservation measures required by law, or reasonably required by STATE as the result of an energy crisis. STATE shall not be liable to LESSEE for failure to provide utilities for causes beyond STATE's control.

EARLY TERMINATION

6. STATE and LESSEE agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party, thirty (30) days prior to the date when such termination shall become effective. STATE reserves the right to terminate the Lease immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

EMERGENCY TERMINATION

7. In the event of a Declaration of Emergency by the State or Federal government, which emergency causes it to become appropriate to use the leased Premises for the purposes of protection of the public safety and the safety of the public or preservation of STATE assets, LESSEE shall immediately and fully cooperate with STATE to make the Premises available forthwith for those purposes. LESSEE shall be compensated for any such use only by the abatement of rent liability during the period of time when the Leased Premises are unavailable to LESSEE for LESSEE'S exclusive use.

SECTION 1 –SITE SPECIFIC PROVISIONS

LESSEE shall specifically not be entitled to compensation for 1) lost income which would be derived from the use of the Leased Premises, or 2) any liability to third parties resulting from LESSEE'S inability to meet any contractual obligations. In the event LESSEE cannot return to premises due to long term emergency, STATE shall be responsible for restoring the Premises to its condition as existed prior to STATE'S use, as described in this section.

NOTICES

8. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

LESSEE: **City of Turlock**
Park Director
144 S. Broadway
Turlock, California 95380
(209) 668-5594

STATE: **DEPARTMENT OF GENERAL SERVICES**
Real Estate Services Division
P. O. Box 989052
West Sacramento, CA 95798-9052
Phone: (916) 375-4025

With Copies to:
California Military Department
P.O. Box 269101, Facilities (Box 18)
Sacramento, CA 95826
(916) 854-3585

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LESSEE is obligated to notice all State offices listed above and the failure to provide notice to all State offices shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service

PROPERTY INSPECTIONS

9. LESSEE has visited and inspected the Premises and it is agreed that the area described herein is only approximate in size and the STATE does not hereby warrant or guarantee the actual area included hereunder.

HOLDING OVER & LEASE RENEWAL

10. Any holding over after the expiration of the term of this Lease with the consent of the STATE, expressed or implied, shall be deemed to be a tenancy only from month-to-month. During hold over, LESSEE's rental rate shall, at the option of the STATE, be adjusted to be consistent with the most current established rental rate for the premises, payable on a monthly basis in advance.

SECTION 1 –SITE SPECIFIC PROVISIONS

Said month-to-month tenancy shall be otherwise subject to all the terms and conditions of this Lease insofar as applicable.

STATE offers and LESSEE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

ACCESS TO PREMISES

11. Only the LESSEE, its properly qualified and authorized agents, employees, contractors, and Permitted Users shall have the right of ingress to and egress from said Premises.

SUBLETTING

12. LESSEE shall not assign this Lease in any event and shall not sublet the Premises or any part thereof and will not permit the use of the Premises by anyone other than the LESSEE without written permission of the Military Department.

End of Section 1

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SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

1. **ROAD ACCESS AND FEES.** LESSEE agrees to the following terms and conditions regarding the use of said access road:

   (a) LESSEE shall exercise its right personally or through its authorized agents, employees, contractors, and Permitted Users whenever it is necessary.

   (b) LESSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LESSEE shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

2. **REGULATION BY STATE.** STATE shall have the full power and right to determine and regulate the operations of the LESSEE insofar as they affect the operations, safety, and effective use of STATE Military activities conducted at the same location.

   (a) All contractors, agents, employees, representatives, or licensees of the LESSEE shall be subject to the rules and regulations of the STATE and Military Department as they relate to conduct on the grounds, security, and general use of facilities.

   LESSEE will conduct its operations in such a manner so as to minimize any interference with the Military activities associated with the site.

   (b) LESSEE will comply with all building rules and regulations adopted by said authorities in charge. No article or material deemed by said authorities in charge to be considered as contraband shall be brought on said real property. Contraband includes, but is not limited to, alcoholic beverages, possession or use of firearms, explosives or edged weapons, and restricted controlled substances.

   Any willful violation of said rules and regulations are grounds for immediate termination of the Lease.

3. **RIGHT TO ENTER.** During continuance in force of this Lease, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for survey, inspection, or any other lawful STATE or Military purposes.

4. **IMPROVEMENTS & MODIFICATIONS.** LESSEE at its sole cost and expense may, subject to the approval of STATE, from time to time during its tenancy of the Premises:

   (a) Furnish, install and use at the Premises such improvements and property of whatsoever kind and nature as LESSEE and STATE mutually deems necessary consistent with the purpose of this Lease as set forth in "Use" Section hereof.

   (b) Improve the Premises in a manner consistent with the purposes of this Lease as set forth in "Use" Section hereof, and provided further that plans for the construction or enlargement of any improvement will be submitted to STATE in advance of such construction or enlargement, and will be subject to written approval by STATE. Such approval by STATE shall not relieve LESSEE of the obligation of complying with any and all terms and conditions of this Lease; LESSEE shall provide a minimum of thirty (30) days prior written notice of the construction to the STATE.

   (c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, LESSEE shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

5. **DISPOSITION OF LESSEE'S PERSONAL PROPERTY.**

   (a) During the term of this Lease, all personal property placed in, upon, or under the Premises by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense within thirty (30) days after expiration or termination of LESSEE's tenancy.

   (b) Should LESSEE fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the Lease, STATE may do so at the risk of LESSEE. Upon written demand by STATE,

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

LESSEE shall immediately pay all costs and expenses of the removal of LESSEE'S personal property and equipment.

(c) LESSEE may, however, with written consent of STATE, abandon in place any and all of LESSEE'S equipment and personal property, whereupon, as abandoned, title to said improvements will vest in STATE.

(d) Upon termination of this Lease for any cause, LESSEE shall remove any and all of LESSEE'S equipment and personal property and restore the entire Premises to its condition prior to the execution of this Lease, except however, the STATE may approve, in writing, any deviation from this requirement.

6. **REPAIR AND MAINTENANCE.** It is acknowledged that LESSEE is the current occupant of the space and that at time of initial occupancy, the site was considered to be in good condition.

a. LESSEE shall maintain said Premises in compliance with all health, safety, and sanitation laws, ordinances, and regulations of the State, Federal, and local authorities.

b. LESSEE agrees to maintain the Premises at their sole cost and expense.

7. **CONDITION OF PREMISES.**

(a) LESSEE is aware of the current condition of the Premises and accepts the Premises in "as is" condition. LESSEE accepts the Premises as being in good condition and repair, unless otherwise specified in writing to STATE, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to STATE the Premises, with any appurtenances or improvements approved by STATE, in the same condition as when received

8. **LESSEE'S SECURITY.** LESSEE shall be responsible for the security of the Premises and all persons in its program while such persons are ~~in,~~ on or about the Premises.

9. **EMERGENCY PREPAREDNESS.** LESSEE agrees to be responsible for maintaining an emergency preparedness program for LESSEE. LESSEE shall not rely on STATE to provide food or supplies during a local or area wide disaster. STATE will, if time and material allow, assist LESSEE during a disaster.

10. **FIRE/POLICE PROTECTION.** LESSEE is a separate and distinct entity from the STATE and shall so inform first any local Fire and Police Agencies. The STATE and or Military shall in no way be responsible or liable for such protection to LESSEE.

11. **LESSEE GUARANTEES.** LESSEE hereby guarantees, for the term of this Lease any and all work or services performed by LESSEE or LESSEE'S properly qualified or authorized agents, employees, and contractors, in order to accomplish the installation and/or maintenance of the facilities.

12. **CUSTODIAL AND TRASH.** LESSEE shall pick up trash and debris at Premises and deposit trash in trash bins provided by STATE. STATE shall, at its expense, arrange for trash disposal for the contents of LESSEE as part of its regularly scheduled trash collection.

13. **PARKING.** LESSEE's employees, guests, invitees and Permitted Users shall have the use of the non-reserved designated automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by STATE.

STATE reserves the right to designate parking areas within reasonable proximity to the Premises for LESSEE'S agents, invitees, and employees. Parking is allowed in designated parking areas only.

Lease excludes parking on Premises on dates when the entire Premises is required to support California Army National Guard (CAARNG) drill or annual training vehicle parking requirements. The schedule of annual of drill dates and training periods is available each September for the following year and will be provided to LESSEE within thirty (30) days of publication. Because of the nature of STATE activities on PREMISES, drill dates are subject to change with little or no notice; however, STATE will make every reasonable effort to notify LICENSEE at least seven (7) calendar

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

days before any change occurs to available weekday parking.

End of Section 2

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SECTION 3 – STANDARD PROVISIONS

1. **PERMITS AND APPROVALS**. STATE and LESSEE agree that LESSEE'S ability to use the Premises is dependent upon LESSEE obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with LESSEE, at no expense to STATE, in LESSEE'S effort to obtain such approvals in connection with said permits, licenses or other approvals.

2. **LEASE MODIFICATION FEES**. An administration fee shall be assessed for any action originated by LESSEE requiring lease administration or technical review staff work by STATE which result in an amendment to, or assignment of this Lease. To initiate such services, LESSEE must submit a written request to STATE Military Department. The administration fee will be assessed at the prevailing rate in effect at the time the request is received.

3. **DEFAULT**. LESSEE shall make all payments to the STATE without deduction, default or delay. In the event of the failure of LESSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LESSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LESSEE of such default, this Lease may, at the STATE'S sole discretion, be terminated.

   In the event of termination of this Lease, it shall be lawful for STATE to reenter into and upon the Premises and every part thereof and to remove and store at LESSEE'S expense all property there from and to repossess and occupy the Premises. In the event STATE terminates this Lease pursuant to this Paragraph, the STATE shall not be required to pay LESSEE any sum or sums whatsoever.

4. **COMPLIANCE WITH LAWS.** LESSEE shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state, Military and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

5. **FAILURE TO PERFORM**. In the event of the failure, neglect, or refusal of LESSEE to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by LESSEE, STATE will, at its option, have the right to do and perform the same, and LESSEE hereby covenants and agrees to pay STATE the cost thereof on demand.

6. **RIGHTS RESERVED BY STATE.**

   (a) STATE reserves the right to use the real property involved (not including real property installed, erected or constructed by LESSEE) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to LESSEE.

   (b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

   (c) No priority or other rights will attach to the use of any space in STATE'S building or on said facility.

7. **ACTS OF NATURE.** If any of LESSEE'S improvements or equipment are destroyed by acts of nature, LESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and that consumes no more electrical power. LESSEE shall immediately notify STATE of such items and the date the replacement is completed.

8. **HAZARDOUS WASTE**. LESSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

   (a) In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE'S illegal use, storage,

SECTION 3 – STANDARD PROVISIONS

transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where the LESSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE'S direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

9. **VACATING THE PREMISES**. LESSEE shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to STATE, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

10. **RECOVERY OF LEGAL FEES**. If action is brought by the STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the STATE against LESSEE, and if the STATE will prevail in such action, the LESSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

11. **AMERICAN WITH DISABILITIES ACT.** LESSEE shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications. By signing this Lease, LESSEE assures STATE it complies with the Americans with

Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et sec.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

12. **TAXES AND ASSESSMENTS**. LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease. It is understood that this Lease may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

13. **NON-DISCRIMINATION.** In the performance of this Lease, LESSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (GC, Section 12920-12994).

REMEDIES FOR WILLFUL VIOLATIONS:

SECTION 3 – STANDARD PROVISIONS

(1) The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) The STATE will have the right to terminate this Lease and any loss or damage sustained by the STATE by reason thereof will be borne and paid for by the LESSEE.

14. INSURANCE.

Prior to or at Lease execution LESSEE shall furnish to the STATE a certificate of insurance, along with all policy endorsements, with the STATE's **Lease Number L-2659** indicated on the face of said certificate or endorsements, issued to the STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain general liability coverage with limits of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined and Fire Legal Liability of at least $500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, and their officers, agents and employees as additional insureds, but only insofar as the operations under the Lease are concerned. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

LESSEE shall maintain motor vehicle liability with limits of not less than $1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insured with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

WORKERS' COMPENSATION

LESSEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of $1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

LESSEE shall ensure that the following general requirements are met:

a. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

b. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by the STATE within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.

c. Lessee shall notify the State within five business days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this lease.

d. LESSEE is responsible for any deductible or self-insured retention contained within the insurance program.

e. In the event LESSEE fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.

f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.

g. If LESSEE is self-insured in whole or in part as to any of the above described types and levels of coverage, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. The State may require financial information to justify LESSE's self-insured status. If, at any time after

SECTION 3 – STANDARD PROVISIONS

the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

15. **FIRE AND CASUALTY DAMAGES**. STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this Lease insured against fire or casualty, and LESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the STATE in the course of their employment.

16. **HOLD HARMLESS INDEMNIFICATION**. This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by LESSEE, except those arising out of the sole negligence or willful misconduct of the STATE, its employees, agents, and invitees.

    LESSEE agrees to defend, indemnify, and save harmless the STATE from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

17. **LOSSES**. STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.

18. **DEBT LIABILITY DISCLAIMER**. The STATE, including but not limited to the STATE's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the LESSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions will not be liable for and will be held harmless by LESSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LESSEE, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of the LESSEE. STATE has no obligation to defend or undertake the defense on behalf of the LESSEE or its heirs, successors or assigns.

19. **RELOCATION.**

    (a) In the event STATE terminates this Lease pursuant to its terms, Lessee acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the Lease be terminated pursuant to its terms, and waives any such claims it may have.

    (b) In the event subleasing, under the terms of this Lease, is permitted, LESSEE shall incorporate this Paragraph into the sublease. Failure to do so may obligate LESSEE for damages and costs resulting from claims for relocation payments by sublessee.

    (c) The location of the Premises to be used by LESSEE for the purpose of this Lease may be changed as required by the STATE in the event of circumstances arising to warrant such a change. LESSEE agrees to accept another functionally equivalent location within the facility grounds within which to operate under the same general provisions of this Lease. In the event that new quarters are different in size from present quarters, there shall be an adjustment in rental rate on a proportionate square footage basis at the discretion of the STATE, either greater of smaller, as the case may be.

    In the event the STATE is unable to relocate the LESSEE within the facility grounds, the STATE, upon reasonable notice, may require the LESSEE to leave the STATE premises. Reasonable notice is defined herein as to be at least thirty (30) days.

SECTION 3 – STANDARD PROVISIONS

20. **SMOKING RESTRICTIONS.** Per Government Code 7597, Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.

21. **RECORDING**. LESSEE shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE hereunder.

22. **AUTHORITY TO CONTRACT**.

    (a) If LESSEE is a public, private or non-profit corporation, each individual executing this Lease on behalf of said LESSEE shall provide evidence, which is acceptable to the STATE, that he/she is duly authorized to execute and deliver this Lease on behalf of said LESSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

23. **PARTNERSHIP DISCLAIMER**. LESSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.

24. **MINERAL RIGHTS.** LESSEE agrees not to interfere, in any way, with the interests of any person or persons that may presently, or in the future, old hold oil, gas, or other mineral interests upon or under said Premises; nor shall LESSEE, in any way, interfere with the rights of ingress and egress of said interest holders.

25. **CEQA.** Any physical changes made to the improvements by Lessee or its agents shall comply with the California Environmental Quality Act (CEQA).

26. **BANKRUPTCY**. In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this Lease and the provisions of the "Default" Paragraph hereof shall apply in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against LESSEE; (c) a writ of execution is levied against this Lease or the leasehold estate; (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the Premises.

27. **AMENDMENTS AND MODIFICATIONS.** No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

28. **MUTUAL CONSENT**. Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

29. **FORCE MAJEURE.** If either LESSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse LESSEE from prompt payment of any rent, taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this Lease.

30. **WAIVER**. If the STATE waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition.

    Failure by STATE to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease STATE'S right to insist thereafter upon strict performance by LESSEE.

    Waiver by STATE of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized STATE representative.

31. **ENTIRE AGREEMENT**. This Lease and its exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

SECTION 3 – STANDARD PROVISIONS

32. **PARAGRAPH HEADINGS.** All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

33. **SEVERABILITY.** If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

34. **SEPARATE COUNTERPARTS.** This Lease may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

35. **SUPERSEDURE.** This Lease supersedes and voids any prior license, lease or agreement of any kind between the STATE and the LESSEE identified in this Lease with regards to the Premises.

36. **BINDING.** The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

37. **ESSENCE OF TIME.** Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

End of Section 3

THIS AREA INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA
APPROVED:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By:_____
TONY PSIHOPAIDAS, Manager
State Owned Leasing and Development

Date Executed:_____

APPROVAL RECOMMENDED:

By:_____
MARK MCGUIRE
Real Estate Officer

CONSENT:

MILITARY DEPARTMENT

By:_____
THOMAS CLARKE, CW4
Contracting Officer

LESSEE:

CITY OF TURLOCK
a Municipal Corporation

By:_____
ROY W. WASDEN
City Manager

By:_____
ALLISON VAN GUILDER
Parks, Recreation and Public Facilities Director

By:_____
PHAEDRA A. NORTON, City Attorney

ATTEST:

By:_____
KELLIE E. WEAVER, City Clerk

5L

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail.
Electronic copies (fax or e-mail) will not be accepted.

MAR 20 2015

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: CITY OF TURLOCK
(Name of Entity)

Claimant's name: CAROL SKOOGLUND

SS#: [redacted] DOB: 06/29/1954 Gender: Male ___ Female X

Claimant's address: 841 N. DAUBENBERGER RD., TURLOCK 95380

Claimant's Telephone Number(s): (209) 606-7039

Address where notices about claim are to be sent, if different from above: ___

Date of incident/accident: OCTOBER 16, 2014

Date injuries, damages, or losses were discovered: OCTOBER 16, 2014

Location of incident/accident: THOR STREET BETWEEN 2ND MAIN & CRANE

What did entity or employee do to cause this loss, damage, or injury? LACK OF SIDEWALK MAINTENANCE

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? UNKNOWN

What specific injuries, damages, or losses did claimant receive? SEE REVERSE

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : $750.86

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☒ DOES NOT EXCEED $25,000 ☐ EXCEEDS $25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? DR APPT CO PAY $45 — XRAY $75 REPLACEMENT OF iPHONE $590.86 + 40.00 (SEE ATTACHED RECEIPTS)

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 3/20/2015 Signature: Carol Skooglund

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

March 2014

7A

CITY OF TURLOCK INC. 1908

Council Synopsis

April 14, 2015

From: Tim Lohman, Fire Chief

Prepared by: Deandra R. Wiley, Neighborhood Services Staff Services Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Assessing properties for abatement costs and establishing a lien for payment

2. DISCUSSION OF ISSUE:

The City Council has previously declared certain weeds, obnoxious growth, and other debris on property and abandoned vehicles to be a nuisance and the City has ordered abatement of such nuisances on certain properties.

3. BASIS FOR RECOMMENDATION:

Assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount of fifty-eight percent (58%) of the cost of the abatement.

Strategic Plan Initiative: G) SOCIAL INFRASTRUCTURE – HOUSING RESOURCES

Goal(s): 1(a)(i) Nuisance abatement

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

Budget Amendment
Reimbursement costs of abatement plus administrative fee of 58% into account 110-20-220.35062 "Abatement Revenue."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A). Council may wish to consider not assessing the property owners for reimbursement of abatement costs plus administrative fees. This would put a financial burden on the budget.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING PROPERTIES FOR ABATEMENT COSTS AND ESTABLISHING A LIEN FOR PAYMENT	}	**RESOLUTION NO. 2015-**

WHEREAS, the City Council has previously declared certain weeds, obnoxious growth and other debris on property and abandoned vehicles to be a nuisance, and the City has ordered abatement of such nuisances on certain properties; and

WHEREAS, the City Council has held a hearing on the costs assessed to the owners of properties containing such nuisances and abated by the City, together with administrative costs of fifty-eight (58%) percent of the cost of the abatement; and

WHEREAS, the City Council has heard objections to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby confirm that the assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of April, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT "A"

NAME OF OWNER	LOCATION OF PROPERTY	ABATEMENT		AMOUNT ASSESSED
		DATE	NUMBER	
IRVING THOMAS WATTLES 1010 ALPHA ROAD TURLOCK CA 95380	1010 ALPHA ROAD	2/20/15	043-026-006-000	$434.04
BIJAN PIROUZ 2001 S BARRINGTON AVE #312 LOS ANGELUS CA 90025	2050 DIVANIAN DRIVE	2/20/15 2/24/15 2/25/15	071-011-016-000	$4,214.53

7B

Council Synopsis

April 14, 2015

From: Mike Pitcock, Director of Development Services

Prepared by: Debra A. Whitmore, Deputy Development Services Director/Planning
Rose Stillo, Planner, Senior
Dorinda Soiseth, Staff Services Technician

Presented by: Debra A. Whitmore, Deputy Development Services Director/Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Repealing and Replacing Turlock Municipal Code Title 9, Zoning Ordinance, in its Entirety

Motion: Approving an amnesty program for cargo container permits, as follows:

1) A delay in the enforcement of the provisions listed in the modified TMC 9-2-125 (Cargo Containers) for a period of 6 months; and

2) A reduction in the planning permitting fees for cargo container permits for a 6-month period, as follows, and subsidize the permitting fees with General Fund revenues:

   a) Reduce the cost of the Minor Discretionary Permit required for commercial and industrial zoned properties from $1,475 to $345; and

   b) Reduce the cost of the Minor Administrative Approval required for residential zoned properties from $345 to $170

2. DISCUSSION OF ISSUE:

OVERVIEW OF PROPOSED AMENDMENTS

For the past four (4) years, the Planning Commission has been working on a number of amendments to the City's Zoning Ordinance including those pertaining to drive-through facilities, cargo containers, electrified fences, the Downtown zoning regulations update, and others. The comprehensive zoning ordinance

amendment presented here incorporates these changes as well as changes to the code that have been identified by staff over the course of doing business with the public.

Due to the comprehensiveness of the proposed amendments, staff proposed a full repeal and replacement of the Zoning Ordinance with the updated chapters. The changes range from simple wording and reference changes to adding entire sections to the City's Zoning Regulations.

The summary below focuses on the major additions and amendments to the ordinance by chapter. A more detailed summary of the changes is provided in Attachment 1.

Chapter 9-1: General Provisions (and Definitions):
This chapter establishes the zoning regulations and establishes the definitions that are used throughout the Zoning Regulations. These terms are used later and throughout the Zoning Regulations. Changes and additions were made to the definitions section to clarify the meaning of terms. An example of a new term is the new definition for a "cargo container" that has been added because a new section on cargo containers has been added to Chapter 9-2 of the ordinance.

Chapter 9-2: Regulations Applying to All Districts:
This chapter includes regulations that affect how development occurs in all zoning districts. It is also the chapter that identifies special permitting processes and development standards for specific uses. Major changes or additions proposed in this chapter are:

Article 1: Special Provisions: Major amendments are proposed to regulations for accessory buildings and structures, building projections into yards, landscaping and irrigation, permitted locations of recreational vehicles and campers, salvage and wrecking, and mobile food facilities.

> *Accessory Structures and Buildings:* The proposed changes would significantly change the way the City regulates accessory structures such as gazebos, storage sheds, detached garages, and other buildings that are typically accessory to residential uses. Under current regulations, it is difficult to place storage sheds and other minor structures next to a property line, even when that structure is screened by a fence from a neighbor or the public. Under the new language, any structures seven feet in height or less would be allowed so long as it is not located in a front yard. For buildings or structures greater than seven feet in height, structures in the agricultural and residential districts are limited to 15 feet in height, must be architecturally compatible with the primary structure, must maintain specified setbacks, and may not occupy more than 1,000 square feet.

The proposed changes make an exception for arbors, arches, and trellises in the front yard when they are used as an entryway feature, do not exceed an overall height of eight feet and width of seven feet.

Building Projections into Yards: Eliminated some terms that confused patios with patio covers. A corresponding change in the accessory structure ordinance would not allow accessory structures to project into a required setback area. All building projections are limited to no closer than 5 feet from the front or rear property line.

Landscaping and Irrigation: This section has been updated to reflect the State's Water Efficient Landscape Ordinance. The landscaping requirement for the Commercial-Office (C-O) zoning district has been reduced from 25% to 15% at the recommendation of the Development Collaborative Advisory Committee. For commercial and industrial zoning districts, the landscaping in the road cross section defined by the General Plan may be counted toward the project's landscaping requirement. However, commercial districts are required to have a minimum of ten feet of landscaping from the back of a public sidewalk.

Permitted Locations of Recreational Vehicles: Vehicles would be allowed to park a little closer to the side property lines when located in the front yard-reducing the side yard setback from 4 feet to 2.5 feet – to align with the setback for a driveway. Recreational vehicles under 7 feet in height would be allowed to park in the side yard setback area when located behind the front yard and when screened by a solid fence.

Salvage and Wrecking: Eliminates the requirement for an 8-foot masonry fence when the business is surrounded by industrial (I) zoned properties.

Mobile Food Facilities: Modifies the annual renewal process from every 6 months to once a year.

Cargo Containers: Adds a new section establishing a discretionary permitting process for cargo containers. Also establishes the conditions under which a permit is not required. The proposed revisions specify the type of permit required, and the standards that would apply for the various zoning districts in the City. The proposal establishes limits on the number and size of cargo containers that could be placed on private property and would establish design guidelines for the containers that may be permitted. Residential owners would be allowed to keep a cargo container in their driveway for 3 months or less without a permit; however, the container must be located on paved driveway, may not encroach into the public right-of-way (like a sidewalk) and may not block the opening of the garage door.

Electrified Fences: Electrified fences are to be allowed in the Industrial (I) and Industrial Business Park (I-BP) zoning districts so long as they are located at least 50 feet away from residential and other sensitive land uses, or land zoned for such uses (including most commercial zoning districts), and meet specific construction and safety standards. The owner would also be required to hold the City harmless for all liability associated with installing the fence.

Drive-Through Facilities: Restrictions on the location of drive through facilities and specific sign standards have been added.

Article 2: Off-Street Parking and Loading Regulations: The proposals include adding regulations regarding driveway standards, parking space and drive aisle requirements have been moved to the City's Standard Specifications and Drawings, bicycle parking requirements have been revised, and have added an allowance for alternative method of determining the number of parking spaces, and added parking lots design standards.

Article 3: Noise Standards: No major amendments have been proposed; however, some minor changes have been made to correct references to other sections of the Turlock Municipal Code.

Article 4: Nonconforming Structures and Uses: Proposed amendments would reduce the permitting requirements for smaller expansions of nonconforming uses and structures from a conditional use permit to a minor discretionary permit.

Article 5: Signs: No major amendments are proposed at the current time; however, some minor changes have been made to correct references to other sections in the Turlock Municipal Code.

Article 6: Wireless Communications: Minor changes in references and rewording of Section 9-2-604(c) to clarify its intent.

Chapter 9-3: Base District Regulations:
This chapter establishes the uses and development standards for the various base zoning districts in the City. Changes are proposed in the permitting requirements for various uses and the property development regulations for all districts. Agricultural uses have been further defined particularly how they are regulated in residential districts. Community gardens are allowed with a conditional use permit; however, crop production for one's own use is permitted. Major changes in the use classifications for the Commercial Thoroughfare (C-T) and Public/Semi-public zoning districts are proposed. Design standards have been added for manufactured housing in residential districts.

Chapter 9-4: (Downtown) Overlay District Regulations:
This chapter establishes the overlay districts in Turlock's Downtown planning area. The proposed amendments are not intended to change the overall goals

and objectives of the current Downtown Plan and Zoning Regulations. Lot dimensions have been added to ensure that new lots are created in the same pattern as the existing Downtown. Limitations on the types of security devices have been clarified. Uses classifications have been added. These classifications were established in coordination with the Turlock Downtown Property Owners Association, although the Association did not necessarily agree with all of the designations recommended by staff. In particular, the Association is continuing discussions with the Police Department to identify an expedited permitting process for entertainment uses in the Downtown area. Setbacks have been reduced slightly in some zones to create more consistency among the zoning districts with the exception of single family homes that will maintain 15 foot front and corner side yards. Height limits for the Office Residential and Industrial Residential zoning districts have been increased to 40 feet and 50 feet, respectively. Landscaping requirements have been somewhat reduced.

Chapter 9-5: Administration:
This chapter defines the permitting procedures and findings for various entitlement processes. This chapter also establishes the enforcement procedures for the Zoning Regulations. Minor changes in the various permitting procedure and time frames are proposed. For outdoor dining establishments, a requirement to maintain insurance coverage throughout the operation of the outdoor dining use has been added. For outdoor dining establishments that serve alcohol, the barrier height has been reduced from 4' to 3'.

ENVIRONMENTAL REVIEW
The proposed amendments to the Zoning Ordinance constitute a "project" under CEQA; however, because the proposed amendments are consistent with the General Plan and are not anticipated to generate a significant environmental effect, the project is exempt pursuant to Section 15061(b)(3) [No potential for causing a significant effect on the environment] or Section 15183 [Project consistent with general plan policies].

The City received comments from three agencies regarding the proposed project. The comment letters did not raise issues disputing the environmental determination.

PLANNING COMMISSION RECOMMENDATIONS
On March 5, 2015, the Planning Commission held a public hearing to consider the proposed amendments. The Commission received additional testimony from the public regarding whether additional restrictions should be placed on the height of accessory structures in residential areas. The Planning Commission agreed to consider these comments in future code amendments.

The Planning Commission unanimously (7-0) approved the amendments to the Zoning Regulations at their March 15, 2015, meeting with the amendment to Section 9-2-109 (Landscaping and irrigation) clarifying that the section would

apply to only those projects subject to the State's Model Water Efficient Landscaping Ordinance (see Attachment 2, Planning Commission Resolution 2015-04). That modification has been made to the Zoning Ordinance included in the attached ordinance.

POTENTIAL AMNESTY PROGRAM FOR CARGO CONTAINERS

In February 2014, the Planning Commission received a request from a local business owner to establish an amnesty program for the cargo container ordinance. He requested that existing containers that had been on the property for some specified period (such as five years) be exempt from both planning and building code requirements to encourage compliance with the new code. While staff did not support the request as presented because the current Code already requires compliance for permanent containers, staff did come up with two possible options to implement such a request. Those strategies are summarized in the following section. By separate motion, the Planning Commission recommended that the City Council approve an amnesty program.

Staff has a list of properties that have not obtained building permits or otherwise complied with the City's current requirements for cargo containers. Regardless of whether an amnesty program is put into place, the City would continue its policy to strive for compliance rather than imposing fines or other enforcement actions. The steps that have been established in the City's Administrative Citation process seek to bring properties into compliance by first issuing warning letters and providing adequate time for a property owner to comply with the City's permitting requirements.

Amnesty Options

Staff presented two options to the Planning Commission for their consideration:

Delay Enforcement for 6 months. Under this option, City staff would notify property owners with known violations and give them 6 months to comply. During that period of time, no enforcement actions or penalties for noncompliance would be imposed. This option would have little financial impact to the City.

Reduced Permitting Fees: Another option is to reduce the building and/or planning permit fees for cargo containers. If the City Council were to adopt such a strategy, the uncollected fees would have to be subsidized from the City's General Fund to comply with Proposition 26 requirements. Staff does not support reducing the building permit fees because of the impact the subsidy would have on the General Fund; however, a reduction in the planning permit fees is a possibility because it would have far less impact. Under this option, the planning permit fees would be reduced to cover the hard costs of issuing a planning permit (i.e., the Minor Discretionary Permit required for commercial and industrial zoned properties could be reduced from the estimated $1,475 (cost of a MDP Amendment) to $345 and the residential fee for the Minor Administrative

Approval could be reduced from $345 to $170). Based on the current list of properties that have such containers, it is estimated that the subsidy would be approximately $20,000; however, once the amnesty program is adopted, additional property owners may come forward to request permits for cargo containers increasing the total cost to the General Fund.

The Planning Commission unanimously (7-0) recommended that the City Council approve an amnesty program as outlined below:

1). A delay in the enforcement of the provisions listed in the modified TMC 9-2-125 (Cargo Containers) for a period of 6 months; and/or

2). A reduction in the planning permitting fees for a 6-month period, as follows, and subsidize the permitting fees with General Fund revenues:

   a). Reduce the cost of the Minor Discretionary Permit required for commercial and industrial zoned properties from $1,475 to $345; and

   b). Reduce the cost of the Minor Administrative Approval required for residential zoned properties from $345 to $170.

3. BASIS FOR RECOMMENDATION:

A. To bring Title 9 (Zoning Ordinance) into consistency with the 2012 City of Turlock General Plan

B. On March 5, 2015, the Planning Commission unanimously recommended approval of the proposed changes to Title 9 of the Turlock Municipal Code

Strategic Plan Initiative: INTELLIGENT, PLANNED, MANAGED GROWTH

Goal: a. Ensure all growth adds value to the current and future community
e. Create long-term, value-added plan for In-fill

f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The cost of preparing this Amendment to Title 9 of the Turlock Municipal Code utilizes General Fund monies.

The cost of implementing the proposed amnesty program is estimated to be approximately $20,000; however, if additional property owners take advantage of

the discounted fee to obtain permits for new cargo containers, the subsidy could be higher.

Budget Impact: The budget would need to be amended to provide the funds for the subsidized planning permits required to support the proposed amnesty program.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

EXEMPT pursuant to CEQA Guidelines Sections 15061(b)(3) and 15183

7. ALTERNATIVES:

A. The Council may deny the proposed repeal and replacement of Title 9 (Zoning Ordinance) in the Turlock Municipal Code

B. The Council may amend the proposed changes to Title 9.

C. The Council may choose not to implement the proposed amnesty program.

ATTACHMENT 1: SUMMARY OF MAJOR CHANGES IN THE ZONING ORDINANCE

CHAPTER 9-1: ADMINSTRATION

Definitions:

Accessory buildings and uses
Cargo containers
Community gardens
Crop Production
Health and recreation facility

CHAPTER 9-2: ALL ZONING DISTRICTS

9-2-101: ACCESSORY STRUCTURES:

- Does not affect C and I districts
- Maximum height of detached structures is 15 feet in A and R Districts
- If attached, height is determined by the applicable zoning district (typically 35 feet)
- Setbacks for structures greater than 7' in height:
  - RE – 10' from rear and interior side yard (exception to current standards for main building of 10' side and 30' rear)
  - All others – 5' from rear and interior side yard (exception from 10' rear)
  - Rear yard exception for 20' public alleys – 0' setback if no more than 1/3 of the width of the rear yard
- Height under 7' – may not be located in front yard and must be screened with 7' wall
- Swimming pool structures subject to same standards
- Entry Features: limited to height of 8' and width of 7'; no more than 25 sf (ground)
- Exceptions in R districts may be permitted by CUP; in A district, by MDP

9-2-105: BUILDING PROJECTIONS INTO YARDS

- Primarily effects ag and residential districts with side and rear yard setback requirements
- Removed porches (concrete pads), so may go to property line
- Limit all projections to no closer than 5 feet to the front or rear property line

9-2-109: LANDSCAPING AND IRRIGATION

- Reduced CO landscaping from 25% to 15%
- Updated to reflect new Statewide MWELO requirements
- Added provision that front and side yard landscaping may be counted toward landscaping requirement in all districts, but requiring a setback of 10' for commercial districts fronting onto a public sidewalk

9-2-114: RECREATIONAL VEHICLES, CAMPERS, UTILITY TRAILERS, BOATS

- Parking must take place on a paved surface
- Parking in rear or interior side yard to be 4' unless vehicle/trailer is less than 7' in height
- Front yard:
    - Cannot impede pedestrian traffic (sidewalk)
    - No closer than 2.5' to any parcel line
- Not permitted within public ROW (no change in ordinance)

9-2-117: SALVAGE AND WRECKING YARDS

- Removed requirement for a solid masonry walls industrial districts when abutting other industrially zoned properties

9-2-124: MOBILE FOOD FACILITIES

- Added provisions prohibiting facilities in DC, DCT and OR Downtown Districts (urgency ordinance in place since November 12, 2013)
- Changed to annual rather than biannual application process (December 31) with cutoff of October 1

9-2-125: CARGO CONTAINERS

- New permitting process: downgrading to MAA in residential district to MDP in commercial and industrial districts specific conditions
- Allows for temporary cargo container use
- Establishes standards for both temporary and permanent use – temporary use not required to achieve more stringent District design standards
- Height limited to 10' (one container high)
- Must meet setback requirements unless obtain approval of a Minor Exception
- Must be screened from public view
- Limitations on number and size
- No signs on containers except leasing company
- Building permit required

9-2-126: ELECTRIFIED FENCES

- MAA in industrial districts only
- Must be at least 50' from residence, school, day care, or park land (children)
- Perimeter fence required and shall be setback at least 12" from property line
- Maximum height of 10'
- Constructed of horizontal wires with minimal vertical support to minimize impacts
- Energy source cannot exceed 12 volts
- Warning signs every 50'
- Hold harmless agreement requirement for owner and applicant

9-2-127: DRIVE-THROUGH FACILITIES

- No more than 2 lanes per drive through facility
- Lanes shall be located at least 100 feet from a residential district
- Lanes shall be oriented to reduce light and glare onto adjacent residences and public ROW
- Lanes shall be screened with decorative masonry wall landscaped with vines, landscaped berm or landscaped hedge at least 3' tall
- No more than 2 menu boards per lane
- Lanes shall provide for stacking of at least 4 vehicles between entrance to drive-through lane and menu board closes to the pick-up window; if no menu board, then at least 6 vehicles between entrance and pickup window
- Lanes shall be designed to avoid stacking in a driveway or parking lot drive aisle that connects to a street

9-2-200ART: OFF-STREET PARKING AND LOADING

- In R districts:
  - Paved driveway width may be from 10 to 30' plus up to 10' feet for recreational/trailer vehicle storage
  - Must be incidental to residential use
  - Allows for ribbon and circular driveways
  - Driveways cannot comprise more than 40% of lot frontage or more than 55% of required front yard area
  - Circular driveways and recreational vehicle expansion is required to obtain a MAA prior to construction (may be required to apply for a grading permit)
- Bicycle Parking: updated to reflect new Green Building Code requirements and adds design requirements to ensure that internal bicycle parking is adequate in size and located in a convenient space (near entrances)
- Parking configuration and aisle dimension moved to Engineering Standard Specifications and Drawings
- New parking lot design standards: allows for impermeable surfaces in parking lots for Industrial Districts; double striping as preferred over single striping
- Parking lot landscaping was moved from landscaping section to this section

9-2-400ART: NONCONFORMING STRUCTURES AND USES

- Re-establishment of a nonconforming use downgraded from CUP to MDP
- Minor expansions of no more than 1,000 SF or 25% of floor or lot area are allowed by MDP rather than CUP

CHAPTER 9-3: BASE ZONING DISTRICTS

9-3-202: R DISTRICT USE CLASSIFICATIONS

- Adds Community Garden (CUP), Crop Production (P) and Domesticated Animals (P) permitting requirements
- Specifies that industrial uses are NP

9-3-302: C DISTRICT USE CLASSIFICATIONS

- Adds Community Garden (MDP) and Crop Production (P) permitting requirements
- Redefines the CT zoning district (modified a number of uses that were previously NP or CUP to be approved in a "shopping center" and evaluated uses and permitting requirements to ensure that highway oriented uses are encouraged
- Deletes "dance hall" as a use but "nightclub" is still there in new location (still need a definition of nightclub)

9-3-402: I DISTRICT USE CLASSIFICATIONS

- Adds Community Garden (MDP), Crop Production (P) and other agricultural uses (MDP)
- Adds Restaurant as a use with CUP

9-3-500ART: P/SP DISTRICT USE CLASSIFICATIONS

- Adds Community Garden (MDP), Crop Production (P) and other agricultural uses (CUP) unless surrounded by industrial zones (then MDP)
- Downgrades public buildings and schools from MDP to CUP
- Adds property development standards including front, corner side and rear yard setbacks of 10'; no maximum height limitation

CHAPTER 9-4-100ART: DOWNTOWN OVERLAY DISTRICT

- Significant realignment of the Overlay District regulations
- New section establishing property development standards (minimum lot sizes, dimensions)
- Permit requirements are defined in a new use classification chart (significant differences)
- Changes to height limits, landscaping requirements, setbacks and lot coverage requirements

CHAPTER 9-5: ADMINISTATION

- Minor changes to reflect new administrative citation process

RESOLUTION NO. 2015-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TURLOCK RECOMMENDING THE CITY COUNCIL REPEAL TITLE 9 (ZONING REGULATIONS) AND REPLACE WITH THE AMENDED CHAPTERS 9-1 THRU 9-5 AS THE NEW TITLE 9 (ZONING REGULATIONS)

WHEREAS, a comprehensive update to Title 9 (Zoning Ordinance) is necessary to achieve the goals and objectives of the new General Plan adopted in September 2012 and address a number of requests presented by the public to the Planning Commission; and,

WHEREAS, after the public hearing held on March 5, 2015, the Planning Commission determined as follows:

1. That the pubic necessity, convenience and general welfare support the proposed amendment.
2. That the proposed amendment is consistent with the Turlock General Plan.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock that the following updates to Title 9 (Zoning Regulations), as shown in Exhibit A, are hereby recommended for approval:

Section 1. The proposed project is "Exempt" from the provisions of the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15061(b)(3)[No potential for causing a significant effect on the environment] or Section 15183 [Project consistent with general plan policies].

Section 2. Recommends that the City Council of the City of Turlock repeal Title 9 (Zoning Regulations) and add Chapters 9-1 thru 9-5, as modified in the attached Exhibit A, as the new Title 9 (Zoning Regulations) including the modification of TMC Section 9-2-109(b) clarifying that the landscaping and irrigation standards contained in this section apply only to development projects that are subject to the State-mandated Water Efficiency Landscaping Ordinance.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 5th day of March, 2015, by the following vote:

AYES:	Badal, Fregosi, Gonsalves, Hackler, Hallam, Hillberg, and Pedroza
NOES:	None
ABSENT:	Bean
ABSTAINED:	None
NOT PARTICIPATING:	None
NON-VOTING:	None

ATTEST: _____

DEBRA A. WHITMORE, DEPUTY DIRECTOR OF DEVELOPMENT SERVICES/PLANNING AND SECRETARY OF THE TURLOCK PLANNING COMMISSION

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING AND REPLACING TURLOCK MUNICIPAL CODE TITLE 9, ZONING ORDINANCE, IN ITS ENTIRETY	}	**ORDINANCE NO. - CS**

WHEREAS, a comprehensive update to Title 9 (Zoning Ordinance) is necessary to achieve the goals and objectives of the new General Plan adopted in September 2012 and address a number of requests presented by the public to the City of Turlock; and

WHEREAS, the Turlock Planning Commission unanimously recommended approval of the proposed amendments; and

WHEREAS, after a properly noticed public hearing held on April 14, 2015, the City Council determined as follows:

1. That the pubic necessity, convenience and general welfare support the proposed amendment.

2. That the proposed amendment is consistent with the Turlock General Plan.

WHEREAS, the City Council finds the project to be exempt from CEQA pursuant to Sections 15061(b)(3) and 15183 of the CEQA Guidelines.

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

SECTION 1. REPEALED: Title 9 is hereby repealed in its entirety.

Rum

Chapter 9-1
GENERAL PROVISIONS

Sections:

Article 1. Establishment of General Provisions

9-1-101 Title of provisions

9-1-102 Adoption

9-1-103 Purpose

9-1-104 Applicability to private and public property

9-1-105 Minimum requirement

9-1-106 Rules for interpretation of language.

9-1-107 Applicability and effect of prior permits.

9-1-108 Conflict with other regulations.

9-1-109 Relation to private agreements or restrictions.

9-1-110 Applicability of land use and development regulations.

9-1-111 Rules for interpretation.

9-1-112 Application of zoning regulations during local emergency.

9-1-113 Severability.

Article 2. Establishment of Definitions

9-1-201 Semantic rules of construction.

9-1-202 Definitions.

Article 1. Establishment of General Provisions

9-1-101 Title of provisions.
This chapter of the Turlock Municipal Code may be known and cited as the “Turlock Zoning Regulations” or “Zoning Regulations.”

9-1-102 Adoption.
There is hereby adopted, as provided herein, Zoning Regulations for the City. The Regulations are intended to be a precise and detailed plan for the use of land based on the General Plan of the City and to be consistent with the General Plan of the City.

9-1-103 Purpose.
The purpose of the Zoning Regulations is to promote the public health, safety, comfort, convenience, and general welfare of the people of Turlock. Specifically, these Zoning Regulations intend to achieve the following purposes:

(a) To implement the policies of the Turlock General Plan;

(b) To advance Turlock's position as a regional center of commerce, industry and housing;

(c) To promote and provide for the orderly growth and productivity of Turlock's economy;

(d) To protect agricultural, residential, commercial, industrial, public and institutional areas and environmentally sensitive areas from the intrusion of incompatible land uses;

(e) To provide for desirable, appropriately located living areas in a variety of dwelling types and at a wide range of population densities, with adequate provisions for sunlight, fresh air, privacy, usable open space, and safety;

(f) To encourage the provision of affordable housing, particularly to lower income households;

(g) To achieve excellence in site and building design in all future and existing developments;

(h) To provide adequate off-street parking and loading facilities, and to promote a safe, effective traffic circulation system;

(i) To ensure that service demands of new development do not exceed the capacities of existing streets, utilities, or public services;

(j) To assure equality among individuals in the use and enjoyment of their property;

(k) To guide and encourage the renewal of areas experiencing blight, deterioration and obsolescence, while protecting and preserving Turlock's cultural heritage;

(l) To stabilize expectations regarding development entitlements and uses, thereby providing a basis for rational private and public land use decisions;

(m) To minimize the process necessary to obtain rights to develop and use property;

(n) To provide opportunities for businesses to be located for efficient operation in a mutually beneficial relationship to each other and to shared services;

(o) To prevent any substantial risk to public health, safety and welfare from the use of a land or location of a building, or to be a nuisance to or adversely affect adjacent properties or uses.

9-1-104 Applicability to private and public property.
Zoning Regulations shall apply to all land within the City of Turlock, including land owned by the City of Turlock and other local, state, or federal agencies, where applicable. Application of regulations to specific lots shall be governed by the zoning map.

9-1-105 Minimum requirements.
The Zoning Regulations shall be deemed the minimum requirements to promote and preserve the public health, safety, and general welfare of the people, unless otherwise noted.

9-1-106 Rules for interpretation of language.
The following rules of construction shall apply:

(a) Unless the context clearly indicates the contrary, the following conjunctions shall be interpreted as follows:

(1) “And” indicates that all connected words or provisions shall apply.

(2) “Or” indicates that the connected words or provisions may apply singularly or in any combination.

(3) “Either...or” indicates that the connected words or provisions shall apply singly but not in combination.

(4) “Shall,” “must” and “will” signify requirements to be met without exception under all relevant circumstances.

(5) “Should” signifies the City’s desire and expectation that the principle will be met in most cases, but recognizes that some circumstances may make implementation impossible or unwise. The applicant may be required to demonstrate to the City the reason for not implementing principles with this wording.

(6) “May” signifies that the principle establishes guidance for actions that are at the discretion of the applicant or public agency.

(b) In case of conflict between the text and a diagram, the text shall control.

(c) All references to departments, commissions, boards, or other public agencies are to those of the City of Turlock, unless otherwise indicated.

(d) All references to public officials are to those of the City of Turlock and include designated deputies of such officials, unless otherwise indicated.

(e) All references to days are to calendar days unless otherwise indicated. If a deadline falls on a weekend, a holiday, or some other day when Turlock City Hall is not open for normal business, it shall be extended to the next full working day.

(f) Article, division and section headings contained herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of any section hereof.

(g) The words “activities” and “facilities” include any part thereof.

9-1-107 Applicability and effect of prior permits.
(a) The provisions of this title shall apply to the erection or alteration of any building or structure, or to the use of any parcel of land, as of the effective date of the ordinance codified in this title and any subsequently adopted ordinance amending this title, unless a building permit has been lawfully issued by the City for the construction of a project. In that case, the project may be completed under the provisions of this title as they existed at the time of issuance of the building permit; provided, that construction under the permit commences within the time frame(s) specified in TMC 9-5-106 and the permit remains effective and valid under the terms of issuance. For the purpose of this subsection, a foundation permit shall be treated as equivalent to a building permit but a grading, demolition, electrical, mechanical or plumbing permit shall not be considered or treated as a building permit.

(b) No official or employee of the city authorized to issue permits or licenses shall issue such permits or licenses which are not in conformity with the provisions of this title where such

conformity is required by law. Any permit or license issued in conflict with the provisions of this chapter shall be null and void.

(c) Whenever any building or sign permit, conditional use permit, variance, minor administrative permit, minor discretionary permit or other such permit approval has been issued prior to the effective date of the Zoning Regulations or any amendment thereto and the uses or improvements for which the permit was issued would not conform to the regulations or amendments, the uses or improvements may, nevertheless, be utilized or developed to the extent authorized by the issued permit, provided the permit has not expired under the terms of its issuance. The uses and improvements shall be deemed legally nonconforming and shall be subject to the provisions of Article 4 of Chapter 2 of this title governing nonconformities.

9-1-108 Conflict with other regulations.
Where conflict occurs between the provisions of this title and any other City Codes, ordinances, resolutions, guidelines, or regulations, the more restrictive provision shall apply unless otherwise specified.

9-1-109 Relation to private agreements or restrictions.
This chapter shall not be construed to imply that the City enforces, regulates, interferes with or annuls any easement, covenant, deed restriction, or other agreement between parties except in those instances where the City is a party to the agreement.

9-1-110 Applicability of land use and development regulations.
(a) **Zoning designation system.** The districts set forth in this title and the boundaries of such districts are shown upon the map adopted by the council, such map being designated as the "Zoning Map." Such map is made a part of this title by reference as if the information set forth thereon were fully described in this title. The Council may from time to time republish all or any part of the zoning map to incorporate amendments thereto. Land use and development regulations applicable to specific sites, shown on the zoning map by zoning designation, shall consist of classes of letters and/or numerical designators as follows:

(1) A base land use designator indicating the principal land uses permitted or conditionally permitted in each district, shall be a component of all zoning designations. In mixed-use districts where a conflict arises between standards of more than one district, the Development Services Director shall determine which standards apply.

(2) Overlay district designators shall be included in a zoning designation if the provisions of one or more overlay districts are applicable to a site. When a conflict arises between overlay district standards and base district standards, the overlay district standards shall apply.

(b) **Establishment of land use development standards.** The Zoning Regulations shall set forth development standards for each zone district including, but not limited to, controlling the uses of land, the density of population, the uses and locations of structures, the height and bulk of structures, the open spaces about structures, the external appearance of certain uses and structures, the areas and dimensions of sites, and requiring the provisions of off street parking, off street loading facilities and landscaping.

(c) **Use of property and land in established districts.** Except as otherwise provided in this chapter:

(1) Land, structures, and premises in any district shall be used only for the purposes set forth as permitted in that district, in accordance with the regulations established by the provisions of this title for that district, and in accordance with the conditions and requirements which may have been established for that district in connection with the authorization of any variance or the granting of any permit.

(2) No structure shall be erected, reconstructed, relocated, or structurally altered to have a greater height, bulk or a higher proportion of parcel coverage than is permissible under the limitations set for the district in which the building is located. If the building is already greater than the maximum permitted, it shall not be further increased.

(3) Open space, off-street parking space, or loading space shall be provided in accordance with the regulations, conditions and requirements established for that district.

9-1-111 Rules for interpretation.
(a) **Zoning regulations.** Where uncertainty exists regarding the interpretation of any provisions of this title or its application to a specific site, the Community Development Director shall determine the intent of the provision.

(b) **Zoning map.** Where uncertainty exists regarding the boundary of a zoning district, the following rules shall apply:

(1) Where boundaries are indicated as following streets or other rights-of-way, the center lines of such streets or rights-of-way shall be construed to be such boundaries.

(2) Where boundaries are indicated as approximately following parcel lines, such parcel lines shall be construed to be such boundaries.

(3) In the event uncertainty exists or in the case where a district boundary divides a parcel, the Planning Commission, upon a written application or upon its own motion, shall determine the exact location of such boundaries.

(c) **Record of interpretation.** The Community Development Director shall keep a record of interpretations made pursuant to this title which shall be made available to the public for review.

(d) **Appeals.** An interpretation of the zoning regulations or zoning map by the Community Development Director may be appealed to the Planning Commission.

9-1-112 Application of zoning regulations during local emergency.
The Turlock City Council may authorize deviations from any provision of this title during a proclaimed local emergency in accordance with Title 4 of the Turlock Municipal Code.

9-1-113 Severability.
If any section, subsection, sentence, or phrase of this title is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, the remaining portions of this title shall not be affected. It is expressly declared that this title and each section, subsection, sentence, and phrase would have been adopted regardless of the fact that one or more other portions of this title would be declared invalid or unconstitutional.

Article 2. Establishment of Definitions

9-1-201 Semantic rules of construction.
For the purposes of this title, the following rules shall apply unless inconsistent with the plain meaning in the context of the provisions of this title.

(a) Words used in the present tense include the future tense.

(b) Words used in the singular include the plural, and words used in the plural include the singular.

(c) The word “used” includes the words “arranged for, designed for, occupied, or intended to be occupied for.”

Where a definition is not given or where a question of interpretation is raised, the definition shall be the common usage of the word within the context of its use, or as clarified by the Planning Commission.

9-1-202 Definitions.
“Abandoned” shall mean to cease or suspend from developing or maintaining a building or use for a stated period of time.

“Abandoned activity” shall mean a business or activity with no reported sales or activity for a period of at least one-hundred eighty (180) days. Exceptions are temporary closures for repairs, alterations or other similar situations.

“Abut” or “adjoin” shall mean two (2) or more parcels sharing a common boundary of at least one (1) point.

“Access” or “access way” shall mean the place, means or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property or use.

“Accessory buildings and uses” shall mean buildings and uses, both permanent and temporary, which are:

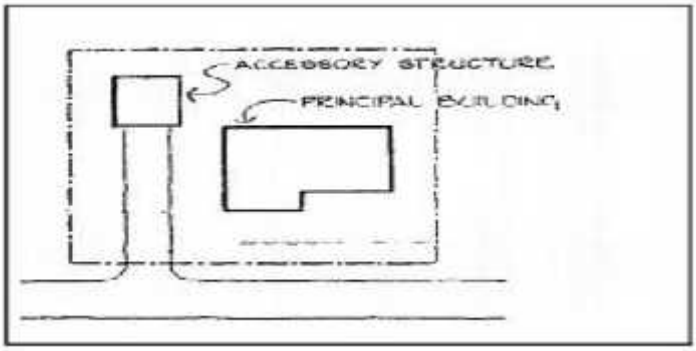
(a) Subordinate to and serve a principal building or principal use;

(b) Subordinate in area, extent, or purpose to the principal building or principal use;

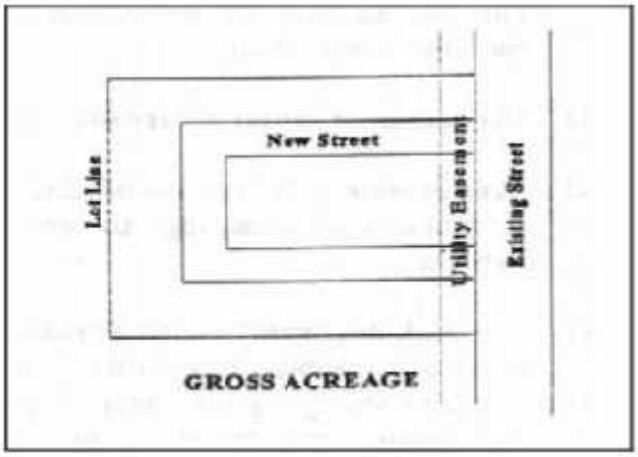
(c) Contribute to the comfort, convenience, or necessity of occupants of the principal building or principal use;

(d) Located on the same lot as the principal building or use; and

(e) Accessory uses in commercial and industrial businesses shall be limited to twenty (20%) percent of the total floor area.



"Acreage, gross" shall mean the entire area of a site calculated to the centerline of planned bounding streets and to the edge of the right-of-way of existing or dedicated streets.



"Acreage, net" shall mean the area of a parcel of land measured to the property lines less streets and/or alleys or those areas proposed or required to be dedicated as streets and/or alleys.

"Action" shall mean the decision made by the review authority on a land use application, including applicable findings, environmental determination and conditions of approval.

"Adjacent" shall mean situated "next to" and shall include both abutting property and real property located across alleys, streets or other public right-of-way.

"Adult use" shall mean a business or location where the main emphasis is on the sale or promotion of sexually explicit materials or activities. See TMC 9-2-102, Adult entertainment facilities, for further definitions and reference.

"Affordable housing" shall mean housing for which the housing payment is not more than thirty (30%) percent of household gross income for a specified housing group.

"Agent of owner" shall mean a person authorized to act for the property owner.

“Agriculture” or “agricultural use” shall include a range of activities involved in the production of food such as the tilling of the soil, the raising of crops, horticulture, viticulture, dairying and livestock farming, including all uses customarily incidental thereto; but excluding slaughter houses, fertilizer yards, transport businesses for agricultural hauling, bone yards or rendering plants for the reduction of animal matter, the cultivation of marijuana, or any other industrial use which is similarly objectionable because of noise, odor, smoke, dust, or fumes.

“Airports and landing strips” shall mean runways and related facilities for aircraft, including rotary-winged and ultra-light aircraft, take-off and landing.

“Alley” shall mean a public or private right-of-way permanently reserved primarily for vehicular service access to the rear or sides of properties otherwise abutting on a street and affording only secondary means of access to abutting property.

“Alteration” shall mean any change, addition, or modification in construction or occupancy of an existing structure.

“Amendment” shall mean a change in the wording, context or substance of any provision in TMC Title 9; or an addition, deletion, or a change in the zone boundaries or classification upon the Zoning Map.

Amusement center or arcade. See TMC 4-11-101 et seq.

“Animal boarding” shall mean the provision of shelter and care for small animals on a commercial basis. This classification includes activities such as feeding, exercising, grooming, and incidental medical care.

“Animal grooming” shall mean the provision of bathing and trimming services for small animals on a commercial basis during regular business hours.

“Animal hospitals” shall mean establishments where small animals receive medical and surgical treatment. This classification includes only facilities that are entirely enclosed, soundproofed, and air conditioned. Grooming and temporary (thirty (30) days or less) boarding of animals is included if incidental to the hospital use.

“Animals, retail sales” shall mean retail sales and boarding of small animals, provided such activities take place within an entirely enclosed building. This classification includes grooming if incidental to the retail use.

“Annexation” shall mean the process of adding territory to the incorporated area of the City and simultaneously detaching said territory from Stanislaus County and certain service districts.

“Antenna” shall mean a device for transmitting or receiving radio, television, or any other transmitted signal.

“Antique store” shall mean a business whose primary purpose is the sale of objects having special value because of their age, especially a domestic item or piece of furniture or handicraft esteemed for its artistry, beauty, or period of origin.

“Apartment” shall mean a room or group of rooms in a building rented or leased to a tenant and constituting five (5) or more dwelling units. For the purpose of this definition, “building” shall mean one (1) or more buildings on one (1) or more contiguous lots or parcels under common ownership, and the total contiguous number of dwelling units in all of such buildings shall be used to determine the number of dwelling units subject to the requirements of TMC Title 9. (See also “dwelling unit, multi-family.”)

“Artist studio” shall mean a place where fine art is created and occasionally displayed, and affords the artists a live-work opportunity typically in the downtown area. “Fine art” is art concerned with the creation of beautiful objects such as painting and sculpture.

“Attached” shall mean the physical connection of two (2) structures as defined by the California Building Code. A building or structure shall be defined as “attached” when there is less than six (6’) feet between that building or structure and any other building on the same property.

“Auto repair, major” shall mean a place providing a full range of vehicle repair and maintenance services which include outside storage, the use of hazardous liquids, open flame or welding operations. Hazardous liquids include Class I, II or III-A liquids as defined by the California Building Code.

“Auto repair, minor” shall mean a place providing vehicle repair and maintenance limited to exchange of parts and maintenance which does not include the activities as defined under “Auto repair, major.” Any activity combining minor and major automobile repair shall be defined as major automobile repair.

“Auto sales and service” shall mean sale and rental of automobiles, motorcycles, trucks and recreational vehicles, including storage and incidental maintenance.

“Automobile service station” shall mean an area which provides for the servicing or fueling of motor vehicles, including tube and tire repairs, battery charging, storage of merchandise and supplies related to the servicing of motor vehicles, sale of gasoline and other fuel and lubricants, motor vehicle washing, grease racks, and motor vehicle repairs, excluding major auto repair and other similar activities. This definition includes a convenience gas mart with two (2) or more service islands.

“Automobile storage” shall mean lots for the storage of parking tow-away, impound yards, and storage lots for automobiles, light duty trucks, buses, and recreational vehicles, but excluding commercial vehicles.

“Automobile washing” shall mean washing, waxing, detailing, or cleaning of automobiles or similar light vehicles including the use of mechanical automobile washers.

“Awning” shall mean a roof-like cover that is attached to and projects from the wall of a building for the purpose of shielding from the elements.

“Balcony” shall mean an open area located either recessed or projected out from the walls of a building. Balconies are thirty (30") inches or more above grade and are open to one (1) or more sides except for a railing or parapet not more than forty-two (42") inches high. An exterior corridor is not a balcony.

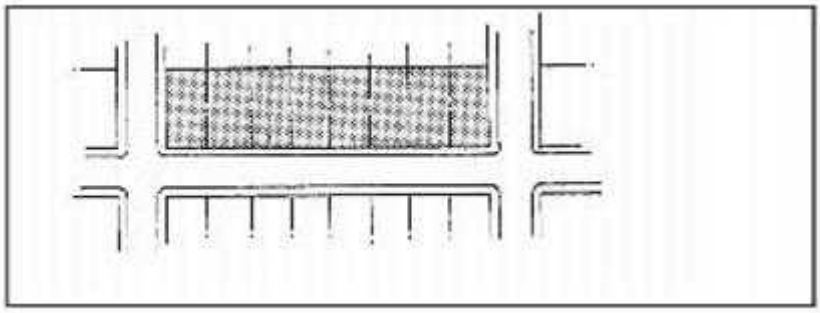
“Bar” shall mean any premises wherein alcoholic beverages are sold at retail for consumption on the premises and where minors are excluded therefrom by law. A bar shall include any premises wherein food products, including salads, sandwiches, desserts, and similar short order items and snacks, are sold or served incidentally to the sale or service of alcoholic beverages. It shall not mean a bona fide “restaurant” wherein alcoholic beverages are sold incidentally to the public in conjunction with the sale of food for consumption on the premises.

“Basement” shall mean that portion of a building that is partly or completely below grade. A basement shall be counted as a story for purposes of height measurement where any portion of a basement has more than one-half (1/2) of its height above grade.

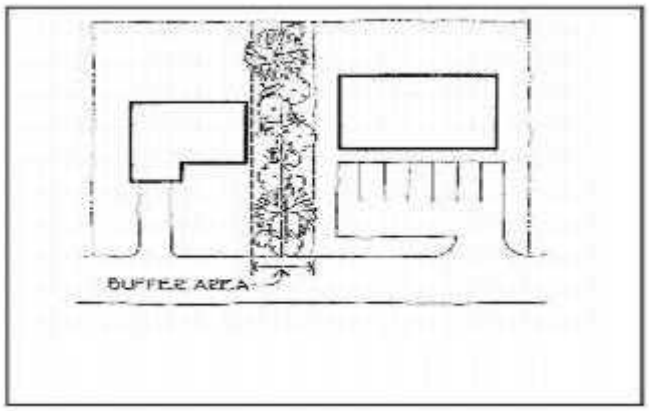
“Berm” shall mean a mound or embankment of earth.

“Block” shall mean a section of land surrounded by public streets, highways, freeways, railroad rights-of-way, flood control channels, creeks, washes, rivers or unsubdivided acreage or any combination thereof.

“Block face” shall mean the properties abutting on one (1) side of a street and lying between the two (2) nearest intersecting streets, or nearest intersecting or intercepting street and railroad right-of-way, unsubdivided land or City boundary.



“Buffer area” shall mean a landscaped area intended to separate and partially obstruct the view of two (2) adjacent land uses or properties from one another.



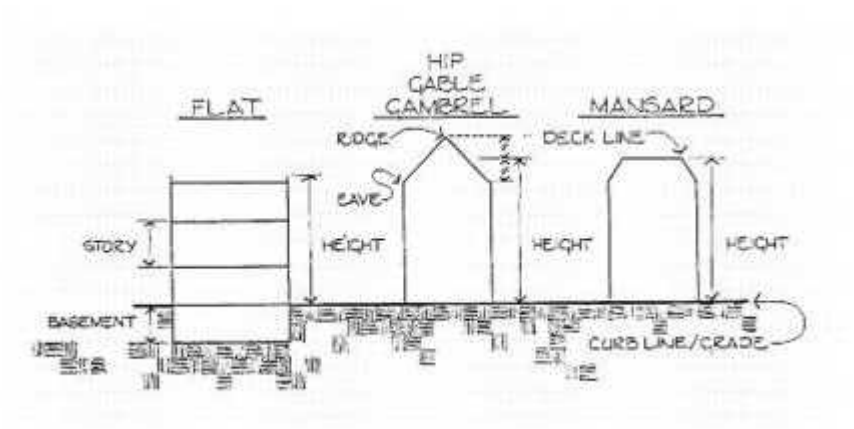
“Building” shall mean any structure used or intended for supporting or sheltering any use.

Building, accessory. See “Accessory building.”

“Building and Safety Division” shall mean that agency or department designated by the City to process building permits and the related plan check/inspection services.

Building coverage. See “Lot coverage.”

“Building height” shall mean the vertical distance from the finished grade to the highest point of the building as measured to the rooftop for flat roofs; to the deck line for mansard roofs; and to the top ridge line for gable, hip, and gambrel roofs, exclusive of chimneys and ventilators.



“Building materials & services” shall mean a commercial use that provides materials, such as concrete, lumber, stone, sand, clay, insulation, plumbing and the like, which are used for construction purposes.

“Building, principal” shall mean a building in which the primary use of the lot on which the building is located is conducted.

“Cargo container” shall mean a pre-manufactured metal shipping container or standardized, reusable vessel, designed without axle or wheels, that was originally designed and fabricated for, or used in, the packing, shipping, movement or transport of freight, articles, goods, or commodities from one location to another and that is delivered to a site as a fully assembled unit. The term "cargo container" shall not include a storage shed that is assembled at the site or a trailer with wheels used in the transport of freight. This term shall only apply to those containers that are accessory to the primary use of the property for the storage of directly related nonflammable, noncombustible, nonhazardous materials and supplies. If the container is proposed to be stored on the site for resale or rental, or to be used as a building material in the construction of a building or structure, the district regulations applicable to those uses shall apply.

“Catering services” shall mean a business establishment cooking and delivering food to an outside location such as a hotel, banquets, weddings, conventions and the like. This does not include mobile food vendors.

“Clubs and lodges” shall mean meeting, recreational, or social facilities of a private or nonprofit organization primarily for use by members or guests. This classification includes union halls, social clubs and youth centers.

“Commercial recreation and entertainment” shall include theaters, sports stadiums and arenas, amusement parks, bowling alleys, billiard parlors, ice/roller skating rinks, miniature golf courses, golf driving ranges, model courses, shooting galleries, pinball arcades or electronic game centers having two (2) or more coin-operated game machines, card rooms, and facilities used exclusively for bingo games. Commercial recreation and entertainment does not include adult entertainment facilities.

“Commissary” shall mean a food facility that services mobile food facilities, mobile support units, or vending machines where all of the following occur: (a) food, containers, or supplies are stored; (b) food is prepared or prepackaged for sale or service at other locations; (c) utensils are cleaned; (d) liquid and solid wastes are disposed, or potable water is obtained, pursuant to California Health and Safety Code Section 113751.

“Community garden” shall mean a site where any kind of plant, except marijuana, is grown, and several individuals or households cultivate the site. Community gardens typically provide a service to gardeners that do not live in the immediate neighborhood resulting in the generation of vehicular traffic that is not normally associated with residential uses. The site may be divided into individual allotments, or gardeners may work together to cultivate the entire property. The land may be publicly or privately owned. The plants are grown for personal use by the gardeners, or for donation. No on-site sales or distribution to the public are permitted.

“Conditional use” shall mean uses which may be allowed subject to specific findings, conditions and approval of a conditional use permit by the Planning Commission.

“Condominium” shall mean a development consisting of an undivided interest in common for a portion of a parcel coupled with a separate interest in airspace in a residential building on a parcel.

“Condominium, commercial” shall mean individually owned unit in a building or development with commercial occupants. Each unit may be financed or sold separately by the owner, but the care and expense of maintaining common areas are shared.

“Construction, commencement of” shall mean construction shall be determined to start when all of the following have been completed by the developer:

(a) Filing of full sets of building plans with the Building Inspector and issuance of a building permit including electrical, plumbing, and mechanical permits.

(b) Performance of all conditions of approval specifying “prior to the issuance of a building permit” as found in any applicable approval statements and/or resolutions adopted by the City Council, Planning Commission, or Development Services Director.

(c) Payment of all required fees, including building permit fees, and the posting and acceptance of all public improvement securities, if applicable.

(d) Compliance with environmental review procedures of the City.

“Construction, completion of” shall mean construction shall be complete when the final required building inspection has been completed and/or a “certificate of occupancy” (as defined by the California Building Code) is issued by the Building Inspector.

“Convalescent hospital” shall mean a facility providing long-term nursing, dietary and other medical services to convalescents or invalids but not providing surgery or primary treatment such as are customarily provided in a hospital. “Convalescent hospital” includes nursing home and rest home, but does not include general or specialized hospital or residential care facility.

“Convenience gas mart” shall mean a retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same. Activities may include the sale and/or dispensing of gasoline and other petroleum products.

“Conversion” shall mean changing the original purpose of a building to a different use.

“Crop production” shall mean the growing of fruit and nut trees, vine crops, and horticultural stock for production of food or fiber for human consumption, excluding marijuana, and shall not include the on-site sale or public distribution of such goods. Agricultural operations shall be conducted under the direction of the property owner. The vehicular traffic associated with crop production shall not exceed levels normally associated with residential uses.

“Cultural institutions” shall mean institutions displaying, preserving or demonstrating intellectual and artistic objects or activities. This classification generally includes libraries, museums, and art galleries where displayed objects are not intended for sale.

“Dance studio” shall mean an indoor facility where students are taught various forms of dance.

“Day care center” shall mean any child day care facility, as defined in Section 1596.76 of the California Health and Safety Code, other than a family day care home, and includes infant centers, preschools, extended day care facilities, and school-age child care centers.

(a) **“Child day care facility”** shall mean a facility, as defined in Section 1596.750 of the California Health and Safety Code, that provides nonmedical care to children under eighteen (18) years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. “Child day care facility” includes day care centers, employer-sponsored child care centers, and family day care homes.

(b) **“Large family day care”** shall mean a home, as defined in Section 1596.78(b) of the California Health and Safety Code, that provides family day care for seven (7) to fourteen (14) children for periods of less than twenty-four (24) hours per day, inclusive, including children under the age of ten (10) years who reside at the home, as set forth in Section 1597.465 of the California Health and Safety Code and as defined in State regulations.

(c) **“Small family day care”** shall mean a home, as defined in Section 1596.78(c) of the California Health and Safety Code, that provides family day care for eight (8) or fewer children for periods of less than twenty-four (24) hours per day, including children under the age of ten (10) years who reside at the home as set forth in Section 1597.44 of the California Health and Safety Code and as defined in State regulations.

“Deck” shall mean a platform less than thirty (30") inches above the grade, either freestanding or attached to a building.

“Density” shall mean the ratio between dwelling units and land, expressed as the number of dwelling units per gross acre, or as square feet of land required per dwelling unit.

“Density bonus” shall mean an increase of dwelling units over the otherwise maximum allowable residential density.

“Density, gross” shall mean the number of dwelling units per acre of developable residential land including public and private streets, but excluding greenways and easements for drainage or power transmission lines.

“Density, net” shall mean the number of dwelling units per acre of developable residential land exclusive of public and private streets, greenways, drainage, power-transmission line easements, or other public and/or semipublic uses.

“Development” shall mean:

(a) The division of a parcel of land into two (2) or more parcels;

(b) The construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure, including any facility of any private, public, or municipal utility;

(c) Any mining, excavation, landfill, or land disturbance;

(d) Any use or extension of the use of land;

(e) Any subdivision pursuant to the Subdivision Map Act; and

(f) Any other division of land, including lot splits, except where the land division is brought about in connection with the purchase of the land by a public agency for public recreational use.

“Development agreement” shall mean an agreement entered into between the City of Turlock and a contracting party which relates to a specific real property, subject to the terms of the agreement, pursuant to the provisions of this chapter and Article 2.5, Chapter 4, Division 1 of Title 7 of the California Government Code.

“Development Services Director” shall mean the Director of the Development Services Department of the City of Turlock, or designee. “Development Services Director” shall also include the term “Director.”

“Director” shall mean the City of Turlock Development Services Department Director or designee.

“Discount club” shall mean a discount store or warehouse where shoppers pay a membership fee in order to take advantage of discounted prices on a wide variety of items such as food, clothing, tires, and appliances; many items are sold in large quantities or bulk.

“Discount store” shall mean stores with off-street parking that usually offer a variety of customer services, centralized cashing, and a wide range of products. They usually maintain

long store hours seven (7) days a week. The stores are often the only ones on the site, but they can also be found in mutual operation with a related or unrelated garden center or service station. Discount stores are also sometimes found as separate parcels within a retail complex with their own dedicated parking.

“Discount superstore” shall mean a store that is similar to a “discount store” described above, with the exception that they also contain a full service grocery department under the same roof that shares entrances and exits with the discount store area. Such retail stores exceed one hundred thousand (100,000) square feet of gross floor area and devote at least five (5%) percent of the total sales floor area to the sale of nontaxable merchandise. “Sales floor area” means only interior building space devoted to the sale of merchandise, and does not include restrooms, office space, storage space, automobile service areas, or open-air garden sales space. “Nontaxable merchandise” means products, commodities, or items the sale of which is not subject to California State sales tax. These stores usually offer a variety of customer services, centralized cashing, and a wide range of products. They usually maintain long store hours seven (7) days a week. The stores are often the only ones on the site, but they can also be found in mutual operation with a related or unrelated garden center or service station. Discount superstores are also sometimes found as separate parcels within a retail complex with their own dedicated parking.

“Distance between structures” shall mean the minimum distance measured between two (2) structures.

“Drive-in facility” shall mean any place or premises designed or used for the sale, dispensing or serving of food, refreshments, money, gasoline, or other goods and services to customers while sitting in their vehicles. Vehicles are parked in individual parking stalls while awaiting service.

“Drive-through facility” shall mean any place or premise designed or used for the sale, dispensing or serving of food, pharmaceuticals, and other goods and services to customers while sitting in their vehicles at a drive-up window. Vehicles typically queue in a drive-through lane while awaiting service at a drive-up window.

“Driveway” shall mean a private roadway for the exclusive use of the occupants of a property and their guests which provides vehicular access from a public street to required off-street parking spaces, garages, or recreational vehicle storage.

Dwelling.

(a) **“Multi-family”** shall mean a residential building containing two (2) or more dwelling units on one (1) lot. Multifamily dwellings shall include dwellings that are constructed for the purposes of providing supportive and transitional housing.

(b) **“Second”** shall mean an additional dwelling unit located on a lot zoned for single- or multi-family residential uses having sleeping, kitchen and sanitation facilities and being attached to or detached from an existing single-family dwelling located on the same lot. The definition of a “kitchen” is described in this section. (See also TMC 9-2-119, Second dwelling units.)

(c) “**Single-family”** shall mean a residential building containing one (1) dwelling unit on one (1) lot. All rooms within the single-family attached dwelling shall be interconnected. “Single-family

dwelling" shall include a dwelling that is constructed for the purposes of providing supportive and transitional housing.

"Dwelling unit" shall mean one (1) or more rooms, including bathroom(s) and a kitchen, designed for or used by one (1) family for living or sleeping purposes. The defining feature of a "kitchen" is the presence of a major cooking appliance such as a cook top and/or oven intended for the preparation of food for one (1) family. Other features typically found in a kitchen are a sink and counter space large enough for food preparation and cleaning, refrigeration facilities, and storage area.

"Easement" shall mean a grant of one (1) or more property rights by the property owner for use by the public, a corporation or another person or entity.

"Emergency services provider" shall mean a public or private agency which provides fire, ambulance, police or similar emergency services for the protection of life or property.

"Emergency shelter" shall mean housing with minimal supportive services for homeless persons that is limited to occupancy of six (6) months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Employee housing" shall be as defined in Section 17008 of the California Health and Safety Code and shall include farm worker housing. In nonagricultural residential zones, accommodations for six (6) or fewer employees shall be deemed a single-family structure pursuant to Section 17021.5 of the California Health and Safety Code. In agricultural zones, accommodations of no more than thirty-six (36) beds in a group quarters or twelve (12) units or spaces designed for use by a single family or households shall be deemed a permitted agricultural land use pursuant to Section 17021.6 of the California Health and Safety Code.

"Entertainment, live" shall mean a musical, theater, dance, cabaret, or comedy act performed by one (1) or more persons. Any form of dancing by patrons or guests at a restaurant or bar is live entertainment.

"Equipment sales, services and rentals" shall mean sales, services and rental of construction or agricultural equipment.

"Family" shall be defined by the maximum number of individuals permitted in a given residential space per the standards of the Uniform Housing Code and/or the California Building Code as applicable.

"Fence" shall mean an artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

"Financial services" shall mean walk-in and drive-through banking facilities that conduct financial transactions for walk-in customers as well as motorists conducting transactions from their vehicle. Banking facilities may or may not have drive-up lanes with or without automatic teller machines (ATMs).

"Floor area, gross" shall mean the total enclosed floor area of all stories of a building, measured to the outside structural members and exterior walls, including halls, stairways, basements, service and mechanical equipment rooms, mezzanines, interior balconies, attached garages, and other similar spaces.

“Floor area, net” shall mean the total enclosed floor area of all stories of a building, excluding corridors, hall, stairways, mezzanines, interior balconies, elevators, restrooms, closets, vaults, garages, and other similar space used by all occupants of a building rather than by an individual occupant.

“Floor area ratio (FAR)” shall mean the area resulting from dividing the gross floor area of all buildings on one (1) lot by the gross land area of that lot.

“Food and beverage sales” shall mean the retail sales of food and beverages for off-site preparation and consumption. Typical uses include grocery stores, liquor stores and delicatessens. Establishments at which twenty (20%) percent or more of the transactions are sales of prepared food for on-site or take-out consumption shall be classified as catering services or restaurants.

“Friable” shall mean the addition of soil amendments and returning the soil to an easily crumbled or loosely compacted condition whereby the root structure of newly planted landscaping material will be allowed to spread unimpeded.

“Frontage” shall mean the property line, or lines, of a building site which abut a local street. (See also “Lot line, front.”)

“Garage” shall mean an accessory building, or portion of a building, used for the parking or temporary storage of automobiles or motorcycles for the occupants of the premises. A garage (except an off-street parking structure) shall be enclosed on all sides and possess a fully closing door at the point of vehicular access.

“General Plan” shall mean the Turlock General Plan and all elements thereof.

“Grade” shall mean the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five (5’) feet of a sidewalk, the ground level shall be measured at the sidewalk. For fences, the grade shall be determined by the finished ground level of the primary building(s) on the property and may be the higher of the two adjoining properties.

“Group quarters” shall mean shared living quarters without separate kitchen or bathroom facilities for each room or unit. This classification includes boardinghouses, dormitories, fraternities, sororities, employee housing, and private residential clubs. Group quarters are not the same as group homes.

(a) **“Large”** shall mean the provision of shared living quarters for seven (7) to twelve (12) people.

(b) **“Small”** shall mean the provision of shared living quarters for six (6) or less people.

“Guest house” shall mean living quarters within an accessory building on a residential lot for use by temporary guests of the occupants of the premises. It shall have no kitchen or cooking facilities and shall not be rented or otherwise used as a separate independent dwelling.

“Health/recreation facility” shall mean an indoor facility including such uses as a gymnasium, game courts, exercise equipment and classes, locker rooms, pool, jacuzzi and/or spa, and pro

shop. Exercise / fitness studios such as yoga studios, pilates studios, martial arts studios and the like are also included.

“Home occupation” shall mean any occupation, profession, activity, or use conducted entirely within a dwelling, accessory building or swimming pool, and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the dwelling for residential purposes, and does not change the character thereof or adversely affect the uses permitted in the residential zone district of which it is part.

“Hospital” shall mean an institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and includes related facilities such as laboratories, out-patient surgical centers and departments, training facilities, central services facilities, and administrative offices that are an integral part of the hospital facility.

“Hotel” shall mean a commercial land use providing shelter on a short-term basis in a building or portion thereof in which access is provided through a common entrance, lobby or hallway and which contains six (6) or more guest rooms.

“Housing for the elderly” shall mean a building or group of buildings containing dwellings where the occupancy of the dwellings is restricted to persons sixty (60) years of age or older or couples where either the husband or wife is sixty (60) years of age or older. This does not include a development that contains convalescent or nursing facilities.

Industry.

(a) **General.** The manufacturing of products, primarily from extracted or raw materials, or bulk storage and handling of such products and materials. Uses in this classification typically involve a high incidence of truck or rail traffic, and/or outdoor storage of products, materials, equipment, or bulk fuel. This classification includes food processing and packaging, unlimited laundries, auto dismantling, stonework and concrete products manufacturing and power generation. General industry does not include the term “chemical manufacturing/processing.”

(b) **Limited.** Manufacturing of finished parts or products from previously prepared materials, warehousing, distribution, wholesaling, shipping and cooling within an enclosed building. This classification includes processing, fabrication, assembly, treatment, and packaging, but excludes basic industrial processing from raw materials or food processing.

“Itinerant vendor” shall mean any person who has no established place of business within the boundaries of the City of Turlock and who is engaged in transient business traveling from place to place for the purpose of selling any goods, wares, merchandise or services or for the purpose of taking orders for the sale of any goods, wares, merchandise or services to be delivered or performed at some future time and date. See TMC 5-17-02, itinerant vendors, for further reference.

“Junk yard” or “salvage yard” shall mean a site or portion of a site on which waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, excepting a “vehicle dismantling and wrecking establishment” as defined in this section.

“Kennel” shall mean a place where four (4) or more dogs of five (5) months of age or older, or four (4) or more cats of four (4) months of age or older, are kept.

“Landscaping” shall mean an area devoted to, or developed and maintained with, native or exotic plantings, lawn, ground cover, gardens, trees, shrubs, and other plant materials, decorative treatments such as outdoor landscape surfaces of rock, stone, brick, block, or similar decorative material (excluding driveways, parking, loading or storage areas), and sculpture elements. Plants on rooftops, porches, or in boxes attached to buildings are not considered landscaping.

Laundries.

(a) **“Limited”** shall mean an establishment to dry clean and/or wash and dry clothes and other fabrics brought in and carried away by the customer. This may include self-service or coin-operated facilities.

(b) **“Unlimited”** shall mean an establishment where larger quantities of clothes and other fabrics are washed and/or ironed but are collected and delivered primarily by laundry employees, including dry cleaning establishments. Unlimited laundry does not include the term “limited laundry.”

“Livestock” shall mean animals customarily raised or kept on farms to include horses, cows, bulls, calves, oxen, sheep, goats, and other bovine or hoofed animals including pigs, hogs, and swine.

“Loading space” shall mean a designated parking area for the loading and unloading of goods and materials from a commercial vehicle. See Article 2 of Chapter 9-2 TMC, Off-Street Parking and Loading Regulations, for further reference.

“Lot” shall mean a parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed or built upon. See diagram below. The classification of lots are:

(a) **“Corner”** shall mean a lot located at the intersection of two (2) or more streets.

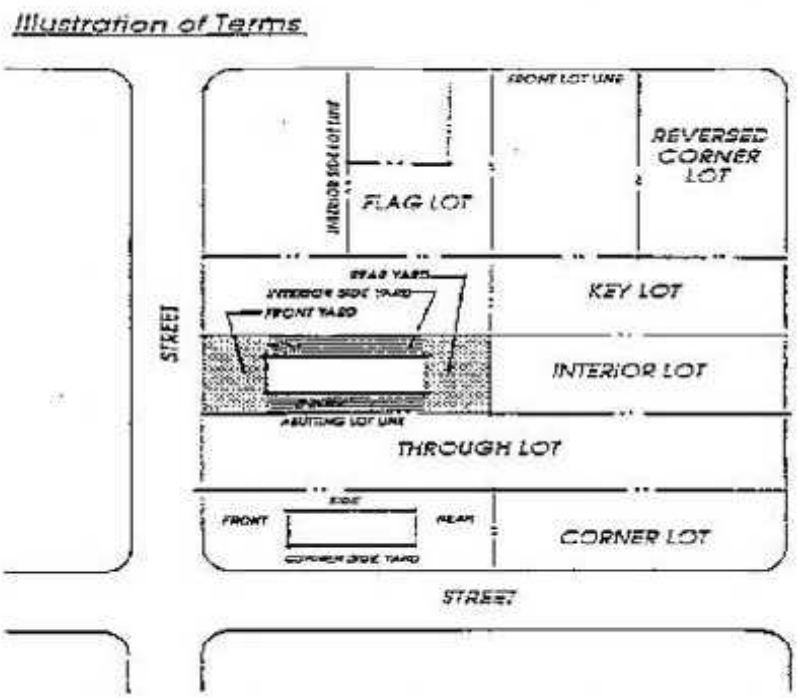
(b) **“Flag”** shall mean a lot having access or an easement to a public or private street by a narrow, private right-of-way.

(c) **“Interior”** shall mean a lot abutting only one (1) street.

(d) **“Key”** shall mean a lot with a side line that abuts the rear line of any one (1) or more adjoining lots.

(e) **“Reverse corner”** shall mean a corner lot, the rear of which abuts the side of another.

(f) **"Through"** shall mean a lot having frontage on two (2) generally parallel streets, with only one (1) primary access.



"Lot area" shall mean the horizontal area within the lot lines of a lot.

"Lot coverage" shall mean that portion of a lot occupied by any building or structure, excepting uncovered paved areas, walks, and swimming pools or spas.

"Lot depth" shall mean the horizontal distance from the midpoint of the front lot line to the midpoint of the rear lot line, or to the most distant point on any other lot line where there is no rear lot line.

"Lot frontage" shall mean the portion of the lot contiguous to the street.

"Lot line" shall mean a line dividing one (1) lot from another lot or from a street or alley. The classifications of lot lines are:

(a) **"Front"** shall mean, on an interior lot, the lot line separating the parcel from the street. On a through lot, both lot lines abutting a street frontage providing the primary access to the lot are considered front lot lines. On a through lot that is also a corner lot, the property owner may designate the corner lot line. On a flag lot, the interior lot line most parallel to and nearest the street from which access is obtained. On a corner lot, the owner may designate on which street the lot fronts so long as the minimum property development standards are met for the zone district in which the lot is located. If such designation is made, then that line is the street line separating the designated street from the lot. If no such designation is made, the line is the street line separating the narrowest street frontage of the lot from the street. Once the choice of

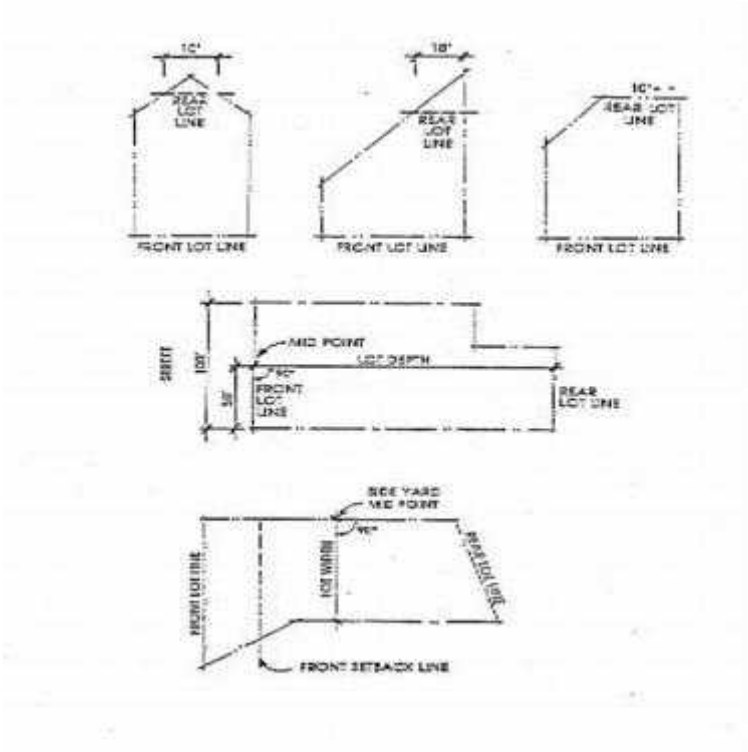
frontage has been made, it cannot be changed, unless and until all requirements for yard space are complied with.

(b) **“Interior”** shall mean any lot line not abutting a street.

(c) **“Rear”** shall mean the lot line not intersecting a front lot line that is most distant from and most closely parallel to the front lot line. A lot bounded by only three (3) lot lines will not have a rear lot line.

(d) **“Side”** shall mean any lot line not a front or rear lot line.

(e) **“Zero”** shall mean the location of a building on a lot in such a manner that one (1) or more of the building’s sides rests directly upon a lot line.



“Lot width” shall mean the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear property lines.

Maintenance and repair service.

(a) **“Major”** shall mean facilities providing equipment maintenance and repair services and material storage areas. This classification includes corporation yards, equipment service centers, and the like, and excludes maintenance and repair of vehicles.

(b) **“Minor”** shall mean establishments providing appliance repair, office machine repair, or building maintenance services. This classification excludes maintenance and repair of vehicles and outside storage.

“Manufactured housing” shall mean single-family detached housing that is built to the National Manufactured Housing Construction and Safety Standards Act of 1974, and shall include structures known as manufactured homes, but which is not constructed with a permanent hitch for relocation. A manufactured home shall not be deemed to include a mobile home as defined in this section. (See also “Mobile home.”)

“Mini-storage/warehouse facilities” shall mean a building or group of buildings in a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the unused storage of goods or wares and may include outdoor storage.

“Mixed use” shall mean a building, structure or premises occupied by or used by two (2) or more principal types of use, any of which is permitted in a district independent of other uses.

“Mobile food facility” shall mean any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail pursuant to California Health and Safety Code Section 113831 that is permitted pursuant to TMC9-2-124. “Mobile food facility” does not include the following: (a) a “street vendor” as defined in Chapter 5-17 TMC; (b) an “itinerant vendor” as defined in Chapter 5-17 TMC unless the vendor remains on private property for a period of thirty (30) minutes or more during any twenty-four (24) hour period; or (c) a “transporter” used to transport packaged food from a food facility, or other approved source to the consumer.

“Mobile home” shall mean a transportable, factory-built structure, built upon a chassis for future movement and built prior to the Manufactured Housing Construction and Safety Standards Act of 1974. The structure must be designed for use as a residential dwelling, with or without a permanent foundation, when connected to the required utilities, and intended for occupancy by one (1) family. A transportable travel trailer less than thirty-two (32’) feet in length and less than eight (8’) feet in width shall not normally be considered a mobile home. (See also “Manufactured housing.”)

“Mobile home development” shall mean an area or tract of land where one (1) or more spaces for the occupancy by a mobile home are provided. “Mobile home park” does not include recreational vehicle park.

“Motel” shall mean a commercial land use providing shelter, on a short-term basis, in one (1) or more buildings on the same lot. The buildings contain guest rooms or dwelling units or both, which are usually individually and independently accessible from outside the building. “Motel” includes motor lodge, tourist court, motor hotel or any other designation intended to identify the premises as providing for rental or overnight accommodation primarily to motorists.

“Museum” shall mean a building, place, or institution devoted to the acquisition, conservation, study, exhibition and educational interpretation of objects having scientific, historical, or artistic value.

“Neighborhood store” shall mean a local retail establishment selling food products and household items which may be located in a residential neighborhood and does not exceed two thousand five hundred (2,500) square feet.

“Nonconforming, illegal” shall mean a structure, lot, or use which did not conform to applicable laws when constructed or initiated, and does not conform to the provisions of this development Code.

“Nonconforming lot” shall mean a lot that does not meet the area, width or depth standards for the district in which the lot is located which lawfully existed prior to the adoption, revision, or amendment of this Code, but which fails by reason of such adoption, revision, or amendment to conform to the use district in which it is located.

“Nonconforming structure” shall mean any building or structure that does not meet the limitations on building size, height, and location on a lot, for the district in which such building is located, for the use to which such building is being put. (See also Article 4 of Chapter 9-2 TMC, nonconforming structures and uses.)

“Nonconforming use” shall mean a lawful use of land that does not comply with the use regulations for its zoning district but which complied with applicable regulations at the time the use was established.

“Nuisance” shall mean anything that interferes with the use or enjoyment of property, endangers personal health or safety or is offensive to the senses.

“Nursery” shall mean an establishment in which all merchandise other than plants is kept within an enclosed building or a fully screened enclosure, and fertilizer of any type is stored and sold in package form only.

Office.

(a) **“Medical & dental”** shall mean a facility where physicians and staff provide diagnostic and outpatient care, but does not provide prolonged in-house medical and surgical care. The facility may include, lab facilities, supporting pharmacies, diagnostic and treatment rooms.

(b) **“Business & professional”** shall mean a place of business where professional and clerical activities are performed. The building may contain a single tenant or multiple tenants.

“Open space, common” shall mean open space within or related to a development, not in individually owned lots or dedicated for public use, but which is designed and intended for the common use or enjoyment of the residents of the development.

“Open space, usable” shall mean any reasonably accessible portion of a lot, including decks, swimming pools, balconies, and the like, which is landscaped and/or developed for recreational use or outdoor activities. Usable open space shall not include parking areas, driveways, any part of an existing or future road or right-of-way, service areas, and slopes over ten (10%) percent, and shall not have any horizontal dimension less than ten (10’) feet, except decks or balconies, which shall have a minimum dimension of six (6’) feet to qualify as usable open space. Decks or paved walkways shall not be counted as usable open space where they are used principally as a passageway and entrance to a dwelling(s). Where decks are private in nature or are for the general use of tenants residing on the property and do not serve as a passageway, such decks may be counted as usable open space when otherwise conforming to the requirements of this title.

“Outdoor storage” shall mean the keeping, in an unroofed area, of any goods, junk, material, merchandise, or vehicles in the same place for more than twenty-four (24) hours.

“Overlay zone” shall mean a set of zoning requirements that is described in the text of the zoning regulations of this Code, is mapped and is imposed in addition to those requirements of the underlying district.

“Park and recreation facilities” shall mean noncommercial parks, playgrounds, recreation facilities, and open spaces.

“Parking, off-street facilities” shall mean a site or a portion of a site devoted to the off-street parking of motor vehicles, including parking spaces, aisles, access drives, and landscaped areas.

“Parking, off-street loading facilities” shall mean a site or a portion of a site, including loading berths, aisles, access drives, and landscaped areas, devoted to the loading or unloading of people or materials from motor vehicles or trailers.

“Permitted use” shall mean any use allowed in a land use zoning district and subject to the provisions applicable to that district.

“Personal services” shall mean a commercial land use providing recurrently needed services of a personal nature. Personal services generally include barber and beauty shops, tanning salons, seamstresses, tailors, shoe repair shops, dry cleaning (except bulk processing plants), photocopying, postal and mailing service shops, and self-service laundries.

“Plan line” shall mean official established right-of-way lines for future streets or for the extension or widening of existing streets within which the construction of structures is generally prohibited.

“Planned development” shall mean a type of development characterized by comprehensive planning for the project as a whole, clustering of structures to preserve usable open space and other natural features, and a mixture of housing types within prescribed densities.

“Planning Commission” shall mean the City of Turlock Planning Commission.

“Porch” shall mean a covered platform, usually having a separate roof, at an entrance to a dwelling, or an open or enclosed gallery or room, which is not heated or cooled, that is attached to the outside of the building.

“Preexisting” shall mean in existence prior to the effective date of the zoning regulations codified in this Code.

“Premises” shall mean a lot, parcel, tract or plot of land, together with the buildings and structures located thereon.

“Principal building” shall mean a building in which the primary use of the lot on which the building is located is conducted.

“Principal use” shall mean the primary or predominant use of any lot, building or structure.

Printing and publishing.

(a) **"Limited"** shall mean the preparation of camera-ready artwork and text, photocopying, printing and binding in a building not exceeding two thousand (2,000) square feet.

(b) **"Unlimited"** shall mean the preparation of camera-ready artwork and text, photocopying, printing and binding in a building exceeding two thousand (2,000) square feet.

"Project" shall mean any proposal for new or changed uses of land, or for new construction, alteration, or enlargement of any structure, that is subject to the provisions of this title.

Property line. See "Lot line."

"Public buildings and facilities" shall mean a class of uses generally open to the public and maintained and supported by public and nonprofit agencies or organizations and which are of a recreational, educational, religious or cultural nature.

"Rebuild" shall mean to undertake construction within and/or on an existing building which has a valid construction permit with a construction value greater than fifty (50%) percent of the replacement cost of the existing building being rebuilt. The permit value is valid for a twelve (12) month period beginning on the date of permit issuance.

"Recreational vehicle" shall mean a vehicular unit not exceeding forty (40') feet in overall length, eight (8') feet in width, or thirteen and one-half (13 1/2') feet in overall height, primarily designated as a temporary living quarters for recreational, camping, or travel use; it either has its own motive power or is designed to be mounted on or drawn by an automotive vehicle. The term "recreational vehicle" shall include motor homes, travel trailers, pick-up campers, camping trailers, converted trucks or buses, boats and boat trailers and all-terrain vehicles. See TMC 9-2-114, Permitted locations of mobile homes, recreational vehicles, and campers.

"Recycling center" shall mean a facility that is not a junkyard and in which recoverable resources, such as newspapers, plastic, glassware, and metal cans, are collected, stored, flattened, crushed, or bundled within a completely enclosed building for transfer to another facility for processing into raw materials or other recycled materials.

"Recycling collection center" shall mean an incidental use and operation that serves as a neighborhood drop-off and collection point for temporary storage of recoverable and recycled materials. No processing of such items would be carried out and the facility would generally be located in a shopping center parking lot or in other public/quasi-public areas, such as churches and schools.

"Recycling processing facility" shall mean a facility that is not a junkyard and in which recoverable resources, such as newspapers, magazines, books, cardboard, and other previously used paper products; plastic materials; glass; metal cans; and other similar products, are recycled, reprocessed, and treated to return such products to a condition in which they may again be used for production.

"Rental storage facility" shall mean a facility consisting of individual, compartmentalized stalls located entirely within an enclosed building or group of buildings with controlled access. Stalls are rented or leased for the storage of customers' goods, wares or archival files, and which may

include an on-site manager's quarters, but excludes any outside storage, warehousing storage or wholesale distribution.

"Research and development services" shall mean establishments primarily engaged in industrial or scientific research, including limited product testing.

Residential care facility.

(a) **"Large"** shall mean any family home, group care facility or similar facility providing twenty-four (24) hour nonmedical services, supervision or assistance for seven (7) or more people essential for sustaining the activities of daily living or for the protection of the individual. "Large residential care facility" includes shelters, board and care facilities, halfway houses, and like uses, but does not include any facility not specifically preempted from the State of California Welfare and Institutions Code and the State of California Health and Safety Code.

(b) **"Small"** shall mean any family home, group care facility or similar facility providing twenty-four (24) hour nonmedical services, supervision or assistance for six (6) or fewer people essential for sustaining the activities of daily living or for the protection of the individual. "Small residential care facility" includes any facility not specifically preempted from the State of California Welfare and Institutions Code and the State of California Health and Safety Code.

"Restaurant" shall mean a business establishment whose principal business is the selling of meals to guests for consumption on the premises and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods. The food is served in individual servings and the guest generally consumes these foods while seated at tables or counters located within the building or a specially designed outdoor dining area.

"Restaurant, drive-in" shall mean a business establishment that delivers prepared food, frozen desserts, and/or beverages in a ready-to-consume state to customers while sitting in motor vehicles, regardless of whether or not it also serves prepared foods and/or beverages to customers who are not in motor vehicles, for consumption either on or off the premises. Vehicles are located in parking stalls in a drive-in facility.

"Restaurant, fast food" shall mean a business establishment whose principal business is the quick selling of foods, frozen desserts, or beverages in ready-to-consume individual servings for consumption either on or off premises. This facility offers quick service, which is accomplished through a limited menu of items already prepared and held for service, or which are prepared quickly. Orders are not generally taken at the customer's table, and food is generally served in disposable wrapping or containers. A fast food restaurant may or may not include a drive-through facility.

"Retail sales" shall mean the retail sales of merchandise not specifically listed under another use classification. This classification includes department stores, clothing stores, furniture stores, and businesses retailing goods such as the following: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies, electronic equipment, audio and video sales and rentals, sporting goods, kitchen utensils, hardware, appliances, antiques, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, new automotive parts and accessories (excluding service and installation), and the like. See also "Discount store" as defined by this section.

“Right-of-way” shall mean a strip of land occupied or intended to be occupied by a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees, or other special uses.

“Roadside stand” shall mean a temporary structure designed or used for the display or sale of produce grown or raised on the same premises that the structure is placed.

“Salvage and wrecking yards” shall mean the use of a lot, or contiguous lots, or any portion thereof, for the storage of junk, including scrap materials, and/or for the dismantling or wrecking of salvaged equipment including, but not limited to, building materials, heavy machinery, and vehicles.

“Satellite dish antenna” shall mean an apparatus designed to receive or transmit communications to and from a satellite.

“School” shall mean an institution of learning for minors, whether public or private, which offers instruction in those courses of study required by the California Education Code or which is maintained pursuant to standards set by the State Board of Education. This definition includes a nursery school, kindergarten, elementary school, junior high school, senior high school or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.

“Screening” shall mean the method by which a view of one (1) site from another adjacent site is shielded, concealed, or hidden. Screening techniques include fences, walls, hedges, berms, or other features.

“Secondhand store” shall mean any premises used for the sale or handling of used goods. “Secondhand store” includes establishments for the sale or trade of used clothing, furniture and appliances. “Secondhand store” does not include establishments selling used jewelry, old coins, stamps, or antiques.

“Setback” shall mean the minimum horizontal distance between the lot or property line and the nearest front, side, street side, or rear line of the building or structure (as the case may be), including balconies, terraces, or any covered building projection thereof, excluding steps.

“Shopping center” shall mean a grouping of retail businesses and service uses, located within a building or a group of buildings, oriented or arranged on one (1) or more parcels, sharing common parking and vehicle and pedestrian circulation amenities.

“Sign” shall mean a structure or device designed for the purpose of conveying information or attracting the attention of the public. See Article 5 of Chapter 9-2 TMC, Signs, for further reference.

“Site plan” shall mean a plan, to scale, showing all of the existing and proposed buildings and structures for a lot, and may require building elevations, floor plans, landscaping, and/or fencing details depending upon the nature of the proposed development.

“Specific plan” shall mean a plan consisting of text, maps, and other documents and exhibits regulating development within a defined area of the City, consistent with the General Plan and the provisions of Government Code Section 65450 et seq.

“Speculative building” shall mean a permanent structure for which the specified use or uses are not known at the time application is made for building construction permits.

“Stacking line” shall mean an area for temporary waiting of motor vehicles while obtaining a service or other activity.

“Story” shall mean that portion of a building included between the surface of any floor and the surface of the next floor above it, or if there be no floor above it, the space between such floor and the ceiling above it. A basement shall be counted as a story if its ceiling is over six (6’) feet above the average level of the finished grade adjoining the exterior walls of such story, or if it is used for business or dwelling purposes.

“Street” shall mean a public or private right-of-way, usually for vehicular travel, which provides a primary means of access to abutting property. The term shall include, but not be limited to, avenue, drive, circle, road, parkway, boulevard, highway, throughway, or any similar term.

“Structural alteration” shall mean any change in the supporting members of a building or structure such as bearing walls, columns, beams, girders, or rafters.

“Structure” shall mean anything constructed or erected which requires location on the ground, including, but not limited to, a building or a swimming pool, but not including fences or walls eighty-four (84") inches or less in height.

“Supportive housing” shall mean housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community, as defined in California Health and Safety Code 50675.14.

“Swimming pools, hot tubs, and spas” shall mean an accessory structure intended for swimming or recreational bathing that contains water over eighteen (18") inches deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.

“Temporary use” shall mean any use conducted on an intermittent or one-time basis for a specified period, not intended to become permanent. Such use shall not necessarily be listed as a permitted use in a zoning district in which it is located.

“Transfer station” shall mean a facility where waste and refuse materials are collected, unloaded, pumped, packaged, temporarily stored, and loaded for transfer to a landfill or processing facility designated to ultimately receive such materials.

“Transitional housing” shall mean buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six (6) months, as defined in California Health and Safety Code Section 50675.2.

“Truck terminal” shall mean a facility for the loading and/or unloading of fuel, food products, materials or freight merchandise on trucks. Truck terminals may include related fueling facilities, traffic routing offices, temporary truck storage areas,
restaurants, wash racks, minor repair facilities and related business offices and motels.

“Truck yard” shall mean a facility used exclusively for breaking down and assembling tractor-trailer transport vehicles, or for the parking of heavy vehicles for short periods of time. “Truck yard” does not include facilities for the loading and unloading of shipments to or from an individual business.

“Turlock General Plan” shall mean the long-range and comprehensive plan for orderly growth and development of Turlock, including text, maps and amendments, adopted by the Turlock City Council in accordance with the laws of the State of California. Also referred to as the “General Plan.”

“Use” shall mean the purpose for which land or a building is occupied, arranged, designed or intended, or for which either land or building is or may be occupied or maintained. “Use” also means the activity conducted on the land or in the building.

Utilities.

(a) **“Major”** shall mean generating plants, electrical substations, above-ground electrical transmission lines, switching buildings, refuse collection, processing, recycling or disposal facilities, water reservoirs, flood control or drainage facilities, water or wastewater treatment plants, transportation or communication facilities, and similar facilities of public agencies or public utilities. A structure that may have a significant effect on surrounding uses shall be regulated under this classification.

(b) **“Minor”** shall mean utility facilities that are necessary to support legally established uses and involve only minor structures such as electrical distribution lines and underground water and sewer lines.

“Variance” shall mean a permit which grants a property owner relief from development standards to the zoning regulations of this Code when, because of a particular physical or topographical condition of the property, compliance would result in undue hardship on the owner (as distinguished from a mere inconvenience or desire to make more money).

“Vehicle, abandoned” shall mean any dismantled or partially dismantled vehicle which requires major repairs to render it operable and which has remained within a public street in excess of seventy-two (72) hours.

“Vehicle, disassembled” shall mean a vehicle without hoods, doors, fenders, or body panels, headlights, trunk lid, tires, wheels, windows, engine or transmission when such items are normally part of a vehicle.

“Vehicle, dismantling and wrecking” shall mean a facility or business that involves the dismantling or wrecking of used motor vehicles or trailers, which may or may not include the sale of reclaimed parts.

“Vehicle, inoperable” shall mean any vehicle rendered inoperable or lacking valid registration.

“Vocational school” shall mean a commercial land use that involves the instruction to students of special skills, knowledge, or techniques that are generally related to furthering a specific vocation or professional occupation. Vocational schools would include trade schools, business schools, cosmetology schools, and schools for self-improvement.

“Warehouse, limited” shall mean a building primarily devoted to the storage of materials, but may also include office and maintenance areas, and not usually accessible to the general public and shall have a limited number of truck trips per day.

“Warehouse, wholesale distribution” shall mean a building or group of buildings used for storage and distribution of wholesale goods without direct public access.

“Xeriscape” shall mean landscaping design utilizing plants which flourish and are adapted for dry, hot climates.

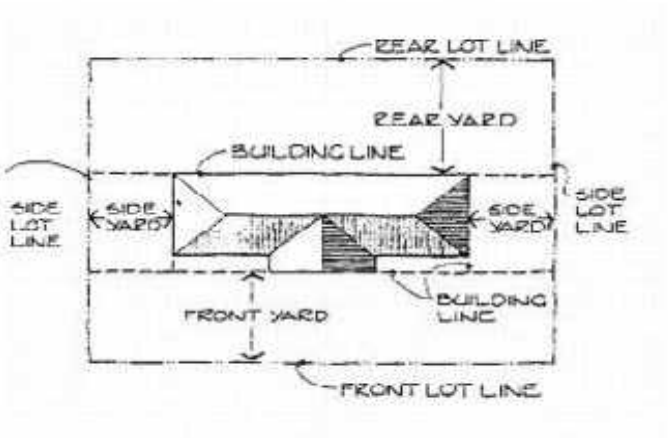
“Yard” shall mean an open space on the same site as a structure, unoccupied and unobstructed by structures or parking from the ground upward except as otherwise provided for in this title for landscaping and accessory structures, that includes a front yard, side yard, street side yard, or rear yard. The classifications of yards are:

(a) **“Front”** shall mean the area between the front lot line and the required front setback line extending across the entire width of the lot.

(b) **“Rear”** shall mean the area between the rear lot line and the principal building which extends across the full width of the lot and measured perpendicular to the building at its closest point to the rear lot line.

(c) **“Side”** shall mean the area between the front yard and the rear yard between the principal building and the side lot line, measured perpendicular from the side lot line to the closest point of the principal building.

(d) **“Street side”** shall mean a side yard on the street side of a corner lot which is not a front yard, measured perpendicular from the street side lot line to the closest point of the principal building. A corner lot abutting two (2) streets may not have more than one (1) street side yard.



“Zone” or **“zoning district”** shall mean a section of the City described in the text of the zoning regulations of this Code and delineated on the zoning maps of the City. The text sets forth the requirements for the use of the land as well as improvements and development standards.

Chapter 9-2
REGULATIONS APPLYING TO ALL DISTRICTS

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Article 1. Special Provisions Applying to All or Several Districts

9-2-101 Accessory buildings or structures.
Accessory buildings or structures include both those that are permanent and temporary. The purpose of the specific limitations as to the height, number or size of accessory buildings and structures contained within this section are intended to ensure adequate light, air, and privacy for residential properties and compatibility with permitted structures. Second dwelling units (as defined in TMC 9-1-202) are not defined as accessory buildings and structures.

(a) **Building permit required.** A building permit from the Turlock Building and Safety Division is required for all accessory buildings and structures that are 120 square feet in size or larger.

(b) **Accessory buildings and structures in Agricultural (A) and residential (R) districts.** Accessory buildings and structures may be erected upon lots in the A and R districts subject to the following conditions when the use thereof is clearly incidental and secondary to the primary use of the property:

(1) **Maximum height.** The height of an accessory building or structure may not exceed fifteen (15') feet in overall height measured from the existing or finished grade, whichever is lower, to the highest portion of the structure.

(2) **Lot coverage.** The combined maximum square footage of all detached accessory structures exceeding seven (7') in height shall not exceed 1,000 square feet.

(3) **Attached accessory buildings and structures.** When an accessory structure is not "detached" as defined in following subsection, it shall be considered an attached accessory building or structure. When the accessory building or structure is attached to the primary building on the property, it shall:

(i) be made structurally a part of the main building (see TMC 9-1-202 defining "attached
(ii) share compatible architecture, materials, and surface textures with the primary building; and

(iii) comply in all other respects with the development standards and requirements of this title applicable to the primary building.

(4) **Detached accessory buildings and structures.** An accessory building or structure is defined as "detached" when any portion of the accessory building or structure is located a minimum of six (6') feet from any dwelling unit or the main building on the same lot. When the accessory building or structure is detached from the primary dwelling or main building on the property, it shall comply with the following standards:

Yard setback measurement. Yard setbacks shall be measured from that portion of the building or structure that is closest to a property line.

(ii) **Accessory structures** greater than seven (7') feet in height, measured from the tallest point of the building or structure.

(aa) **Yard setbacks except Residential Estate (R-E) district.** The accessory building or structure shall be located a minimum of, except when located in the R-E district:

1. **Rear yard**: 5 feet from the property line
2. **Interior side yard:** 5 feet from the property line
3. **Corner side yard:** As required by the applicable zoning district.
4. **Front yard:** As required by the applicable zoning district.

(bb) **Yard setbacks in R-E district.** In the R-E district, the accessory building or structure shall be located a minimum of:

1. **Rear yard:** 10 feet from the property line
2. **Interior side yard:** 10 feet from the property line
3. **Corner side yard:** As required by the applicable zoning district.
4. **Front yard:** As required by the applicable zoning district.

(cc) **Design standards.** The accessory building or structure shall be constructed of compatible architecture, materials, and surface textures with the primary building.

(dd) **Rear yard exception for public alleys.** When a detached accessory structure taller than seven (7') feet abuts a twenty (20') foot public alley, the rear yard may be reduced to zero (0') feet for a length not to exceed one-third (⅓) of the width of the parcel.

(iii) **Accessory structures seven (7') feet in height or less, measured from the tallest point of the building or structure.** An accessory building or structure seven (7') feet in height or less shall not be subject to the setback and design standards contained in subsection (ii) above when:

(aa) located behind the front yard setback for the applicable zoning district; and

(bb) screened by a solid, visually impenetrable fence or wall at least seven (7') feet in height from all adjoining properties and the public right-of-way.

(iv) **Front yard exception for entry features.** Entry features, such as arbors, arches, trellises, or the like may be permitted in the front yard setback when:

(aa) The entry feature is not attached to the primary building; and

(bb) The entry feature is covering a walkway emphasizing the entry to the front door of a residence; and

(cc) The entry feature is not constructed of solid materials and shall not constitute a safety/visibility hazard to pedestrians or vehicles; and

(dd) The entry features do not exceed an overall height of eight (8') feet or a width of seven (7') feet; and

(ee) The total of all entry features does not cover more than twenty-five (25) square feet in area.

(5) **Swimming pools, hot tubs, and spas.** Swimming pools, hot tubs and spas may not be located within the front or corner side yards. Any swimming pool, hot tub or spas greater than seven (7') in height shall be subject to the requirements and conditions in subsection (4) above.

(6) **Exceptions to accessory building and structure requirements.**

(i) **Residential (R) districts.** In R districts, an exception to the requirements of this section may be permitted upon approval of a conditional use permit by the Planning Commission issued in accordance with TMC 9-5-600ART (Condition Use Permits and Variances).

(ii) **Agricultural (A) district.** In the A district, an exception to the requirements of this section may be permitted upon approval of a minor discretionary permit issued in accordance with TMC 9-5-300ART (Minor Administrative & Minor Discretionary Permits).

(c) **Nonresidential accessory structures in commercial, industrial, and P-S districts.** Accessory structures shall comply with all regulations applicable to the principal building or structure on a site. Off-site accessory uses shall be allowed only upon approval of a minor administrative approval.

(1) **Roof-mounted antennas**. Satellite dish antennas shall be located on the roof of a structure whenever possible, providing the dish is not visible from public roadways or can be adequately screened from view of public roadways.

(2) **Ground-mounted antennas**. If it is determined that installation of a satellite dish antenna is not feasible for location on a roof, a ground-mounted antenna shall be permitted when all of the following conditions are met:

(i) The antenna shall be located directly adjacent to the building.

(ii) The antenna shall be located in the rear or interior side yard areas; and

(iii) The antenna shall be screened from view from the front of the building and public roadways.

(3) **Location prohibited.** No satellite dish antennas shall occupy a required parking space or adversely impact any vehicle circulation.

(4) **Maximum height.** The maximum overall height for any satellite dish antenna shall be twenty (20') feet. The overall height shall be determined by measuring from ground or roof level immediately under the antenna to the highest point of the antenna or any appurtenance attached thereto.

(5) **Permit required.** A Minor Administrative Approval issued in accordance with TMC 9-5-300ART (Minor Administrative & Minor Discretionary Permits), shall be for all satellite dish antennas greater than three (3') feet in height in any C, I or PS district.

9-2-102 Adult entertainment facilities.

(a) **Purpose.** The purpose of this section is to regulate adult businesses which, unless closely regulated, may have serious secondary effects on the community. These secondary effects include, but are not limited to, the following: depreciation of property values, deterioration of neighborhoods, increases in vacancy rates in residential and commercial areas, increases in incidence of criminal activity, increases in litter, noise, and the interference with residential property owners enjoyment of their property in the vicinity of such businesses.

It is the Council's intent to prevent community-wide adverse impacts which can be brought about by the concentration of adult businesses in close proximity to each other or in proximity to incompatible uses such as schools, churches, parks, public facilities and buildings and residentially zoned uses. The Council finds that it has been demonstrated in various communities that the concentration of adult businesses causes adverse impacts described above and can cause businesses and residents to move elsewhere. It is, therefore, the further purpose of this section to establish reasonable and uniform regulations to prevent the concentration of adult businesses or their close proximity to incompatible uses, while permitting the location of adult businesses in certain areas.

(b) **Definitions.**

(1) **"Adult businesses"** shall include the following:

(i) Any business conducted for the entertainment of adults, engaged in the selling, renting, or displaying of publications depicting the specified anatomical areas or specified sexual activities described herein or other material of a sexually explicit nature. Included in the definition is any business, that as substantial or significant course of conduct, sells, offers for sale, rents, exhibits, shows or displays publications depicting the anatomical areas or specified sexual activities described herein or other material of a sexually explicit nature. Also included in this definition is any business selling, renting, or displaying sexually oriented devices intended for use in the specified sexual activities.

(ii) A particular business at a particular location that sells, offers for sale, rents, exhibits, shows or displays specified anatomical areas or specified sexual activities in the form of a book, magazine, newspaper, pamphlet, film video or any other form or medium, or sexually oriented devices intended for use in the specified sexual activities, which receives twenty-five (25%) percent or more of the gross revenue from, or devotes twenty-five (25%) percent or more of the stock on hand or twenty-five (25%) percent or more of the gross floor area to such activity, is presumed to be engaging in "substantial or significant" conduct with respect to such activity.

(iii) Any business wherein the selling of any food or beverage served by employees engaged in partial or total nudity or exposed specified anatomical areas.

(iv) Any business conducted for the entertainment of adults wherein an employee, patron or any other person engages in or are shown specified sexual activities or exhibit or engage in partial or total nudity or otherwise expose specified anatomical areas.

(v) Any business, which as a substantial or significant portion of its business, provides live, filmed or televised entertainment wherein specified anatomical areas of the human anatomy are exposed.

(2) **"Specified anatomical areas"** include any of the following, whether actual or simulated:

(i) Less than completely and opaquely covered: (1) human genitals or pubic region, (2) buttock, and (3) female breast below a point immediately above the top of the areola; or

(ii) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

(3) **"Specified sexual activities"** means and includes any of the following:

(i) The fondling or sexual touching of human genitals, pubic regions, buttocks, anus, or female breasts; or

(ii) Sex acts, normal or deviant, actual or simulated, including intercourse, oral copulation, or sodomy; or

(iii) Masturbation, actual or simulated; or

(iv) Excretory functions as part of, or in connection with, any of the activities set forth above.

(c) **Location and Site requirements.**

(1) Adult businesses shall not be located within five hundred (500') feet of the following whether or not located within the city:

(i) Any real property located in a residential, commercial or industrial district, including the Agricultural (A), Residential Estate (R-E), Low Density Residential (R-L), Medium Density Residential (R-M), High Density Residential (R-H), Community Office (C-O), Planned Development (PD), Community Commercial (C-C), Heavy Commercial/Light Industrial (C-H), zoning districts; and

(ii) Any public or private school; and

(iii) Any church, chapel, or other publicly recognized place of worship; and

(iv) Any park or building used by the public and owned by a public entity; and

(v) Any residence in any zoning district; and

(vi) Any parcel of land owned by a school district, church, chapel, or public entity.

(2) Adult businesses shall not be located within one thousand (1,000') feet of any other adult business.

(3) Adult businesses may be located in the I (Industrial) zoning district; and

(4) The distances specified in this section shall be measured in a straight line, without regard to intervening structures, or geological features from the nearest point of the property line in which the proposed adult business is to be established to the nearest property line of a use or zoning district listed above.

(d) **Development and performance standards.**

(1) The following development standards shall apply to all adult businesses:

(i) No adult business shall be located in any temporary or portable structure.

(ii) Trash dumpsters shall be enclosed by a screening enclosure so as not to be accessible to the public.

(iii) Off-street parking shall be as specified in Article 2 of this chapter.

(iv) The entire exterior grounds, including the parking lot and landscaped areas, shall be lighted in such a manner that all areas are clearly visible at all times.

(v) Any signage shall conform to the requirements of Article 5 of this chapter, and shall not contain sexually oriented photographs, silhouettes, or other pictorial representations.

(vi) All entrances to an adult business shall be clearly and legibly posted by a notice indicating that minors are prohibited from entering the premises.

(vii) No residential structure or any other nonconforming structure shall be converted for use as an adult business.

(viii) No residence, apartment, living quarters or mobile home shall be located on the parcel where an adult business is located.

(2) The following performance standards shall apply to all adult businesses:

(i) California Code of Regulations, Title 4, Article 22, Sections 143.2, 143.3 and 143.4 or its successors are hereby adopted and shall regulate the attire and conduct of employees and entertainers; including visual displays.

(ii) The adult business shall not conduct or sponsor any special events, promotions, festivals, concerts, or similar activities which would create a demand for parking spaces beyond the number of spaces required for the business.

(iii) The traffic generated by the adult business shall not overload the capacity of the surrounding street system and shall not create a hazard to public safety, as determined by the City of Turlock Police Department. .

(iv) No adult business shall be operated in any manner that permits the observation of any persons or material depicting, describing or related to “specified sexual activities” or “specified anatomical areas”, inside the premises, from any public way or from any location outside the building or area of such establishment. This provision shall apply to any display, decoration, sign, show window or other opening.

(v) No loudspeakers or sound equipment shall be used by an adult business for the amplification of sound to a level audible beyond the walls of the building in which the business is located.

(vi) All exterior areas of the adult business, including buildings, landscaping, and parking areas shall be kept free of trash and debris and maintained in a clean and orderly manner at all times.

(vii) Hours of operation shall be from 6:00 a.m. to 2:00 a.m.

(viii) Each adult business shall conform to all applicable laws and regulations, including obtaining a City business license.

(e) **Adult business permit; required**. No adult business shall commence operation until an application for a Minor Discretionary Permit (Adult Business Permit) is approved by the Development Services Director or designee following the procedures set out in the following sections, and those contained in Section 9-5-307 through Section 9-5-315, of the Turlock Municipal Code.

(f) **Adult business permit application: Contents.** An application for an adult business permit shall include the following:

(1) Name, permanent address and telephone number of applicant.

(2) The name, business address and telephone number for the applicant. If the applicant is a corporation, the name shall be exactly as set forth in its Articles of Incorporation, and the applicant shall show the name and residence address of each of the officers, directors, and each stockholder owning twenty-five (25%) percent or more of the stock of the corporation. If the applicant is a partnership, the application shall show the name and residence address of each of the members, including limited partners.

(3) Name(s) and address(es) of the property owner(s).

(4) Assessor's parcel number(s).

(5) Legal description of the property.

(6) A site development plan drawn at the scale specified by the Community Development Director, which includes the following information:

(i) Location of all existing buildings, structures, and improvements on the property;

(ii) Location of all proposed buildings, structures, and improvements on the property;

(iii) Existing and proposed streets and highways bordering and within the boundaries of the property;

(iv) Location of existing and proposed parking areas;

(v) Proposed landscaping;

(vi) North arrow;

(vii) Scale.

(7) Elevations and floor plans of proposed buildings or structures including any existing or proposed signs related to the adult business drawn to scale.

(8) A narrative description of the proposed use or development including:

(i) Description of the nature of the proposed use or development and an explanation of how the proposed business will satisfy the applicable requirements set forth in this chapter.

(9) A letter of consent signed and notarized from all property owners.

(10) A vicinity map showing specific land uses (houses, churches, public buildings, parcel lines, parcel sizes, etc.) for a 1,500 foot radius of the subject site.

(11) The fee prescribed by the City Council of the City of Turlock by ordinance or resolution for processing the application.

(g) **Adult business permit application: Review and approval.**

(1) Once an application has been accepted as complete, the Development Services Director shall take action within sixty (60) days.

(2) For purposes of application processing, any application for a permit pursuant to this chapter is considered to be a ministerial permit and, as such, is not subject to the time frames specified in Section 65950 et seq. of the California Government Code, or the California Environmental Quality Act.

(3) Once an application has been accepted as complete, the Development Services Director shall transmit the relevant parts of the permit application to all affected City departments and outside agencies for review, comments, and condition requirements.

(4) In considering an application for a permit pursuant to this section, the Development Services Director shall approve the permit only if it makes the following findings:

(i) The adult business is consistent with the location, requirements and development and performance standards contained in this chapter; and

(ii) The adult business is located in a zoning district which lists adult businesses as a permitted use; and

(iii) The zoning district classification for the property is consistent with the applicable General Plan or Specific Plan designation for the property; and

(iv) The adult business structure does not contain any apartments or other living quarters.

(5) A permittee shall not transfer ownership or control of an adult business permit to any other person or entity. All changes in ownership shall require a new permit application and approval.

(6) Permit issuance or non-issuance of application may be appealed pursuant to Title 1, Chapter 4, of the Turlock Municipal Code.

(7) Approval of the Minor Discretionary Permit (Adult Business Permit) does not relieve the permittee from the requirement to obtain any other permits, or approvals, necessary to insure operation of the use in conformance with the requirements of the Turlock Municipal Code.

(h) **Adult business permit; transfer.**

(1) A permittee shall not operate an adult business under the authority of an adult business permit at any place other than the address of the adult business stated in the application for the permit.

(2) A permittee shall not transfer ownership or control of an adult business or transfer an adult business permit to another person unless and until the transferee obtains an amendment to the permit from the Development Services Director, stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the Development Services Director, , in accordance with the requirements of this section, accompanies the application with a transfer fee in an amount set by resolution of the City Council, and the Development Services Director determines that the transferee would be entitled to the issuance of an original permit.

(3) No permit may be transferred when the Development Services Director has notified the permittee that the permit has been or may be suspended or revoked.

(4) Any attempt to transfer a permit either directly or indirectly in violation of this section is hereby declared void, and the permit shall be deemed revoked.

(i) **Suspension or revocation of adult business permits.** An adult business permit may be suspended or revoked in accordance with the procedures and standards of this section.

(1) On determining that grounds for permit revocation exist, the Police Chief shall furnish written notice of the proposed suspension or revocation to the permittee. Such notice shall set forth the time and place of a hearing, and the ground or grounds upon which the hearing is based, the pertinent Code sections, and a brief statement of the factual matters in support thereof. The notice shall be mailed, postage prepaid, addressed to the last known address of the permittee, or shall be delivered to the permittee personally, at least ten (10) days prior to the hearing date. Hearings shall be conducted in accordance with procedures established by the Police Chief, but at a minimum shall include the following:

(i) All parties involved shall have a right to offer testimonial, documentary, and tangible evidence bearing on the issues; may be represented by counsel; and shall have the right to confront and cross-examine witnesses. Any relevant evidence may be admitted that is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Any hearing under this section may be continued for a reasonable time for the convenience of a party or a witness.

(2) A permittee may be subject to suspension or revocation of the permit, or be subject to other appropriate disciplinary action, for any of the following causes arising from the acts or omissions of the permittee, or an employee, agent, partner, director, stockholder, or manager of an adult business:

(i) If the building, structure, equipment, or location used by the adult business fails to comply with all applicable building, fire, electrical, plumbing, health, and zoning requirements of the Turlock Municipal Code, all applicable State and federal requirements of a similar nature which are customarily enforced by the City, and all provisions of these regulations and this Code relating to adult businesses, including the Adult Business Development and Performance Standards contained in this section.

(ii) The permittee has knowingly made any false, misleading or fraudulent statement of material facts in the application for a permit, or in any report or record required to be filed with the City.

(iii) The permittee, employee, agent, partner, director, stockholder, or manager of an adult business has knowingly allowed or permitted, and has failed to make a reasonable effort to prevent the occurrence of any of the following on the premises of the adult business:

(aa) any act of unlawful sexual intercourse, sodomy, oral copulation, or masturbation.

(ab) use of the establishment as a place where unlawful solicitations for sexual intercourse, sodomy, oral copulation, or masturbation occur.

(ac) any conduct constituting a criminal offense which requires registration under Section 290 of the California Penal Code.

(ad) the occurrence of acts of lewdness, assignation, or prostitution, including any conduct constituting violations of Sections 315, 316, or 318 or Subdivision b of Section 647 of the California Penal Code.

(ae) any act constituting a violation of provisions in the California Penal Code relating to obscene matter or distribution of harmful matter to minors, including but not limited to Sections 311 through 313.4.

(af) any conduct prohibited by this chapter.

(iv) Failure to abide by any disciplinary action previously imposed by an appropriate City official.

(3) After holding the hearing in accordance with the provisions of this section, if the Police Chief finds and determines that there are grounds for disciplinary action, based upon the severity of the violation, the Police Chief shall impose one (1) of the following:

(i) A warning;

(ii) Suspension of the permit for a specified period not to exceed six (6) months;

(iii) Revocation of the permit.

(j) **Appeal**. The decision of the Police Chief may be appealed as provided by Title 1, Chapter 4 of this Code.

9-2-103 Affordable housing density bonus.
(a) **Purpose**. The purpose of the affordable housing density bonus is to:

(1) Establish procedures and criteria for use in the consideration of density bonuses for lower income housing developments as defined in Section 65915 of the California Government Code;

(2) Establish procedures for requesting developer incentives or concessions for the production of housing units and child care facilities as prescribed in Section 65915 of the California Government Code; and

(3) Provide a significant contribution to the economic feasibility of lower income housing in proposed housing developments.

(b) **General provisions.** The criteria and procedures set forth in Section 65915 of the California Government Code shall be applied to requests for density bonuses for affordable housing unless amended in this section.

(c) **Application procedures.** The application for a density bonus, incentive or concession shall be submitted with the first application for approval of a housing development and shall be processed concurrently with any other planning permit required for the housing development. The application shall be submitted on form and contain such information and support data as prescribed by the Community Development Director. The application shall contain sufficient information to make the required determinations and findings defined in Section 65915 of the Government Code.

(d) **Fees.** The City Council shall set the amount of the fees for the application required and authorized by this section.

9-2-104 Automobile service stations, repair and washing.
The following supplementary development regulations shall apply to the automobile service station, automobile repair, and automobile washing use classifications:

(a) **Lot size.**

(1) The minimum lot frontage along a public street shall be one hundred twenty five (125') feet.

(2) The minimum lot depth shall be one hundred (100') feet.

(b) **Curb cuts.**

(1) The minimum width of any curb cut shall be twenty five (25') feet.

(2) The maximum width of any curb cut shall be thirty five (35') feet.

(3) The total aggregate amount of curb cuts shall not exceed forty (40%) percent of the lot frontage.

(c) **Landscaping.**

(1) All service stations shall provide minimum landscaping as required by this chapter (also see Section 9-2-109) and the following:

(i) There shall be a minimum planter with a net width of five (5') feet along all street frontages except at driveway openings. All planting areas shall have an "in place" irrigation system and shall be protected with six (6") inch wide concrete curbs.

(ii) Landscaping along street frontages shall provide screening to a height of three (3') feet.

(d) **Service lanes.**

(1) The outside service lane or the lane closest to the street line shall have a minimum width of fifteen (15') feet as measured from the face of the planter to the face of the pump island.

(2) Service lanes between two (2) pump islands shall have a minimum width of twenty (20') feet as measured from the inside face of the first pump island to the face of the second pump island.

(3) The service lane between the pump island and the building shall have a minimum width of fifteen (15') feet as measured from the face of the pump island to the face of the building sidewalk.

(e) **Activities.**

(1) Unless otherwise permitted in the district in which the automobile service station is located, automobile service stations shall be limited to the sale of motor vehicle fuels and lubricants, tires, batteries, accessory items and minor motor vehicle repair.

(2) All servicing shall be conducted in an enclosed building except that the following is permitted outside an enclosed building: pumping motor vehicle fluids, checking and supplementing various fluids, and mechanical inspection and adjustments not involving any disassembly.

(3) Any automobile washing, drying or vacuuming done by mechanical means shall not be located any closer than one hundred (100') feet from an R District without a Minor Discretionary Permit obtained as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(4) All automobile service stations, repair and washing shall comply with the noise standards contained in Article 3 of this chapter: Noise Standards.

(f) **Outdoor storage.** The outside storage or display of merchandise or equipment shall be prohibited, except that the following shall be permitted:

(1) **Tire display.** One (1) display rack per automobile service station. A maximum of twelve (12) tires may be displayed on a service station site.

(2) **Wiper display**. Two (2) such wiper racks per automobile service station.

(3) **Lubricant display.** One (1) lubricant display per pump island.

(4) **Vending machines.** Three (3) per automobile service station.

(g) **Signs.** All signing and outside advertising shall be in accordance with Article 5 of this chapter (Signs), provided that automobile service stations and convenience gas markets shall be permitted to display the following additional signs:

(1) **Price signs.** A maximum of one (1) double-faced price sign per street frontage, of not more than twenty-five (25) square feet per face, and having a maximum height of six (6') feet. Such signs may only be used to indicate the actual current price of fuel.

(2) **Pump-topper signs.** A single or double-faced sign of not more than twelve (12") inches by twenty (20") inches, constructed of motionless materials and mounted to the top of a fuel pump and used for identifying products or services available on the premises. No more than one (1) pump-topper sign per pump shall be allowed.

(3) **Island canopy sign.** A sign, affixed to a canopy or other rigid roof structure directly above a pump island, the area of which shall not exceed fifteen (15) square feet per face. Island canopy signs shall be limited to one (1) such sign per automobile service station.

9-2-105 Building projections into yards.
Buildings, except accessory buildings or structures, may project into the required yards as follows:

(a) **Fireplaces or chimneys.** Two and one-half (2.5') feet.

(b) **Terraces, platforms, decks and subterranean garages**. Six (6') feet into a front or rear yard and two (2') feet into a side yard. The length of any projection exceeding twenty-five (25%) percent of the building length for that area may be allowed only upon approval of a minor exception as defined in Chapter 5 of this TMC 9-5-400ART.

(c) **Cornices, eaves, awnings and ornamental features.** Two and one-half (2.5') feet.

(d) **Balconies and protruding windows.** Five (5') feet into a front or rear yard and two (2') feet into a side yard, when constructed at least two (2') feet above grade.

(e) **Stairs.** Two and one-half (2.5') feet into a side yard and three (3') feet into a rear yard.

(f) **Minimum setback and other limitations.** Building projections shall not encroach any closer than five (5') feet to a rear or front property line. At no time shall any portion of a building be allowed to project or extend into or over any required easement area.

9-2-106 Development on existing lots of record.
(a) Any lot or parcel of land under one (1) ownership and of record on the date of adoption of this title that has a width, depth, or area less than required for the district in which it is located,

where no adjoining land is owned by the same person, may be developed subject to the same property development regulations as a standard lot.

(b) Any lot or parcel of land legally created after the date of adoption of this title that has a width or area less than required for the district in which it is located may be developed subject to the same property development standards as a standard lot.

(c) No substandard lot as set forth above shall be further reduced in area or width.

9-2-107 Development on lots divided by district boundaries.
Where a district boundary line divides a single parcel, the regulations applicable to each district shall be applied to the area of the parcel within that district. Uses and development regulations permitted in one (1) district may be extended into the portion of the parcel in the other district if authorized by an approved Minor Discretionary Permit as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

9-2-108 Exceptions to height limits.
(a) **In any R District.**

(1) Spires, cupolas, chimneys, radio and television antennas, and similar accessory structures shall be subject to setback regulations for the zoning district in which they are located. When such structure complies with the other development regulations stated for the zoning district and which do not exceed twenty-five (25%) percent of the district height limit or fifty (50') feet, whichever is greater, may be allowed upon obtaining an approved minor administrative approval (MAA) as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(2) Towers, water tanks, flagpoles and other necessary mechanical appurtenances covering not more than ten (10%) percent of the ground area covered by the structure to which they are accessory may be permitted provided they do not exceed twenty-five (25%) percent of the district height limit or fifty (50') feet, whichever is greater, upon obtaining an approved minor administrative approval (MAA) as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(3) Any structure in an R District exceeding twenty-five (25%) percent of the district height limit or fifty (50') feet, whichever is greater, may be permitted only upon approval of a Conditional Use Permit by the Planning Commission.

(b) **In any C or I district.**

(1) A structure may exceed the district height limit by twenty-five (25%) percent subject to approval of a minor discretionary permit as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits). Any approval of such permit is subject to finding that adjoining properties will not be adversely affected by blockage of light, air or the intrusion on privacy.

(2) Any structure in a C or I district exceeding twenty-five (25%) percent of the district height limit may be permitted upon approval of a conditional use permit by the Planning Commission as set forth in TMC 9-5-600ART (Conditional Use Permits).

9-2-109 Landscaping and irrigation.

The following City of Turlock landscape and irrigation ordinance shall be used in conjunction with the "State of California Water Efficient Landscape Ordinance" enacted pursuant to California Code of Regulations Title 23, Waters Division 2, Department of Water Resources Chapter 2.7, "Model Water Efficient Landscape Ordinance". The City shall implement the ordinance and shall maintain an adapted version of the State ordinance for public distribution.

(a) **Purpose and intent.** The purpose and intent of this section is to establish landscaping regulations that are intended to:

(1) Enhance the aesthetic appearance of development in all areas of the City by providing standards relating to quality, quantity and functional aspects of landscaping and landscape screening.

(2) Increase compatibility between residential and abutting commercial and industrial uses.

(3) Reduce the heat and glare generated by development.

(4) Establish a water conservation plan to reduce water consumption in the landscape environment using conservation principles.

(5) Protect public health, safety, and welfare by minimizing the impact of all forms of physical and visual pollution, controlling soil erosion, screening incompatible land uses, preserving the integrity of neighborhoods, and enhancing pedestrian and vehicular traffic and safety.

(b) **Applicability.** All development in the City shall comply with the provisions of this section which establishes the criteria for the preparation of landscape and irrigation plans required by this ordinance. All required landscaping shall be installed by the developer and approved by the Planning Division prior to the occupancy of any building, unless other arrangements are agreed to by the Director.

1) **Applicable projects.** The following shall be subject to the provisions of this section:

i) new construction and rehabilitated landscapes for public agency projects and private development projects requiring a discretionary land use permit, such as, but not limited to, minor administrative approvals, minor discretionary permits, design review, conditional use permits or a planned development;

ii) new construction and rehabilitated landscapes for public agency projects and private development projects with a landscape area equal to or greater than 2,500 square feet requiring a building and/or grading permit;

iii) new construction and rehabilitated landscapes which are developer-installed in single-family and multi-family projects with a landscape area equal to or greater than 2,500 square feet requiring a building and/or grading permit;

iv) new construction landscapes which are homeowner-provided and/or homeowner-hired in single-family and multi-family residential projects with a total

project landscape area equal to or greater than 5,000 square feet requiring a building and/or grading permit; or

v) any other projects that are determined to be applicable projects pursuant to the State of California Model Water Efficient Landscape Ordinance .(California Code of RegulationsTitle 23. WatersDivision 2. Department of Water Resources Chapter 2.7. Model Water Efficient Landscape Ordinance), as may be amended from time to time.

2) **Exempt projects.**This ordinance does not apply to:

i) Interior remodels, tenant improvements and demolitions;

ii) Changes of use to any existing building; and

iii) Routine maintenance of existing landscaping.

(c) **Statutory authority in case of conflicting provisions**. Nothing in this section shall be deemed to affect, annul or abrogate any other laws or ordinances pertaining or applicable to the properties and areas affected by this section.

(d) **Water conservation definition**. "Water conservation" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, nonliving groundcover, a low percentage of turf coverage, permeable paving and water conserving irrigation techniques and systems.

(e) **Process.** The Development Services Director shall establish a format for plans and any other procedural guidelines for submittal as deemed necessary.

(1) **Plans required**. Plans for the development of required landscaping shall be submitted to the Engineering Services Division for review and approval prior to the issuance of any building permit. (The plan shall be prepared by a person authorized by the State of California to sign and stamp landscape design drawings or the contractor completing the work.) Where special conditions of design warrant, modifications may be submitted for consideration.

(2) **Plan review and approval.** The Development Services Department shall review each project and proposed landscape plan for compliance with the landscape and water conservation requirements.

(3) **Alternative means of compliance.** The Development Services Director may allow alternative means of complying with the requirements in this section provided the alternative achieves results comparable to those achieved through strict application of the provisions of this section.

(f) **Development standards.**

(1) **Required.** In the following designated districts, not less than the stipulated percent of gross site area shall be landscaped in accordance with this section:

Landscape Area Requirements	
Zone District	**Required Landscaping (% of site)**
R-L/R-L4.5	30
R-M	30 (a)(d)
R-H	30 (a)(d)
C-O	15(c) (d)
C-C	10 (c) (d)
C-H	7.5 (c) (d)
C-T	7.5 (b) (c) (d)
I-BP	7.5 (b)(c)(d)
I	5 (c)(d)

(a) In multiple-family developments of twelve (12) or more dwelling units, ten (10%) percent of the total building site shall be set aside and landscaped for the purposes of common recreational open space. Such ten (10%) percent may be included in the general landscaping requirements.

(b) This requirement may be waived by the Development Services Director for remodeling, alterations, or renovations to existing buildings and developments on parcels or building sites where an existing building occupies a substantial portion of the site and there are no front yard or corner street side yard setback areas.

(c) In commercial and industrial districts, where a lot larger than 10,000 square feet is to be developed in phases, the Development Services Director may determine that only the developed portion of the site need be landscaped. Provision shall be made, however, to insure that the landscape requirement can still be met upon full development of the site. This exception shall not apply to any setback along a public street which shall be landscaped upon the initial development of the site. Unlandscaped areas shall be continuously maintained free of weeds, litter and debris, and shall not become a source of nuisance to adjoining property.

(d) A required "landscape strip" (per the City General Plan "Typical Street Elements and Widths"), abutting the front or corner side yard may be counted toward the landscaping requirement when maintained by the private property owner. Commercial districts shall maintain a minimum landscaped building setback of ten (10') feet from the back of the public sidewalk when the lot is adjacent to a public street, except as otherwise provided in an applicable specific or master plan.

(2) **Determination of landscaped areas.** In determining landscaped areas, landscaped areas in the setback, private patios and all other areas not occupied by buildings, parking lots, vehicle storage areas, and driveways shall be included. Areas occupied by clubhouses, recreation buildings, pools, saunas, inter walkways, and similar amenities may be included as landscaped areas. In industrial zoning districts, areas planted along a public right-of-way shall qualify as one and one-half (1.5) times the area toward the overall required landscaping area. Planned landscaping areas within the public right-of-way may be included in the landscaped area provided the landscaped area is maintained as part of the property and abuts landscaped area located on the property.

(3) **Landscape materials and placement.** All landscape areas shall demonstrate a recognizable pattern or theme for the overall development. To accomplish this, new landscaping and landscape areas shall conform to the following:

(i) Plant materials shall be selected for maintenance efficiency, drought tolerance and adaptability and relationship to Turlock's environment and climate. Trees and shrubs in reasonable numbers shall be used in the landscape design; ground cover alone shall not be acceptable. No one (1) species of plant shall exceed twenty (20) percent of the plant material. Landscaped areas shall incorporate a minimum of two (2) of the following plantings: (1) grasses and ground covers, (2) shrubs, and (3) trees.

(ii) In all C and I Districts, plant materials shall be sized and spaced to achieve immediate effect and shall normally not be less than twenty-four (24") inch box for parking lot shade trees, fifteen (15) gallon container for trees, five (5) gallon container for shrubs, and a one (1) gallon container for mass planting. Non-turf areas, such as shrub beds, shall be top dressed with a bark chip mulch or approved alternative.

(iii) Turf shall be limited to twenty-five (25) percent of the total landscaped area in all C and I Districts. In residential districts turf shall not exceed fifty (50%) percent of the total landscaped area.

(aa) **"Permeable paving"** shall mean a paving material that permits water penetration to a soil depth of eighteen (18") inches or more, including non-porous surface material poured or laid in sections not exceeding one (1) square foot in area and collectively comprising less than two-thirds of the total surface area of the lot and loosely laid materials such as crushed stone or gravel.

(ab) **"Hardscape"** shall mean areas covered with non-permeable paving, including buildings and other structures, parking lots, driveways, and walkways.

(4) **Landscape irrigation.** Provisions shall be made for a permanent "in place" irrigation system to all landscaped areas required herein, including street tree wells. All new irrigation systems shall use Xeriscape principles including such techniques and materials as low precipitation sprinkler heads, bubblers, drip irrigation systems, timing devices and moisture sensors. All irrigation systems must be designed to minimize overspray onto impervious surfaces, such as building, sidewalks, parking areas, etc., through the use of such techniques as low-trajectory spray nozzles or underground low volume applicators. All irrigation system controllers shall be set in compliance with the day and hour watering requirements of the City of Turlock and shall be designed to minimize water use by installing automatic systems such as multi-start controllers and soil moisture sensors.

(5) **Site preparation and installation.**

(i) Prior to the planting of any materials, the compacted soils surrounding a building site will be returned to a friable condition. Friable condition shall mean returning the soil to an easily crumbled or loosely compacted condition down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded. The soil must be returned to a friable condition to a minimum depth as required for the planting material.

(ii) Trees should be adequate in trunk diameter to support the top area of the tree. Trees planted in landscaped less than ten (10') feet in diameter shall be planted using a deep root planter in accordance with the adopted Turlock Standards, Specifications and Drawings. Trees, shrubs, and vines should have body and fullness that is typical of the species.

(iii) All ground cover should be healthy, densely foliated, and well rooted cuttings, or one-gallon container plants.

(iv) The spacing of trees and shrubs should be appropriate to the species used. The plant materials should be spaced so that they do not interfere with the adequate lighting of the premises or restrict access to emergency apparatus such as fire hydrants or fire alarm boxes. Proper spacing should also insure unobstructed access for vehicles and pedestrians in addition to providing clear vision of the intersections from approaching vehicles. Plant material should conform to the following spacing standards:

(aa) A minimum of twenty-five (25') feet from the property corner at a street intersection to the center of the first tree or large shrub.

(ab) A minimum of fifteen (15') feet between center of trees and large shrubs to light standards.

(ac) A minimum of fifteen (15') feet between center of trees or large shrubs and fire hydrants.

(ad) A minimum of fifteen (15') feet from the intersection of a driveway with a street right-of-way to the center of any tree having a diameter larger than eighteen (18") inches at maturity or large shrub.

(6) **Protective barrier**. All planting areas abutting a paved or concrete surface shall be protected with raised concrete curbs. All planting areas abutting undeveloped areas shall be protected by either a raised concrete or timber barrier.

(7) **Maintenance.** Required planting areas shall be permanently maintained. As used in this section, "maintained" includes: watering, weeding, pruning, insect control, and replacement of plant materials and irrigation equipment as needed to preserve the health and appearance of plant materials.

(8) **Parking lot landscaping.** Parking lots and parking structures shall be landscaped in accordance with TMC 9-2-200 ART.

(9) **Landscaping in rights-of-way.** All land area within the public right-of-way adjoining all sides of any parcel or building site that is not otherwise covered with a building, structure, paving, or similar impervious surface shall be landscaped and maintained in conjunction with the landscaping installed on the adjoining property as regulated in this section.

Landscaping within the right-of-way shall not be used when determining the required percentage of landscaping as required in this article.

(i) **Design.** The design of the landscaping of the public right-of-way shall be included in the landscape plan and meet the requirements set forth in this section. Adequate space shall be provided in the landscape area to allow free, unrestricted growth and development of the landscaping and street trees.

(ii) **Street trees.** Street trees shall be planted in accordance with the Theme Street List or as otherwise set forth in Article 5 of Chapter 7-7 of this Code relating to street trees and in accordance with the street tree planting standards as established by the City Engineer.

(10) **Driveway and corner visibility.** All landscaping material shall be maintained in accordance with the provisions of Section 9-2-215: Driveway and corner visibility.

(11) **Landscaping along walls**. All solid walls over three (3') feet in height that are adjacent to public streets or right-of-ways shall comply with one (1) of the following:

(i) Be fully landscaped with vines and/or other plant materials to prevent the placement of graffiti. All landscaping shall include the installation of a permanent irrigation system.

(ii) If not landscaped, shall be constructed of split-face concrete, brick or some other type of material that will discourage the placement of graffiti.

(12) **Landscape screening of R properties.** Where a commercial or industrial site adjoins an R District, screening which is at least seventy-five (75%) percent opaque shall be provided. Where fences are required, such fencing shall be landscaped as appropriate.

(13) **Landscape screening of above-ground equipment.** An average three (3') foot high continuous screen shall be provide for all above-ground equipment and utilities greater than two (2') feet in height.

(14) **Model homes**. To promote landscape water conservation through education, all single family residential developments with more than two (2) model homes to be constructed by a developer, shall provide for landscaping the models entirely with water saving landscaping and irrigation in accordance with the following requirements:

(i) **Plant Materials.** Each "water saving" model home to be landscaped shall contain exclusively low water use plant materials as identified on a suggested planting list available from the Development Services Department or approved by the Development Services Director.

(ii) **Irrigation System.** Each "water saving" model home shall contain exclusively an irrigation system that provides a high efficiency in water application according to site conditions. (Drip or trickle may not be used in turf areas).

(iii) **Signs.** Each development with "water saving" model homes shall provide the following information to potential buyers:

(aa) **Front Yard Sign**. A four (4) square foot sign shall be located in the front yard of each "water saving" model such that it is clearly visible to buyers. The sign shall indicate that the model features a water saving landscape and irrigation design.

(ab) **Interior Display.** A drawing, or combination of drawings, shall be displayed inside each "water saving" model or the sales office which provides a schematic of the landscape. These drawings shall include a key identifying the common name of the plants used in the "water saving" model yards. A brochure with the same information may be distributed with the sales information to potential buyers to satisfy this requirement.

(iv) **Literature.** Additional literature describing water conserving landscaping and irrigation shall also be made available to the potential buyer and displayed.

(15) **Landscaping along Highway 99.** Wherever property abuts Highway 99, a minimum ten-(10) foot-deep landscaped bed shall be installed. In cases where the property is part of an approved Master or Specific Plan, the Plan document takes precedence over the standards contained in this landscape ordinance. In all cases, the landscaped bed shall include a combination of trees, shrubs, and groundcover.

9-2-110 Family day care home.

(a) **Small family day care home.** No permit is required to operate a small family day care home and the use shall be considered an accessory use to a residence.

(b) **Large family day care home.** A permit shall be issued by the Development Services Director or his/her designee to operate a large family day care home upon the issuance of a minor administrative approval, as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits), upon finding that:

(1) **Residency.** The site is the principal residence of the operator and the day care is clearly incidental and secondary to the use of the property for residential purposes.

(2) **General Plan and zoning compliance.** The property complies with all applicable General Plan policies and zoning regulations established in the Turlock Municipal Code (TMC).

(3) **Spacing and concentration.** The property is located at least three hundred (300') feet from any other State licensed large family day care home on the same street, or a street that is aligned and connected with that street unless bisected by an arterial street or expressway.

(4) **Traffic control.** The family day care home would not adversely affect traffic and circulation of the neighborhood, including but not limited to blocking driveways or requiring double parking to load and unload guests.

(5) **Building modifications.** The residential character and appearance of the dwelling does not have to be altered in any way to accommodate the family day care use.

(6) **Outdoor play areas**. All outdoor play areas are clearly delineated through the use of fences, landscaping or other materials constructed in accordance with applicable laws and regulations.

(7) Operator agrees to the following additional conditions of approval:

(i) **Fire clearance.** Prior to commencing the use, the operator shall obtain certification by the Turlock Fire Department that the facility complies with the standards established by the State Fire Marshal as set forth in Title 24 of the California Code of Regulations.

(ii) **Signage.** The operator agrees not to erect any off- or on-premises signs for the family day care home except as set forth in TMC 9-2-500ART (Signs).

(iii) **Noise control.** The family day care home shall be operated in compliance with the City of Turlock noise regulations, TMC 9-2-300ART (Noise Standards).

(iv) **Outdoor play areas**. The operator agrees to keep all activities related to the operation of the family day care on site at all times.

(v) **Access to inspect.** The property owner and/or operator shall allow the City to enter the property to determine compliance with the conditions of the Large Family Daycare permit during normal operating hours of the family day care home.

(vi) **Compliance with laws and regulations**. The day care operator acknowledges and agrees to comply with all applicable State, Federal and local laws and regulations. The operator shall provide evidence of compliance with State Department of Social Services requirements by providing a copy of the approved family day care license to the City prior to commencing operation of the family day care home. Upon revocation or denial of the State license, the permit issued pursuant to this section shall be automatically terminated.

(c) **Conditional use permit.** When the findings set forth in this section for the issuance of a Large Family Daycare permit cannot be made, an application for a conditional use permit may be made as set forth in TMC 9-5-600ART (Conditional Use Permits and Variances), subject to the conditions of approval listed in this section and any other conditions established by the Planning Commission and/or City Council.

(d) **Use of residential garage.** Family day care operations are not permitted in the garage area of a residence, except when the garage has been properly converted to habitable space through the issuance of a building permit and the space has met all applicable laws and regulations. Prior to finalizing the building permit, the property owner shall record a restrictive use covenant stating that the converted garage shall be returned to its original state upon the cessation of the family day care use and/or the sale of the dwelling unit.

9-2-111 Mobile home development.
(a) Purpose. The purpose of this section is to establish the basis for evaluating the adequacy of a mobile home park in residential areas. Provisions are intentionally general with the intent of allowing flexibility and further detailed evaluation on a case-by-case basis.

(b) **Permit required.** Mobile home parks shall be deemed permitted land uses in all land planned and zoned for residential land uses as designated by the Turlock General Plan, except that a conditional use permit must first be obtained in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances).

(c) **General requirements.**

(1) A mobile home park shall not be less than one (1) acre in size.

(2) A mobile home park development shall meet or exceed the minimum standards set forth in the zoning district in which it is located. This includes, but is not limited to, density consistent with the Turlock General Plan, yards, distance between structures, height, usable open space, fences and walls, off-street parking and loading, signs, outdoor facilities, refuse storage areas, performance standards, nonconforming uses, and recreational vehicle storage, except that such standards may be changed to allow for unique site design requirements for mobile home parks.

9-2-112 Outdoor storage.
(a) **Vacant lots.** No outdoor storage shall occur on any vacant parcel. No vehicles may be stored or displayed for sale on any vacant lot or at any vacant business location. Building materials for use on the same premises may be stored on the parcel during the time that a valid building permit is in effect for construction.

(b) **Residential districts.** There shall be no visible storage of motor vehicles, trailers, airplanes, boats, or their composite parts unless in accordance with Section 9-2-114: Permitted locations of mobile homes, recreational vehicles, and campers. Loose rubbish, garbage, junk, or other receptacles; tents; or building or manufacturing materials in any portion of a residential lot shall not be permitted.

(c) **Commercial districts.** Unless otherwise permitted in this section, outdoor storage and display of merchandise, materials, or equipment, or the conduct of business outdoors, is prohibited unless authorized by a minor discretionary permit issued in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits). Unless specifically authorized, outdoor facilities shall not be located within the public right-of-way.

(d) **Permitted exceptions.** Outdoor storage or display of the following merchandise, materials, or equipment, or the conduct of business outdoors, is permitted subject to the following standards and conditions:

(1) **Automobiles, boats, recreational vehicles and motorcycles.** Outdoor storage and display shall be limited to vehicles or equipment offered for sale or rent only, excepting such vehicles in R Districts in accordance with Section 9-2-114: Permitted locations of mobile homes, recreational vehicles, and campers.

(e) **Screening.** A solid fence or wall shall be required for all uses requiring a screen. The height of merchandise, materials, and equipment stored or displayed shall not exceed the height of the screening fence or wall. The Development Services Director may require additional screening in highly visible areas and may impose reasonable restrictions on the type of storage or display or the location of outdoor storage and display areas to avoid adverse visual effects. All solid walls or fencing shall be landscaped in accordance with Section 9-2-109: Landscaping and irrigation.

9-2-113 Planned developments.
(a) **Purpose.** The purpose of the planned development standards and procedures is:

(1) To ensure orderly and thorough planning and review procedures that will result in quality urban design;

(2) To encourage variety and avoid monotony in developments by allowing greater freedom and flexibility with the use of alternative development standards;

(3) To provide a mechanism whereby the City may authorize desirable developments consistent with the Turlock General Plan;

(4) To encourage allocation and improvement of common open space in residential areas, and provide for maintenance of the open space at the expense of those who will directly benefit from it;

(5) To encourage the preservation of serviceable existing structures of historic value or artistic merit by providing the opportunity to use them imaginatively for purposes other than that for which they were originally intended; and

(6) To encourage the assembly of properties that might otherwise be developed in unrelated increments to the detriment of surrounding neighborhoods.

(b) **Applicability.** No uses or structures shall be permitted except the uses and structures approved under the planned development. Specifically, building elevations and detailed site plans including, but not limited to, the location of all proposed buildings, open space, landscaping, and parking areas shall be submitted with the application.

(c) **Permit required.** All planned developments shall be required to rezone the property to the appropriate Planned Development (PD) designation as provided in TMC 9-5-101 et seq.

(d) **Conditions of approval.** In granting any planned development district, the City of Turlock may impose conditions deemed necessary or desirable to maintain neighborhood compatibility and to protect the public health, safety, and welfare. The conditions of approval shall be imposed by resolution of the City Council upon a recommendation by the Planning Commission in conjunction with the planned development approval.

(e) **Development regulations.** Property development regulations applicable to each district shall govern as baseline regulations. Development may vary from the baseline provided all of the following findings can be made:

(1) Building and site designs are consistent with the Turlock General Plan and any other applicable plans and policies adopted by the Turlock City Council;

(2) The proposed changes are compensated for or mitigated by higher building or site development standards elsewhere on the site; and

(3) The proposed changes will not adversely affect adjoining properties.

(f) **Development schedules (P-D).** An application for a planned development district shall be accompanied by a development schedule indicating the anticipated date when construction of the project can be expected to begin, the anticipated rate of development, and the completion date. For good cause shown by the applicant, the Planning Commission may extend the time limits imposed by the development schedule.

(g) **Expiration.** Upon expiration of the approved development schedule for any planned development or one (1) year from the date of enactment if no schedule has been approved, the development rights and planned development zoning designation for the property shall be

deemed expired and the designation shall automatically be rezoned to its underlying base zoning district.

(1) A planned development is valid as long as:

(i) The use has commenced; or

(ii) A building or construction permit has been issued by the Building Official or City Engineer and construction has started and diligently pursued toward completion of the project; or

(iii) Other equivalent permit activity has occurred which, in the opinion of the Development Services Director, demonstrates a good-faith effort to initiate construction or operation of the approved use.

(h) **Amendments to planned developments.** Amendments to an approved planned development shall be authorized as follows:

(1) Amendments involving minor site plan modifications, no expansions, and/or no changes in use shall be reviewed by the Development Services Director.

(2) Amendments involving major site modifications, expansions of up to twenty-five (25%) percent of gross land area or floor area, changes in use resulting in equal or lesser intensity than previously approved, time extensions, and/or a change in conditions from a conditional use permit approved by the Planning Commission pursuant to TMC 9-5-600ART (Conditional Use Permits and Variances).

(3) Amendments involving expansions that are greater than twenty-five (25%) percent of gross land area or floor area, changes in use resulting in greater intensity than previously approved, and changes that will result in a significant impact upon adjacent properties shall be reviewed by the City Council, upon a recommendation of a conditional use permit by the Planning Commission, pursuant to TMC 9-5-600ART (Conditional Use Permits and Variances).

9-2-114 Permitted locations of mobile homes, recreational vehicles, and campers.
(a) For the purposes of this section, unless otherwise apparent from the context, the following words and phrases are defined as follows:

(1) **"Utility trailer"** shall mean and include a vehicle without motive power, not exceeding twenty (20') feet in length, eight (8') feet in width, and thirteen and one-half (13-1/2') feet in overall height, designed so that it can be drawn behind a motor vehicle in accordance with the California Vehicle Code. A private utility trailer, as defined herein, is considered incidental to the owners residential use of a property. It is not intended to mean truck trailers that would be a single or double trailer to be pulled behind a commercial vehicle or similar tractor-truck vehicle.

(2) **"Boat"** shall mean a vehicle for traveling in or on water, not exceeding forty (40') feet in body length, eight (8') feet in width, or thirteen and one half (13-1/2') feet in overall height. The height shall include the trailer if the boat is mounted on a trailer. A vehicle meeting this definition, except for size, shall not be deemed to be incidental to a dwelling unit and not permitted to park in residential areas except as allowed herein.

(b) **Mobile homes - permitted locations.** A mobile home is permitted to be placed, kept, maintained or occupied, within the City in the following areas or locations:

(1) Within all residential areas of the City: only within a recognized mobile home development.

(2) Within all nonresidential areas of the City: only within a mobile home park or trailer park, except for accessory storage, sale, or business uses as permitted in such zone.

(c) **Recreational vehicles, utility trailers, boats and boat trailers - permitted locations.** A recreational vehicle, utility trailer, or boat and boat trailer is permitted to be placed, kept, and maintained, within the City in the following areas or locations:

(1) **In all residential zones.**

(i) Parking is permitted inside any enclosed accessory structure or carport, which structure otherwise conforms to the zoning requirements of the particular R zone where located.

(ii) Parking shall take place upon a paved driveway or pad designed and installed for such intended use that complies with the requirements, restrictions, and conditions constructed in accordance with TMC 9-2-207: Parking in the R District.

(iii) Parking is permitted outside in the interior side yard or rear yard provided it is not closer than four (4') feet to any parcel line or lot line and does not block the only window that can be opened or door of a room used for human habitation. Recreational vehicles, utility trailers, boats, boat trailers, and campers under seven (7') feet in height are not subject to this limitation when they are not located in the front yard and are screened by a solid fence seven (7') feet in height.

(iv) Parking is permitted outside within the front yard when the following conditions exist:

(aa) Space is not available in the rear yard or side yard, or there is no reasonable access to either the side yard or rear yard (a corner lot is always deemed to have reasonable access to the rear yard and a fence is not necessarily deemed to prevent reasonable access); or

(ab) Interior parking is not possible anywhere on the property.

(ac) In such cases, the following regulations shall govern the front yard parking of such a vehicular unit:

1. No part of the unit shall impede safe pedestrian circulation on the public sidewalk or public thoroughfare (right-of-way) or block corner visibility for pedestrians or motorists; and
2. The unit shall be owned by the resident on whose property the unit is parked for storage; and

3. The unit shall be no closer than two and one-half (2.5') feet to any parcel line or lot line.

(2) **In all nonresidential areas.**

(i) Only within an existing mobile home or travel trailer park development, except for commercial storage, sale, or business uses, as permitted in such nonresidential zone.

(d) **Recreational vehicles, boat and boat trailers - temporary occupancy, uses or parking.** The temporary occupancy, use, or parking of any recreational vehicle, boat and boat trailer beyond that described above shall only be permitted in the City as described below:

(1) Temporary overnight sleeping is permitted within a recreational vehicle on property in a residential area for a maximum of fourteen (14) days in any one (1) calendar year provided, however, cooking shall not be permitted at any time. Any temporary occupancy of a utility trailer is prohibited at all times.

(2) Any temporary connections to electrical utilities or water service for such units is permitted only for charging batteries and water tanks for a period not to exceed forty-eight (48) hours or other incidental or temporary uses as permitted herein. Any permanent connections to sewer lines, water lines, or electricity is prohibited.

(3) The temporary parking for such a unit anywhere on the premises is permitted during active loading or unloading, including the temporary use of electricity or propane fuel, when it is necessary to prepare such a unit for a temporary recreational use, but not to exceed forty-eight (48) hours.

(e) **Owner permission required.** Notwithstanding the provisions of subsection (c), herein, it shall be unlawful for any person to place, keep, maintain, or occupy, or permit to be placed, kept, maintained, or occupied, any mobile home, recreational vehicle, utility trailer, boat or boat trailer, or camper upon any lot, piece, parcel of land or upon any street, highway or other public right-of-way without the permission of the private property owner or prior written permission of the public entity.

(f) **Occupancy on public streets, alleys, or rights of way prohibited.** It shall be unlawful for any person to occupy, or permit to be occupied for dwelling purposes any mobile home, recreational vehicle, travel trailer, camp car, or camper upon any street, highway or other public right-of-way without the prior written permission of the Chief of Police, or his or her designee.

9-2-115 Recycling and solid waste disposal regulations.

(a) **Purpose.** The purpose of the recycling and solid waste disposal regulations is to:

(1) Ensure the provision of adequate locations, compatible with surrounding land uses, for the collection, separation, processing and shipping of recyclable materials including newspapers, plastic, glass and aluminum;

(2) Regulate the location of recycling and trash containers and enclosures in order to provide adequate, convenient space for the collection, storage, and loading of recycled materials at multifamily residential, commercial, and industrial land use sites;

(3) Increase the recycling of reusable materials consistent with statewide goals to reduce solid waste disposal; and

(4) Decrease the impact of the consumption of renewable and nonrenewable resources on the environment.

(b) **Applicability.**

Applicability of Recycling and Solid Waste Disposal Regulations	
Zoning District	**Applicability**
R	4 or more dwelling units
C	All development (a)
I	All development
PS	All development

(a) For residential development in C Districts, applies only to 4 or more multifamily dwellings

(c) **New development regulations.**

(1) **Materials, construction, design and location.**

(i) The enclosure shall comply with the City of Turlock Standards and Specifications for construction and materials.

(ii) Each recycling and trash enclosure shall be designed to allow walk-in access without having to open the main enclosure gate.

(iii) The property owner shall supply and maintain adequate bins and containers for recycling and waste disposal.

(iv) Whenever feasible, the recycling collection area and the trash collection area shall be adjacent to one another and in one (1) enclosure.

(2) **Landscaping.** A two (2') foot perimeter surrounding each recycling and trash enclosure, exclusive of access to the enclosure, shall be planted with landscaping and vines to discourage graffiti.

(3) **Setbacks.** No recycling or trash enclosures shall be located in any front or corner side yard.

(4) **Deviation from standards.** The Development Services Director may permit deviations from these standards, when the application of these standards prevents development of the parcel, upon approval of a minor administrative approval in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(d) **Existing development guidelines.** The following guidelines shall apply to all existing development in R, C, I and PS Districts.

(1) **Existing trash enclosures.** If existing development has an existing trash enclosure, any recycling containers shall be located inside the trash enclosure. If it is not possible to locate the required recycling containers in the trash enclosure, the recycling containers shall be located adjacent to the trash enclosure and shall be appropriately screened.

(2) **No existing trash enclosures.** If the existing development does not have an existing trash enclosure, any recycling containers shall be located adjacent to the existing trash facilities and shall be appropriately screened in accordance with Subsection (c)(1), above.

(3) **Waiver of parking, landscaping areas or open space requirement.** In order to meet any recycling and trash enclosure requirements, an existing development may use one (1) parking space, landscaping area or open space for the location of the recycling containers if the Development Services Director can find that the loss of parking, landscaping area or open space will not have any adverse effect on the need for such areas or the aesthetics of the existing development. Such a waiver shall be granted upon approval of a minor administrative approval in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(4) **Setbacks.** No recycling or trash enclosures shall be located in any front or corner side yard.

(e) **Exceptions.** The Development Services Director may grant exceptions to this section when the Director finds that existing conditions prevent its practical application upon approval of a minor administrative approval in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

9-2-116 Recycling facilities.
(a) **Purpose.** The purpose of the recycling facilities standards and regulations is to establish regulations governing recycling, consistent with the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986 and its amendments.

(b) **Definitions.**

(1) Bulk reverse vending machine shall mean a reverse vending machine designed to accept more than one (1) container at a time and to compute the refund or credit due on the basis of weight.

(2) Collection facility, large shall mean a center for the acceptance by donation, redemption, or purchase of recyclable materials from the public occupying more than five hundred (500) square feet and may include permanent structures as well as mobile units, bulk reverse vending machines, and Kiosk-type units.

(3) Collection facility, small shall mean a center for the acceptance by donation, redemption, or purchase of recyclable materials from the public occupying less than five hundred (500) square feet which may include:

(i) A mobile unit;

(ii) Bulk reverse vending machines or a grouping of reverse vending machines occupying more than fifty (50) square feet;

(iii) Kiosk-type units that may include permanent structures; or

(iv) Unattended containers placed for the donation of recyclable materials.

(4) Processing facility shall mean a building or enclosed space used for the collection and processing of recyclable materials. Processing means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, or remanufacturing.

(5) Processing facility, heavy shall mean a processing facility other than a light- processing facility.

(6) Processing facility, light shall mean a processing facility occupying less than 50,000 square feet and including equipment for bailing, briquetting, crushing, compacting, grinding, shredding or sorting of source-separated recyclable materials, except ferrous metals other than food and beverage containers, and repairing of reusable materials.

(7) Recyclable material shall mean material including, but not limited to metals, glass, plastic and paper which are intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. Recyclable material does not include refuse or hazardous materials, but may include used motor oil collected and transported in accordance with Section 25250.11 of the California Health and Safety Code.

(8) Recycling facility shall mean a center for the collection and/or processing of recyclable materials. A certified recycling facility or certified processor means a recycling facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. On-site storage containers or processing facilities used solely for the recycling of material generated by residential property, business or manufacturer are not recycling centers for the purposes of this section.

(9) Reverse vending machine shall mean an automated mechanical device that accepts at least one (1) or more types of empty beverage containers including aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip. A reverse vending machine may sort and process containers mechanically, provided that the entire process is enclosed within the machine.

(10) Single-fee revenue vending machine shall mean a reverse vending machine designed to accept individual containers one (1) at a time.

(c) **Permits required.** No person shall permit the placement, construction, or operation of any recycling facility without first obtaining a permit as follows:

Recycling Facility Permit Requirements

Type of Facility	Districts Permitted	Permit Required
Bulk reverse vending machine	All C, I and PS	Zoning Clearance
and small collection	CH and I	Minor Discretionary Permit
Large collection	I	Minor Discretionary Permit
Light processing	I	Conditional Use Permit
Heavy processing		

(d) **Permits for multiple sites.** The Development Services Director may grant a single Site Plan Permit in accordance the procedures for a minor administrative approval as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits) to allow more than one (1) bulk reverse vending machine or small collection facility located on different sites under the following conditions:

(1) The operator of each of the proposed facilities is the same;

(2) The proposed facilities are determined by the Director to be similar in nature, size and intensity of activity; and

(3) All the applicable criteria and standards set forth in this section are met for each proposed facility.

(e) **Design criteria and standards.**

(1) **Reverse vending machines.**

(i) No machine shall obstruct pedestrian or vehicular circulation.

(ii) No required parking space shall be occupied.

(iii) Each machine shall be clearly marked to identify the type of material to be deposited, operating instructions, and the identity and phone number of the operator or responsible person to call if the machine is inoperative.

(iv) The maximum sign area is four (4) square feet per machine, exclusive of operating instructions.

(v) Adequate nighttime lighting shall be provided.

(vi) No machine located within three hundred (300') feet of an R District shall be visible from residences or public right-of-way located in an R District.

(2) **Small collection facilities.**

(i) Small collection facilities shall be no larger than five hundred (500) square feet, shall be set back at least ten (10') feet from a front or side property line, and shall not obstruct pedestrian or vehicular circulation.

(ii) No power-driven processing equipment shall be used except for reverse vending machines.

(iii) All containers shall be constructed and maintained with durable waterproof and rustproof material, covered when the site is not attended, secured from unauthorized entry or removal of material, and of a capacity sufficient to accommodate materials collected.

(iv) All recyclable material shall be stored in containers or in a mobile unit vehicle.

(v) Attended facilities located within one hundred (100') feet of the boundary of an R District shall operate only between 9:00 a.m. and 7:00 p.m.

(vi) Containers shall be clearly marked to identify the type of material that may be deposited. The facility shall be clearly marked identifying the name and telephone number of the facility operator, the hours of operation, and a notice stating that no material shall be left outside the recycling containers.

(vii) The maximum sign area shall be sixteen (16) square feet exclusive of informational requirements and operational instruction. Directional sign bearing no advertising message may be installed with the approval of the Development Services Director if necessary to facilitate traffic circulation, or if the facility is not visible from the public right-of-way.

(viii) No additional parking spaces will be required for customers of a small collection facility located at the established site of a host use. One (1) space will be provided for the attendant, if needed.

(ix) No required parking spaces shall be occupied by the facility.

(3) **Large collection facilities.**

(i) A large collection facility shall be located at least three hundred (300') feet from an R District.

(ii) Each facility shall be in an enclosed building or within an area enclosed by a solid masonry wall at least eight (8') feet in height with landscaping.

(iii) Six (6) parking spaces shall be for customers and one (1) parking space shall be provided for each commercial vehicle operated by the recycling facility.

(iv) Power-driven processing, including aluminum foil and can compacting, bailing, plastic shredding, or other light-processing activities necessary for efficient temporary storage and shipment of material may be allowed if noise mitigation and other conditions are met.

(4) **Processing facilities (light- and heavy-processing).**

(i) Processors will operate in a wholly enclosed building except for incidental storage, or within an area enclosed on all sides by an opaque fence or wall not less than eight (8')

feet in height and landscaped on all street frontages and shall be located at least five hundred (500') feet from an R District except that such facilities may be located closer provided a Conditional Use Permit is obtained in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances).

(ii) Power-driven processing shall be permitted provided all noise-level requirements are met in accordance with TMC 9-2-300ART (Noise Standards). Light-processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials.

(5) **All collection and processing facilities.**

(i) No facility shall occupy a required front or corner side yard, and all regulations applicable to the principal structure on the site shall apply to collection and processing facilities except as provided in this section.

(ii) Facilities shall be designed to be compatible with the architectural character of adjacent structures.

(iii) A large collector or processing facility may accept used motor oil for recycling from the generator in accordance with Section 25250.11 of the California Health and Safety Code.

(iv) All exterior storage of material shall be in sturdy containers or enclosures that are covered, secured, and maintained in good condition. Storage containers for flammable material shall be constructed of non-flammable material. Any outdoor storage containers or materials shall not exceed the height of any screening fence or wall within seventy-five (75') feet of such fence or wall.

(v) All facilities shall be administered by on-site personnel during hours the facility is open. If a processing facility is located within five hundred (500') feet of an R District, it shall not be in operation between 7:00 p.m. and 7:00 a.m. unless such operating hours are extended by a conditional use permit issued in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances).

(vi) Any containers provided for after-hours donation of recyclable materials shall be of sturdy, rustproof construction; shall have sufficient capacity to accommodate materials collected; and shall be secure from unauthorized entry or removal of materials.

(vii) Containers shall be clearly marked to identify the type of material that may be deposited. There shall be displayed a notice stating that no material shall be left outside the recycling containers. All materials shall be kept in the containers to prevent creating a litter nuisance at the site or on any adjacent properties.

(viii) Sign requirements shall be those provided for in the zoning district in which the facility is located. In addition, each facility shall be clearly marked with the name and phone number of the facility operator and the hours of operation.

9-2-117 Salvage and wrecking operations.

(a) **Purpose.** The purpose of the salvage and wrecking operations standards and regulations is to provide opportunities for locating salvage and wrecking operations in industrial areas so as not to have an adverse impact on adjacent land uses or groundwater supplies.

(b) **Design criteria and standards.**

(1) Salvage and wrecking operations shall not be located any closer than five hundred (500') feet from any A, R, C (except CH) or PS District or any such land so designated in the Turlock Area General Plan.

(2) Salvage and wrecking operations shall be conducted wholly within an area enclosed by a solid masonry wall at least eight (8') feet in height unless located on an industrial zoned property that abuts industrial zoned properties on all sides.

(3) Any outdoor storage shall not exceed the height of the solid masonry wall within seventy-five (75') feet of such wall.

(4) No hazardous substances or hazardous wastes, as defined in 42 U.S.C. Section 9601 (14), shall be released on, under or about the site and no material shall be discharged on, under or about the site that could affect the quality of the ground or surface waters within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq. For the purpose of this section, "release" shall have the meaning provided for in 42 U.S.C. Section 9601 (22).

9-2-118 Screening of mechanical equipment.
Exterior mechanical equipment, except solar collectors affixed to the roof and residential utility meters, shall be screened from public view on all sides. Equipment to be screened includes, but is not limited to, heating, air conditioning, refrigeration equipment, plumbing lines, duct work, and transformers. Satellite dish antennas and microwave equipment shall be screened in accordance with TMC 9-2-101: Accessory buildings or structures.

9-2-119 Second dwelling units.
A second dwelling unit on a single or multi-family residential zoned lot may be permitted subject to first securing a ministerial approval from the Development Services Director or his/her designee in each case and when the following conditions are met:

(a) The lot must contain an existing single-family dwelling.

(b) One (1) additional off-street parking space meeting City standards shall be required. Off-street parking spaces for a second dwelling unit may be provided with tandem parking.

(c) The second dwelling unit shall conform to all height, setback, lot coverage, architectural review, site plan review, density, fees, charges, and other zoning requirements applicable.

(d) The second dwelling unit may be occupied by a renter, but shall not be independently sold.

(e) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, and a manufactured home, as defined in Section 18007 of the Health and Safety Code, are permitted as a second dwelling unit pursuant to compliance with the provisions of this section.

(f) The second dwelling unit is subject to architectural review to ensure compatibility with the main dwelling unit and surrounding dwelling units in terms of scale, height, and exterior design and treatment as provided in the design guidelines. More specifically, the second dwelling unit shall incorporate compatible architectural characteristics including roof pitch and style, window and door detailing, exterior materials, textures, colors, and finishes.

9-2-120 Underground utilities.
All electrical, gas, telephone, cable television, and similar distribution lines, including existing distribution lines, providing immediate service to a development site shall be installed underground within the site, except:

(a) Above ground installation shall be allowed in Agriculture Districts; or

(b) The Development Services Director may waive the undergrounding requirement if it can be demonstrated to the Director that site conditions make underground placement impractical.

9-2-121 Neighborhood stores.
Development standards for neighborhood stores in residential districts shall be as follows:

(a) Neighborhood stores shall be located on corner lots only. No store shall be located within 1,000 feet of another commercial facility.

(b) On-site parking shall be provided at a minimum of one (1) space per three hundred (300) square feet of gross floor area with a maximum of one (1) space per two hundred (200) square feet of gross floor area. Parking shall not face directly onto adjoining streets or right-of-ways. Any existing alleyway may be utilized for access.

(c) On-site loading and unloading shall be provided in accordance with Section 9-2-218: Location and design of off-street loading spaces. Parking area driveways may be utilized where they meet the standards of Article 2 of this chapter.

(d) The maximum sign area allowed is one-half (1/2) square foot of sign area per one (1) lineal foot of building frontage. Freestanding signs shall not be permitted. Signs shall be designed in accordance with the sign design guidelines contained in Article 3 of this chapter.

(e) Neighborhood stores shall be separated from adjoining residential uses by a solid masonry wall. All masonry walls shall comply with all height and location standards for fencing in the applicable residential district.

(f) A minimum of ten (10%) percent of lot area shall be provided in landscaping. All landscaping shall comply with the standards in Section 9-2-109.

9-2-122 Rental storage facility.
A rental storage facility is subject to the following development standards:

(a) A minimum fifteen (15’) feet wide landscape strip shall be installed along any street frontage. All landscaping and irrigation system shall be installed in accordance with TMC 9-2-109: Landscaping and irrigation.

(b) The site shall be entirely paved, except for structures and landscaping.

(c) The elevation of any structure facing a street or fully visible to the public shall include architectural treatment such as stucco, brick, or wood finish, and articulated walls and rooflines.

(d) Structures located on a property line adjacent to residential property shall not exceed a height of eight (8') feet. Otherwise the setback and height standards apply as set forth in TMC 9-3-300ART and TMC 9-3-400ART.

(e) The floor area ratio requirement of TMC 9-3-300ART and TMC 9-3-400ART does not apply but is determined by setback, aisle width, parking and landscaping requirements.

(f) One (1) residential unit may be provided for a caretaker that is responsible for security, maintenance or management of the facility. The residential unit shall be a permanent structure that is architecturally compatible with the storage facility and must be clearly accessory to the storage facility.

(g) A minimum seven (7) on-site parking spaces shall be provided adjacent to the office. Two (2) additional parking spaces shall be provide for the caretaker.

(h) A minimum six (6') foot high decorative fence or wall shall be installed around the perimeter of the site. A minimum seven (7') foot high decorative solid wall shall be provided along property lines adjacent to properties zoned for residential use.

(i) All security gates that are automated shall be provided with equipment that can be activated by the Fire Department Opticom system. The driveway serving a security gate shall be designed to allow vehicles to turn around without backing out into the street.

(j) The drive aisle throughout the complex with shall be a minimum twenty (20') feet to provide safe and unobstructed circulation.

(k) No flammable or otherwise hazardous materials shall be stored on the site.

(l) Security lighting shall be provided for the exterior of the buildings, parking areas, driveways, and aisles. Lighting shall be located or shielded so as to not produce glare on adjacent properties.

(m) Only freestanding monument signs are permitted and shall be of a low profile design not to exceed four (4') feet in height, externally illuminated, and incorporate the design, materials, textures, and colors used in the building. All building signage shall be composed of individual pan channel letters or equivalent. Exposed raceways, cabinet signs, and changeable copy are prohibited. All other applicable sign standards apply in accordance with TMC 9-2-500ART (Signs).

(n) A minimum of one (1) trash receptacle shall be provided on the site. The trash receptacle shall be located and enclosed consistent with city standards.

(o) All storage shall be located within a fully enclosed structure except for recreation vehicles. Recreation vehicles shall be screened from public view and shall not be stored adjacent to residential properties.

(p) No business activity shall be conducted other than the rental of storage spaces for inactive storage use.

9-2-123 Equipment sales, service and rentals.
(a) **Equipment sales, service and rentals defined.** Equipment Sales, Service and Rentals shall mean the sales, services and rental of construction or agricultural equipment only. It shall not pertain to the outdoor storage of vehicles, boats, and other large items not normally stored indoors that may be for sale or rent.

(b) **Permits required.** Unless located on a property previously authorized for such use, no equipment sales, service and rental facility shall operate without first obtaining a minor discretionary permit as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits) and with the provisions of the this section.

(c) **Conditions and restrictions pertaining to equipment sales, service and rentals**. An equipment sales, service and rental facility is subject to the following development standards:

(1) The entire length of all street frontages, including along State Highway 99, shall be landscaped. Except where previously approved and developed, such landscape planters shall be a minimum of ten (10') feet in width. Under no circumstance shall any required landscape planter along State Highway 99 be less than ten (10') feet in width on average.

(2) All landscaping and irrigation systems shall be designed and installed in accordance with the TMC 9-2-109.

(3) An average four (4') foot high compact, dense evergreen landscape hedge screen shall be installed along all street frontages, including along State Highway 99.

(4) Street trees shall be installed at forty (40') feet intervals, except that along State Highway 99 required street trees may be dispersed into distinct groups to afford views into the site from the public right-of-way.

(5) Landscaping shall be installed in accordance with the Northwest Triangle Specific Plan, Beautification Master Plan and all other applicable plans, policies, and ordinances of the City of Turlock.

(6) A minimum six (6') foot high decorative fence (wrought iron or approved alternate) shall be installed along the primary street frontage. On a previously developed site, chain link fencing may be acceptable if appropriately landscaped. A minimum seven (7') foot high decorative solid wall shall be provided along property lines adjacent to properties zoned for residential use.

(7) All chain link fencing shall include privacy slats or be landscaped with vines.

(8) All equipment shall be arranged in a structured and orderly manner on the site, and shall not encroach into any required setback or landscape area.

(9) Boom lifts, scissor lifts, loaders, backhoes and similar extendable equipment shall not be stored in an upright or extended position to exceed twenty (20') feet in height.

(10) At the discretion of the Development Services Director, heavy equipment and heavy vehicles may be stored on unpaved areas. However, all such areas shall be adequately covered with gravel, crushed base rock or approved equivalent to create an all-weather

driving surface and to eliminate dust and mud. Notwithstanding this provision, the site shall be entirely paved, except for structures and landscaping.

(11) Customer and employee parking areas, including drive aisles, shall be paved.

(12) Adequate customer and employee parking shall be provided pursuant to TMC 9-2-200ART. The number of parking spaces shall be determined by the floor area of on-site structures or as determined by the Development Services Director pursuant to TMC 9-2-200ART.

(13) A paved drive aisle shall be provided throughout the facility with a minimum width of twenty (20') feet to provide safe and unobstructed circulation and reduce entrained dust.

(14) Exterior security lighting shall be provided. Lighting shall be installed and maintained so that it will not cast direct light or glare on adjacent properties or public rights-of-way.

(15) All freestanding signs shall incorporate the design, materials, textures, and colors used in the building. Except for freeway-oriented signage permitted under TMC 9-2-506(j)(4), all freestanding signs shall be of a low profile monument design not to exceed four (4') feet in height. All building signage shall be composed of individual pan channel letters or equivalent. Cabinet signs, and changeable copy are prohibited. All other applicable sign standards apply in accordance with TMC 9-2-500ART.

(16) Freeway-oriented signage permitted under TMC 9-2-506(j)(4) shall be designed to incorporate the design, materials, textures, and colors used in the building. Pole signs, as defined by TMC 9-2-503, composed of an unadorned, plain metal pole and/or a sign cabinet are prohibited. However, the Development Services Director may approve a freeway-oriented pole sign where the pole or poles incorporate the design, materials, textures of the main building and the cabinet has a translucent background with opaque lettering. Changeable copy is prohibited on any freeway-oriented sign.

(17) A minimum of one (1) trash receptacle shall be provided on the site. The trash receptacle shall be located and enclosed consistent with city standards.

(18) No business activity shall be conducted other than the sales, service or rental of construction or agricultural equipment unless such business activity is clearly incidental to the primary authorized use.

9-2-124 Mobile food facilities.

(a) **Purpose.** The purpose of this section is to allow mobile food facilities to operate within the City through an expedited permitting process that ensures that such uses are operated in a manner that is safe and secure, and will not create adverse impacts to either the property on which they are located or to the immediate neighborhood.

(b) **Mobile food facility permit required.** Any person must obtain a mobile food facility permit prior to operating a mobile food facility on private property within the City. The approval shall be specific to a location and shall not be transferable to other locations or operators. Operation of a mobile food facility shall not be permitted on public property under this section. An application for a permit shall be submitted for approval of a mobile food facility permit not less than fifteen (15) days before the use is intended to begin. The application shall be on a form prescribed for that purpose, and shall include the written consent of the owner of the property on which the use

is to be located and, if different, the business owner providing restroom facilities within two hundred (200') feet as prescribed by the California Health and Safety Code 114250.

(c) **Mobile food facility permit application: Review and approval.**

(1) Once an application has been accepted as complete, the Development Services Director shall take action within fifteen (15) days.

(2) Once an application has been accepted as complete, the Community Development Director or designee shall refer the permit application to City departments and any other agencies deemed appropriate by the Development Services Director.

(3) In considering an application for a permit pursuant to this section, the Development Services Director shall approve the permit only if it makes the following findings and subject to the limitations and conditions of this section:

(i) The proposed location is on an improved property that is entirely paved and shall not interfere with the operation of any approved uses on the site;

(ii) The site is adequate to support the operation of the mobile food facility and the mobile food facility will not adversely affect adjacent structures and uses, or the surrounding neighborhood;

(iii) The proposed use will not adversely affect the circulation and flow of vehicular and pedestrian traffic in the immediate area;

(iv) The proposed use will not create a demand for additional parking which cannot be met safely and efficiently in existing parking areas;

(v) The proposed use will not conflict with the terms or intent of any planned unit development permit or conditional use permit currently in effect on the property;

(vi) The proposed use and location complies with all applicable requirements of the Turlock Municipal Code, the California building and fire codes, and any other applicable local, regional, State or Federal laws or regulations; and

(vii) The proposed use will not otherwise constitute a nuisance or be detrimental to the public welfare of the community.

(d) **Limitations of use by zoning district.** A mobile food facility may be permitted to operate on any property zoned for commercial or industrial uses, except the CO Commercial Office District defined under Article 3 of Chapter 9-3 TMC.

(e) **Limitation on number and concentration of mobile food facilities.** On properties of less than one (1) acre in size, no more than one (1) mobile food facility shall be permitted at one (1) time.

(f) **Mobile food facility permit and renewals.** The mobile food facility permit shall expire on December 31 each calendar year. Applications received after October 1st of each calendar year shall be given a renewal date that ends on December 31 of the following year. Each renewal shall be subject to the findings and conditions outlined in this section. There shall be no limit on the number of renewals that may be granted.

(g) **Conditions.** In authorizing an application for a mobile food facility permit, the Development Services Director shall include as conditions of approval, the following minimum provisions:

(1) The use shall be conducted entirely upon private property and not within any public right-of-way;

(2) The use shall conform to all applicable building, electrical, fire, plumbing, engineering, solid waste, wastewater, water quality, and environmental regulations and laws;

(3) No permanent structures may be constructed on the site to support the operation of the mobile food facility;

(4) No signs, balloons, or flags may be displayed on or off the site to promote the mobile food facility except those permanently affixed to the mobile food vehicle/trailer;

(5) No outdoor music, live or amplified, is permitted;

(6) Temporary canopies or tents less than one hundred twenty (120) square feet may be erected but must be removed at the end of each business day;

(7) No more than two (2) small tables seating up to a total of ten (10) people may be permitted and must be removed at the end of each business day;

(8) Vehicle and temporary canopies or tents shall not be located closer than twenty (20') feet to a building or structure;

(9) Vehicle and any temporary canopies or tents shall not be located on the same parcel, or closer than one hundred (100') feet from the lot line of an adjacent parcel, on which a flammable, combustible, or liquid petroleum gas dispensing or storage container is located;

(10) Provisions for fire protection and fire vehicle access shall be made as prescribed by the Fire Marshal;

(11) The site shall be continuously maintained free of weeds, litter and debris;

(12) Within three (3) days after ceasing operation of the mobile food facility at any location, the site shall be completely cleaned; all trash, debris, signs, sign supports, and temporary electrical service will be removed;

(13) The mobile food facility operator shall obtain and maintain a valid Turlock business license at all times;

(14) An agreement for the use of properly operating restroom facilities within two hundred (200') feet of the vehicle's location shall be maintained at all times; and

(15) Any additional limitations or conditions as required by the Community Development Director as conditions of approval.

(h) **Fee.** A fee shall be paid by the applicant to cover the costs of processing and administering the mobile food facility permit application. Such fee shall be set by City Council resolution, and may be amended from time to time.

(i) **Suspension or revocation of mobile food facility permit.** Any mobile food facility permit may be suspended or revoked in accordance with the procedures and standards of Article 11 of Chapter 9-5 TMC. The permit shall be automatically suspended and may be revoked when the permit issued by the Stanislaus County Environmental Resources Department is suspended or revoked for any reason.

(j) **Appeal.** The decision of the Development Services Director may be appealed as provided by Chapter 1-4 TMC.

9-2-125 Cargo containers.
(a) **Purpose.** The purpose of this section is to allow cargo containers to be placed on private property in a manner that is safe and secure, will not create adverse impacts to either the property on which they are located or to the immediate neighborhood, will achieve community architectural and design standards, and will not become a nuisance to the community.

(b) **Permit requirements and exceptions.**

(1) **Temporary use.**

(i) No cargo container permit shall be required when the cargo container is used during construction and a valid building permit is active for the property provided that all applicable conditions in Section 9-2-125(d)(1) subsections (i) through (iv) are met.

(ii) No cargo container permit shall be required to place a cargo container on private property for a period of three (3) months or less provided that all applicable conditions of approval applicable to the zoning district listed in Section 9-2-125(d)are met. For residential uses only, such cargo containers are not required to be screened and may be placed in the front yard on a paved driveway so long as the cargo container does not encroach into the landscaped area, onto sidewalks, or into public rights-of-way, and there is sufficient room to open the garage door to allow access and egress in case of emergency.

(iii) A temporary use of land permit shall be obtained pursuant to Article 5 of Chapter 9-5 TMC (Temporary Uses of Land) for a period of greater than three (3) months but no more than one (1) year provided that all of the conditions of approval applicable to the zoning district listed in Section 9-2-125(d) are met, with the exception that cargo containers screened from public view from the public right-of-way or an adjacent property shall not be required to meet the design requirements of Section 9-2-125(d)(1)(xi).

(iv) The cargo container must be removed immediately upon completion of the temporary term or upon expiration or finalization of the building permit.

(2) **Permanent use.**

(i) A cargo container permit shall be required prior to placing a cargo container on private property for more than one (1) year. The approval shall be specific to a location and shall

not be transferrable to other locations or property. An application for a permit shall be submitted for approval of a cargo container permit not less than thirty (30) days before the use is intended to begin. The application shall be on a form prescribed for that purpose by the Development Services Director, and shall include the written and notarized consent of the owner of the property on which the use is to be located.

(ii) **Residential districts.** The cargo container permit shall be issued in accordance with the criteria and procedures for a minor administrative approval as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits) and shall meet all applicable standards and conditions in subsection (d).

(iii) **Commercial, industrial, public, and Downtown overlay districts.** The cargo container permit shall be issued in accordance with the criteria and procedures for a Minor Discretionary Permit as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits) and shall meet all applicable standards and conditions in subsection (d).

(3) **Exceptions.** Exceptions to the standards in this section may be granted by the Planning Commission upon approval of a conditional use permit pursuant to TMC 9-5-600ART (Conditional Use Permits and Variances).

(4) **Public right-of-way restriction.** No cargo container may be placed in the public right-of-way unless approved through the issuance of an encroachment permit by both the Engineering Division and the Fire Department.

(5) **Limitations of use by zoning district**. Cargo containers may only be stored for resale or rental purposes in the Industrial (I) zoning district in accordance with all permitting requirements and standards of TMC 9-3-400ART, and are subject to the standards specified in this section and TMC 9-2-112 (Outdoor Storage).

(c) **Cargo container permit application: Review and approval.**

(1) Once an application has been accepted as complete, the Development Services Director or designee shall take action within twenty (21) working days. A notice shall be sent to the applicant if the application is deemed incomplete. If no response is provided by the applicant within six (6) months of receiving an incomplete notice, the application shall be expired and the applicant will be required to submit a new application and fee.

(2) For purposes of application processing, any application for a cargo container permit is considered to be a ministerial permit and, as such, is not subject to the time frames specified in Section 65950 et seq. of the California Government Code, or the California Environmental Quality Act.

(3) Once an application has been accepted as complete, the Development Services Director or designee shall refer the permit application to City departments and any other agencies deemed appropriate by the Development Services Director.

(4) In considering an application for a permit pursuant to this section, the Development Services Director or designee shall approve the permit only if the following findings are made and subject to the limitations and conditions of this section:

(i) The proposal is consistent with the General Plan, the Zoning Ordinance, the Design Guidelines, and any other applicable plans or standards applicable to the property; and

(ii) The proposal meets all of the applicable design standards and provisions of this section; and

(iii) The proposal is in harmony with the existing or proposed development in the general area or neighborhood and will be compatible with adjacent structures and uses, including those on adjoining properties; and

(iv) That the site for the proposed use is adequate in size and shape to accommodate such uses, all yards, open spaces, walls, fences, parking, loading, landscaping and other features required by the Turlock Municipal Code or the Planning Commission to make sure such use is compatible with the land and uses in the vicinity; and

(v) Any structural element contained within the proposal is of high quality design consistent with the intent of the City Design Element of the Turlock General Plan and the exterior design, appearance, materials, and colors will not cause the nature of the neighborhood to materially depreciate; and

(vi) The proposal will not otherwise constitute a nuisance or be detrimental to the public safety, health, and welfare of the neighborhood and community.

(d) **Conditions of approval.**

(1) **Conditions applicable in all zoning districts.** In authorizing any permit for a cargo container, the Development Services Director shall include as conditions of approval, the following minimum provisions:

(i) **Accessory use.** A cargo container may be erected on a property when the use thereof is clearly incidental and secondary to the primary use of the property: For purposes of this section, a cargo container shall not be issued for a property where there is no approved and constructed primary building.

(ii) **Height.** Cargo container(s) shall not be stacked and shall not be greater than ten (10) feet in height including the foundation system, as measured from the property grade.

(iii) **Setbacks.** Cargo container(s) shall meet all applicable setback requirements and are not permitted in front yard setback area unless provided otherwise in TMC 9-2-125(d)(2).

(iv) **Location.** The proposed location shall not interfere with other uses, clear vision triangle, pedestrian/vehicular visibility, required parking, landscaping, or circulation on the property, or create any other safety problem. The cargo container(s) shall not be placed in a “fire lane” or other fire access lanes. The cargo container(s) must be accessible by a paved drive aisle.

(v) **Contents.** No hazardous materials, or combustible or flammable liquids may be stored in the container.

(vi) **Screening.** Cargo container(s) shall be screened from view from the public right-of-way and from view of adjacent residential uses or districts using methods such as, but not limited to, line of sight behind buildings or walls with landscaping and construction of walls with vines.

(vii) **Number and size:** Cargo containers shall be allowed pursuant to the number and size limitations and allowances listed below:

(aa) Residential (R-E, R-L, R-M, R-H) districts. The number shall be limited to one (1) container no greater than 120 square feet in area and the dimension may not exceed fifteen (15') in length.

(ab) Commercial (C-C, C-H, C-T, TC overlay district), industrial (I, I-BP, IR overlay district), and Public/Semi-Public (P-S) zones when adjacent to a residential use or a Residential (R-E, R-L, R-M, R-H) zone; the Office Residential (OR) and Downtown Core Transition (DCT) overlay districts; and the Commercial Office (C-O) zone. The number shall be limited to one (1) container no greater than ten (10%) percent of the total gross floor area of the existing buildings or 120 square feet in area, whichever is less, and may not exceed fifteen (15') feet in length.

(ac) Community Commercial (C-C), Heavy Commercial (C-H), and Commercial Thoroughfare (C-T) districts; and the Downtown Core (DC) and Transitional Commercial (TC) overlay districts. If not otherwise restricted, the number shall be limited to one (1) container no greater than five (5%) percent of the total gross floor area of the existing buildings or 320 square feet in area, whichever is less, and may not exceed forty (40') feet in length.

(ad) Industrial (I), Industrial Business Park (I-BP), and Public & Semi-public (P-S) districts, and the Industrial Residential (IR) Downtown overlay district, less than one (1) acre in size. If not otherwise restricted, the number shall be limited to one (1) container no greater than five (5%) percent of the total gross floor area of the existing buildings or 320 square feet in size, whichever is less, and may not exceed forty (40') feet in length.

(ae) Industrial (I), Industrial Business (I-BP) park, and Public & Semi-public (P-S) districts, and the Industrial Residential (IR) Downtown overlay district, one (1) acre or more in size. If not otherwise restricted, the total floor area of cargo containers may not exceed five (5%) percent of the total gross floor area of existing buildings on the same property and must meet the floor area limitation of the applicable zoning district.

(viii) **Signs.** No advertising or directional signs shall be mounted, painted, or displayed on the container except that temporary containers may display the rental or leasing company name and/or logo permanently affixed or painted on the container.

(ix) **Building permit.** A building permit shall be required for any cargo container greater than 120 square feet in size unless otherwise determined by the Chief Building Official. Doors shall not be modified to restrict persons from freely exiting the cargo container.

(x) **Foundation system.** The foundation system shall be reviewed and approved by the Chief Building Official. Cargo container(s) may be placed on a paved surface upon approval of the Chief Building Official. In industrial districts, when containers are the item being stored, cargo container(s) may be placed on a paved or all-weather surface upon approval of the Chief Building Official.

(xi) **Design.** All applicable development standards and design guidelines for the zoning district shall apply. When not located within the public view from the public right-of-way or an adjacent property, the cargo container may be painted to match the primary building to achieve architectural compatibility.

(xii) **Property owner written consent required.** A tenant shall obtain the prior written and notarized consent of the property owner before placing a cargo container on any property.

(2) **Exceptions to setback requirements.** Exceptions to the setback requirements may be granted by the Development Services Director upon the issuance of the minor exception pursuant to TMC 9-5-400ART and upon providing a notification to adjoining properties of not less than ten (10) calendar days. Any comments received during this notification process shall be considered in making the findings for approval for the Minor Exception.

(e) **Fee.** A fee shall be paid by the applicant to cover the costs of processing and administering the permit application. Such fee shall be set by City Council resolution, and may be amended from time to time.

(f) **Suspension or revocation of cargo container permit.** A cargo container permit may be suspended or revoked in accordance with the procedures and standards of TMC 9-5-1100ART (Enforcement).

(g) **Appeal.** The decision of the Development Services Director may be appealed as provided by Chapter 1-4 TMC.

9-2-126 Electrified fences.

(a) **Purpose.** The purpose of this section is to allow electrified fences to be placed on private property in a manner that is safe and secure, will not create adverse impacts to either the property on which they are located or to the immediate neighborhood, will be compatible with community design standards, and will not become a nuisance to the community.

(b) **Permit required.** Electrified fences are allowed in IBP (Industrial Business Park) and I (Industrial) districts upon the approval of a minor administrative approval as set forth in TMC 9-5-300 (Minor Administrative and Minor Discretionary Permits), subject to the standards and conditions contained in this section.

(c) **Location**. The fence shall be located at least fifty (50') feet from a residence, school, day care facility, or park land, or any property zoned for such uses.

(d) **Perimeter fence required.** The electrified fence may not be used as a perimeter fence. A non-electrified fence shall completely surround the electrified fence. The electrified fence shall be set back at least twelve (12") inches from a non-electrical perimeter fence.

(e) **Setbacks.** The fence shall not be located within required setback areas (front, side, or rear).

(f) **Height.** The maximum height shall be ten (10') feet.

(g) **Construction.** The fence shall be constructed of horizontal wires with minimal vertical support to minimize visual impact.

(h) **Energy source.** The energy source shall not exceed 12 volts.

(i) **Warning signs.** Warning signs, a minimum of 36 square inches in size, shall be mounted every fifty (50') feet, with a minimum of one (1) per side, no higher than five (5') feet from the ground, or in accordance with the California Building Code, whichever is more stringent.

(j) **Compliance with all laws and regulations**. The electrified fence shall meet all California Building Code, California Fire Code, Fire Department, and Police Department requirements, as well as all applicable federal, State, and local laws throughout the construction, installation and operation of the electrified fence.

(k) **Hold harmless agreement.** The applicant and property owner shall enter into an agreement holding the City of Turlock harmless from all legal actions that relate directly or indirectly to the electrified fence. The agreement shall be recorded with the property and shall release the City of Turlock from any and all liability.

(l) **Ongoing maintenance required.** The area around the electrified fence shall be kept clear of all vegetation and litter to avoid fires.

9-2-127 Drive-through facilities.
In addition to any other permitting requirements contained in this title, any use that includes a drive-through facility shall also meet all of the following development standards:

(a) No more than two (2) lanes are permitted per drive-through facility.

(b) Lane(s) shall be located at least 100 feet from a residential district.

(c) Lane(s) shall be oriented to reduce light and glare onto adjacent residences and public rights-of-way.

(d) Lane(s) shall be screened with a decorative masonry wall landscaped with vines, landscaped berm, or a landscaped hedge, or any combination thereof, at least three (3') feet in height to minimize visibility to the public right-of-way.

(e) No more than two (2) menu boards are permitted per lane.

(f) Lane(s) shall provide a minimum stacking distance of at least four (4) vehicles between the entrance to the lane and the menu board closest to the pick-up window, and between the closest menu board to the pick-up window and the pick-up window. When no menu board is used, the lane(s) shall provide a minimum stacking distance for six (6) vehicles between the entrance to the lane and the pick-up window.

(g) Lane(s) shall be designed to avoid stacking in a driveway or parking lot drive aisle that directly connects to a public street.

Article 2. Off-Street Parking and Loading Regulations

9-2-201 Specific purposes.
In addition to the general purposes listed in Chapter 9-1-100 et. seq., the specific purposes of the off-street parking and loading regulations are to:

(a) Ensure that off-street parking and loading facilities are provided for new land uses, and for major alterations and enlargements of existing uses in relation to the need for these facilities created by each use; and

(b) Ensure that off-street parking and loading facilities are designed in a manner that will ensure efficiency, protect the public safety, and insulate surrounding land uses from adverse impacts.

9-2-202 Application of provisions to uses.
The provisions of this article shall apply to all uses set forth in this article even though the use may be a nonconforming use and even though a variance may have been granted for the establishment of such nonconforming use.

9-2-203 Off-street parking required: Availability and maintenance.
Every building erected shall be provided with parking spaces as required by the provisions of this article. Such parking spaces shall be made permanently available and shall be permanently maintained for parking purposes. A paved driveway, driveway approach, and/or drive aisle shall be provided to connect parking spaces to the public street. Such driveways shall comply with the development standards contained in Section 9-2-207.

9-2-204 Off-street parking: Reconstructed buildings.
Every building reconstructed, remodeled, or structurally altered shall be provided with parking spaces to compensate for the additional parking demand, if any, created by such remodeling, reconstruction or structural alteration.

9-2-205 Off-street parking for existing buildings and uses.
Off-street parking spaces which are maintained in connection with existing buildings, structures, and uses, and under the same ownership, shall be maintained as long as such buildings, structures, and uses remain, unless an equivalent number of such spaces is provided in accordance with the requirements of this article. The provisions of this article shall not require the maintenance of more parking spaces than are required for new buildings or structures similar in use and purpose to such existing buildings or structures.

9-2-206 Off-street parking: Location.
All required parking spaces shall be located on the same lot as the primary structure or located within a radius of five hundred (500') feet from the property. These parking spaces shall be maintained during the life of the building or until equivalent parking is provided by other means. Should it be necessary to replace the required parking area; the owner, lessee, or assignee shall provide and maintain other parking facilities sufficient to comply with the requirements of this article.

9-2-207 Parking in the R Districts.
All parking areas in R Districts shall be subject to the same restrictions for accessory buildings according to the applicable zoning district. In addition, all parking areas in R Districts shall be subject to the following additional provisions:

(a) **Paved driveway and parking space required.** All parking spaces and driveways shall be paved. All vehicles, trailers and campers shall park on a paved driveway or parking space. When a covered garage or carport will not be provided for the required parking spaces of a residential structure, the required spaces shall be paved and located so that an enclosed structure could be constructed at a future date.

(b) **Parking incidental to residential use.** Required parking areas shall be incidental and accessory to a use permitted in the district in which the property is located. Parking areas incidental to and accessory to a commercial or industrial use located in an adjacent C or I

District may be allowed subject to obtaining an approved conditional use permit from the Planning Commission.

(c) **Use of parking space.** All parking areas shall be used solely for the parking of private passenger vehicles except as provided in Section 9-2-114.

(d) **Front yard setback restriction.** No required parking shall take place in the front yard setback area of any residence.

(e) **Driveways.** Driveways shall comply with the following design standards and permitting requirements:

(1) **Driveway width.** Driveways may range from a minimum of ten (10') feet (for single vehicles) to a maximum of thirty (30') feet (for three vehicles) in width. The width shall be determined based on the number of garage door openings (or the equivalent in covered or open parking areas).

(2) **Additional driveway storage areas.** Driveways may be widened up to ten (10') feet) for the purposes identified in Section 9-2-114 provided the additional storage areas meet the standards and conditions contained in that section.

(3) **Ribbon driveways.** Ribbon driveways, planted with turf or decomposed granite between the concrete strips, are permitted subject to the City's Standard Specifications and Drawings.

(4) **Circular driveways.** Circular driveways with a secondary driveway approach may be permitted for lots with more than sixty-five (65') feet of lot frontage. That portion of the circular driveway that does not lead to the required parking space(s) shall be no greater than ten (10') feet in width. To determine the width and outer edge for a ribbon driveway, the width and outer edge shall be determined using the center line of the ribbon driveway. The closest edge of the circular driveway shall be no closer than two and one-half (2.5') feet to a side property line. The curve radius of the driveway shall be no less than twenty-five (25') feet. At least twenty-two (22') feet of frontage shall be provided between the inner edges of the two driveway approaches, measured at the curb.

(5) **Lot frontage restrictions.** All driveways shall be constructed with a driveway approach approved by the Engineering Division. Driveway approach(es) shall not utilize more than forty (40%) percent of the lot frontage.

(6) **Front yard coverage.** The total paved area for all driveways and other vehicle storage areas shall not utilize more than fifty-five (55%) percent of the area of the front yard area. The front yard area shall be calculated as the area between the property line and the required front yard setback and the two side property lines.

(f) **Land use permit required.** Prior to constructing a circular driveway or widening a driveway pursuant to subsection (3), the property owner shall obtain approval of a minor administrative approval pursuant to TMC 9-5-300ART (Minor Administrative and Discretionary Permits).

9-2-208 Border barricades, screening, and landscaping.
(a) When a fence does not separate a parking area or drive aisle from any street or alley, a concrete curb or barrier not less than six (6") inches in height shall be located not less than two

(2') feet from the street or alley line. The curb or barrier shall be securely installed and maintained.

(b) Every parking area abutting property located in the R District shall be separated from such property by a solid wall, view-obstructing fence, or compact evergreen hedge six (6') feet in height.

(c) Any parking areas or drive aisles visible from a public street shall be screened with landscaping to a height of three (3') feet.

(d) Any lights used to illuminate any parking area or car sales area shall be arranged to reflect light away from any premises on which a dwelling is located.

9-2-209 Off-street parking: Spaces required.
(a) **Uses enumerated.** Except as otherwise provided in this article, the number of off-street parking spaces required shall be as follows:

Off-Street Parking Space Requirements	
Use	**Space Requirement**
Assembly places including churches, clubs and lodges	1 space per 50 square feet of assembly area
Business, professional and financial offices	1 space per 250 square feet of gross floor area
Cafes, restaurants and other eating establishments	1 space per 3 seats or 1 space per 100 square feet of gross floor area when the number of seats is not known
Convalescent, nursing and group homes	1 space per 400 square feet of gross floor area
Industrial, manufacturing and warehousing	1 space per 1,000 square feet of gross floor area
Medical offices	1 space per 200 square feet of gross floor area
Motels, hotels	1 space per sleeping unit
Public facilities	1 space per 400 square feet of gross floor area
Recreational and health facilities	1 space per 100 square feet of gross floor area
Residential: Single-family	 2 spaces per dwelling unit

Multifamily	1.5 spaces per dwelling unit plus 1 guest space per 4 dwelling units
Retail commercial uses	1 space per 300 square feet of gross floor area
Schools and classrooms	1 space per 200 square feet of gross floor area

(b) **Alternative methods for determining parking space requirements.** For developments with a known occupant and use, the Development Services Director may utilize alternative methods, such as the Institute of Transportation Engineers Parking Generation manual, parking surveys conducted at similar locations by the occupant, parking ratios used by other jurisdictions, and other studies, to establish the number of off-street parking spaces required for a particular use.

(c) **Undetermined uses.** In the event it is not possible to determine the number of parking spaces required for a particular use, the Development Services Director shall determine an adequate number of parking spaces based upon the standards and requirements for the most comparable use. Determination by the Development Services Director shall be permitted upon approval of a minor discretionary permit in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(d) **Shared parking.** Parking facilities may be shared if multiple uses cooperatively establish and operate the facilities, and if the uses are open during substantially different days or hours of the week and/or if one (1) use has a surplus of parking. Shared parking may be approved by the Development Services Director if:

(1) A sufficient number of parking spaces are provided to participating uses in accordance with this section;

(2) The applicant provides documentation substantiating the reasons for the requested parking reduction. The documentation should at least describe the nature of the uses, number of existing and proposed parking spaces, and the times when the uses operate to demonstrate the lack of conflict between the uses; and

(3) Additional documents, covenants, deed restrictions, or other agreements as deemed necessary by the Development Services Director are executed to assure that the required parking spaces and access are provided for the life of the uses and other similar future uses. A document shall be recorded to assure shared maintenance of the parking facilities.

9-2-210 Parking spaces for people with disabilities.
All parking facilities shall comply with the requirements of the California Building Code and with the sign requirements of the California Vehicle Code. One (1) parking space shall be provided for each dwelling unit designed for people with disabilities. Parking for people with disabilities shall be provided for all projects on the basis of total parking provided on-site.

9-2-211 Bicycle parking.
(a) **Where Required.** Bicycle parking spaces shall be provided for all commercial, industrial, public and semipublic uses in accordance with this section and the California Building Code and Green Building Standards Code. Where these codes are more stringent, the Codes shall prevail

over the standards in this section. Bicycle parking shall be in addition to automobile parking spaces.

(b) **Number Required.**

(1) **Commercial and industrial use classifications:** The number of bicycle parking spaces provided shall be a minimum of ten (10%) percent of the number of automobile parking spaces, with a minimum of one (1) two-bike capacity rack. In addition, for buildings with more than 10 tenant-occupants that add 10 or more vehicular parking spaces, secure bicycle parking for 5% of additional motorized vehicle parking spaced shall be provided, with a minimum of one space. Acceptable secure parking facilities shall be constructed in accordance with the California Green Building Standards Code and the City of Turlock Standard Specifications and Drawings.

(2) **Public and semipublic use classifications:** The number of bicycle parking spaces shall be provided as specified by a minor administrative permit issued in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(c) **Design Requirements.** For each bicycle parking space required, a secure bike rack shall be provided to which a user can secure the bicycle. The stationary object may be either a freestanding bicycle rack or a wall-mounted bracket, provided that it complies with the City of Turlock Standard Specifications and Drawings. Bicycle parking shall be provided in an open area near the building entrance(s) that allows public access to the bicycle rack and shall not interfere with pedestrian or vehicular circulation.

9-2-212 Off-street parking districts.
Any property located within an off-street parking district created under the general laws of the State shall be credited with its pro rata share of the off-street parking spaces being provided by the district when computing the number of off-street parking spaces required for any new construction, reconstruction, remodeling, or structural alteration of such property.

9-2-213 Parking configuration and aisle dimensions.
Parking spaces, driveways, and drive aisles shall be designed in accordance with the City of Turlock Standard Specifications and Drawings. When an applicant can demonstrate to the satisfaction of the Development Services Director that variations on the dimensions required in these standards are necessary, a specific parking area design may be approved, subject to a minor administrative approval obtained in accordance with TMC 9-5-300ART, provided that the parking area design will not impede the flow of vehicles, reduce pedestrian safety, or hinder loading or unloading.

9-2-214 Parking lot design standards.
Parking lots for commercial, multi-family residential, industrial, and public uses shall have paving, drainage, wheel stops, curbing, lighting, space marking, and directional signs, which shall be subject to approval of the Development Services Director or designee. In reviewing the design of parking structures, the Development Services Director or the Planning Commission, as the case may be, shall consider the compatibility of the design with adjacent buildings or uses. The review of the parking lot design shall be incorporated into the applicable development review process, whenever possible.

The parking lot shall meet the following minimal design standards, as applicable:

(a) Driveways shall be provided between parking spaces and the street. A driveway approach shall be required for all driveway connections to the street unless exempted by the City Engineer. All driveways shall be paved. Permeable surfaces may be used if the City Engineer determines that the surface is structurally equivalent to a paved surface.

(b) Driveway approaches shall meet City of Turlock standards.

(c) Drive aisles providing internal circulation from the driveway to, and between, parking spaces shall be paved.

(d) Drive aisles within approved outdoor storage areas may be constructed of an all-weather surface when appropriate markings delineating drive aisles and/or parking spaces are provided and access by the general public is restricted by a permanent barrier.

(e) Wheel stops shall be installed to prevent vehicular encroachment into the public right-of-way, pedestrian paths and sidewalks, and to prevent collision with any above-ground obstacles.

(f) Raised concrete curbing shall be provided to prevent vehicular encroachment into landscaping,

(g) Parking spaces in Industrial Districts may be constructed of an all-weather surface when appropriate markings delineating aisles and spaces are provided.

(h) A maximum of thirty (30%) percent of the total parking spaces may be constructed as compact spaces.

(i) Parking spaces shall be located no closer than three (3') feet to any building, above-ground equipment, or any other obstacle. A three-foot (3') area surrounding the obstacle shall be striped. Bollards or wheel stops shall be provided in parking spaces adjacent to the obstacle to prevent vehicles from entering the striped area.

(j) The preferred parking space marking is double-striping to improve the efficiency of the parking area; however, single striping may be used.

(k) The parking area shall meet any additional requirements required by the California Building Code and/or the City of Turlock Standard Specifications and Drawings.

9-2-215 Driveway and corner visibility.
Street corners and driveways connecting with a public street shall be maintained as areas of unrestricted visibility ("clear vision zones") in accordance with the latest version of the City of Turlock Standard Specifications and Drawings.

9-2-216 Parking lot landscaping.
Parking lots and parking structures shall have interior and perimeter landscaping areas as prescribed by the following:

(a) Parking lots or parking structures adjoining street property lines or public streets shall have a perimeter landscape buffer with a minimum width as follows:

(1) If abutting an expressway: twenty (20') feet

(2) If abutting an arterial: fifteen (15’) feet

(3) If abutting a collector: fifteen (15’) feet

(4) If abutting a local collector: ten (10’) feet

(5) If abutting a local street: five (5’) feet

(b) Vehicle overhangs may encroach a maximum of two (2’) feet into landscape areas which are a minimum of ten (10’) feet wide.

(c) An average three (3’) foot high [minimum two and one-half (2.5’) foot and maximum three and one-half (3.5’) foot] continuous screen shall be installed between all parking areas and public streets. A screen shall consist of one (1) or any combination of the following:

(1) **Walls.** A wall shall consist of concrete, concrete block, stone, brick, tile or similar type of solid masonry material.

(2) **Berms.** A berm shall be constructed of earthen materials and it shall be landscaped.

(3) **Solid fences**. A solid fence shall be constructed of wood, or other materials.

(4) **Plant materials.** Vegetation, consisting of trees or shrubs.

(d) Interior landscaped areas shall be a minimum of five (5’) feet in width and length (minimum of 25 square feet for tree wells), exclusive of curbs.

(e) The end of each row of parking stalls shall be separated from aisleways by a landscaped planter or sidewalk.

(f) In all parking lots with a capacity of five (5) parking spaces or more, a minimum of one (1) shade tree for every five (5) spaces shall be provided in landscape islands within the parking lot. Tree spacing shall be such that every designated parking space is within thirty (30’) feet of the trunk of a tree.

(g) All planting areas within or abutting a parking lot shall be protected with raised concrete curbs.

9-2-217 Parking access from street.
All spaces in a parking facility, except single family and multifamily dwellings with up to two (2) dwellings, shall be accessible and all circulation shall be internal without re-entering a public right-of-way unless it is determined by the Development Services Director to be physically impossible to provide for such access. However, an alley may be used as maneuvering space for access to off-street parking.

9-2-218 Location and design of off-street loading spaces.
On every lot in any C or I district on which is conducted any commercial use permitted in that district, there shall be provided space for the loading and unloading of goods and materials. These loading spaces shall not be less than fifteen (15’) feet in width, nor less than twenty-five (25’) feet in length, nor less than fourteen (14’) feet in height. Required spaces shall not be within a building, but shall be on the site of the use served or on an adjoining site. On a site adjoining an alley, a required loading space shall be accessible from the alley unless alternative access is approved by the Development Services Director. A required loading space shall be

accessible without backing a truck across a street property line unless the Development Services Director determines that provision of turn-around space is infeasible and approves alternative access. An occupied loading space shall not prevent access to a required off-street parking space. A loading area shall not be located in a required front or corner front yard. Except in a CH or I district, a loading area visible from a street shall be screened on three (3) sides by a fence, wall, or hedge at least six (6') feet in height.

9-2-219 Parking area plan required.
Prior to the construction of an off-street parking area for a non-residential use or a multi-family dwelling with more than four (4) units, a plan shall be submitted to the Development Services Director for the purpose of indicating compliance with the provisions of this article. The plan shall be reviewed and approved in accordance with the procedures for a minor administrative approval as set forth in TMC 9-5-300ART (Minor Administrative & Minor Discretionary Permits). This plan shall include:

(a) The location and placement of required landscaped areas and irrigation layout, including a computation of the required area;

(b) A planting plan including a list of plants by name and size keyed to their location on the parking area;

(c) Location and description of fencing and architectural screen walls;

(d) Location and placement of parking stalls, including bumpers, striping and circulation, and directional signs, with all dimensions to permit comparison with approved parking standards;

(e) Placement and illumination data of parking area lights; and

(f) Method of drainage.

Article 3. Noise Standards

9-2-301 Specific Purposes.
In order to control unnecessary, excessive, and annoying noise and vibration on the City, it is hereby declared to be the policy of the City to prohibit such noise and vibration generated from or by all sources as specified in this article. It shall be the policy of the City to maintain quiet in those areas which exhibit low noise levels and to implement programs aimed at reducing noise in those areas within the City where noise levels are above acceptable values.

It is determined that certain noise levels and vibrations are detrimental to the public health, welfare, and safety and are contrary to the public interest. Therefore, the Council does ordain and declare that creating, maintaining, or causing, or allowing to be created, caused, or maintained, any noise or vibration in a matter prohibited by, or not in conformity with, the provisions of this article is a public nuisance and shall be punishable as such.

9-2-302 Definitions.
For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

“A weighted sound level” shall mean the sound level in decibels as measured on a sound level meter using the A weighting network weighted to the range of human hearing. The level so read is designated dB(a) or dBA.

“Ambient noise” shall mean all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources near and far. For the purpose of this article, the ambient noise level is the level obtained when the noise level is averaged over a period of fifteen (15) minutes without the inclusion of noise from isolated identifiable sources, at the location and time of day near that at which a comparison is to be made.

“Commercial area” shall mean any commercial area as defined in the General Plan and zoning provisions and designated by a “C” prefix in the zoning provisions and on the zoning map.

“Construction” shall mean any site preparation, assembly, erection, substantial repair, alteration, or similar action for or on public or private rights of way, structures, utilities, or similar property.

“Cumulative period” shall mean any additive period of time composed of individual time segments which may be continuous or interrupted.

“Decibel” shall mean a unit for measuring the amplitude of a sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals.

“Emergency work or action” shall mean work or action made necessary to restore property to a safe condition after a public calamity, or work required to protect persons or property from imminent exposure to danger or damage, or work by public or private utilities to restore utility service.

“Fixed noise source” shall mean a stationary device which creates sounds while fixed or motionless, including, but not limited to, residential, agricultural, industrial, and commercial machinery and equipment, pumps, fans, compressors, air conditioners, and refrigeration equipment.

“Impulsive sound” shall mean sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions, drop forge impacts, and the discharge of firearms.

“Industrial area” shall mean any industrial area as defined by the General Plan and zoning provisions and designated by an “I” prefix in the zoning provisions and on the zoning map.

“Intrusive noise” shall mean that noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency and time of occurrence, and tonal or informational content, as well as the prevailing ambient noise level.

“Licensed” shall mean the possession of a formal license or a permit issued by the appropriate jurisdictional authority or, where no permits or licenses are issued, the sanctioning of the activity by the jurisdiction as noted in public records.

“Mobile noise source” shall mean any noise source other than a fixed noise source.

“Motor vehicle” shall mean and include any and all self-propelled vehicles as defined in the Vehicle Code of the State of California, including all on highway type motor vehicles subject to registration under said code and all off highway type motor vehicles subject to identification under said code.

“Muffler or sound dissipative device” shall mean a device consisting of a series of chambers or baffle plates, or other mechanical design, for the purpose of receiving exhaust gas from an internal combustion engine and effective in reducing noise.

“Noise Control Officer” shall mean the City of Turlock code enforcement officer. The Noise Control Officer shall be empowered to enforce the provisions of this article.

“Noise disturbance” shall mean any sound which:

(1) Endangers or injures the safety or health of human beings or animals; or

(2) Annoys or disturbs a reasonable person of normal sensitivities; or

(3) Endangers or injures personal or real property.

“Noise level” shall mean a weighted sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of twenty (20) micropascals. The unit of measurement shall be designated as dBA.

“Noise sensitive zone” shall mean any area so designated for the purpose of ensuring exceptional quiet, for example, a hospital zone, nursing home, or family care home.

“Noise zone” shall mean any defined area or region of a generally consistent land use wherein the ambient noise levels are within a range of five (5) dB.

“Person” shall mean a person, firm, association, partnership, joint venture, corporation, or any entity, public or private in nature.

“Public right of way” shall mean any street, avenue, boulevard, highway, sidewalk, alley, or similar place which is owned or controlled by a governmental entity.

“Public space” shall mean any real property, or structure thereon, which is owned or controlled by a governmental entity.

“Pure tone” shall mean any sound which can be judged as audible by the Noise Control Officer as a single pitch or a set of single pitches.

“Real property boundary” shall mean an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra building real property divisions.

“Residential area” shall mean any residential area as defined in the General Plan and zoning provisions and designated by an “R” prefix in the zoning provisions and on the zoning map.

“Sound amplifying equipment” shall mean any device for the amplification of the human voice, music, or any other sound, excluding standard automobile radios when used and heard only by the occupants of the vehicle in which the radio is installed, and, as used in this article, warning devices on authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.

“Sound level meter” shall mean an instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of sound levels, which meets or exceeds the requirements pertinent for type S1A meters in the American National Standards Institute Specifications for sound level meters, S1.4 1971, or the most recent revision thereof.

“Sound truck” shall mean any motor vehicle, regardless of motive power, whether in motion or stationary, having mounted thereon or attached thereto any sound amplifying equipment.

“Vibration perception threshold” shall mean the minimum ground or structure borne vibrational motion necessary to cause a normal person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or the visual observation of moving objects. The perception threshold shall be presumed to be a motion velocity of .005 in/sec over the range of one to 100 Hz.

“Zone” shall mean any of the zones specified in this Code as such zones are presently identified there and as they may be subsequently modified or altered.

9-2-303 General noise regulations.
Notwithstanding any other provision of this article, and in addition thereto, it shall be unlawful for any person to willfully or negligently make or continue, or cause to be made or continued, any loud, unnecessary, or unusual noise which disturbs the peace and quiet of any neighborhood or which causes any discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. Noncommercial public speaking and public assemble activities conducted on any public space or public right of way shall be exempt from the operation of this article.

9-2-304 Preliminary action.
If it is determined by the responding agency that a sound level in excess of the levels prescribed by this article exists, the following procedures shall be followed:

(a) A written warning shall be issued by the Noise Control Officer or his agent to the person responsible for the event causing the disturbance.

(b) If the disturbance persists for more than fifteen (15) minutes following the notice, or recurs within an eight (8) hour period, then the person responsible for the event causing the disturbance shall be guilty of a violation of this article. Any such violation shall be an infraction.

9-2-305 Factors of determination.
The factors which will be considered in determining whether a violation of the provisions of this article exists shall include, but not be limited to the following:

(a) The sound level of the alleged objectionable noise;

(b) The sound level of the ambient noise;

(c) The proximity of the noise to residential sleeping facilities;

(d) The nature and zoning of the area within which the noise emanates;

(e) The number of persons affected by the noise source;

(f) The time of day or night the noise occurs;

(g) The duration of the noise and its tonal, musical, or informational content; and

(h) Whether the noise is continuous, recurrent, or intermittent.

9-2-306 Noise measurement procedure.
Upon the receipt of a complaint from a citizen, the Noise Control Officer or his agent, equipped with a sound level meter, shall investigate the complaint. The investigation shall consist of a measurement taken according to the Enforcement Manual and the gathering of data to adequately define the noise problem and shall include the following:

(a) **Non-acoustic data.**

(1) The type of the noise source;

(2) The location of the noise source relative to the complainant's property;

(3) The time period during which the noise source is considered by the complainant to be intrusive;

(4) The total duration of the noise produced by the noise source; and

(5) The date and time of the noise measurement survey.

(b) **Acoustic data**. Utilizing the A weighting scale of the sound level meter and the "slow" meter response, the Noise Control Officer or his agent shall measure the sound level at any point on the receiver's property.

9-2-307 Noise Limits.
The provisions of this section address noise intrusions over and above the noise normally associated with a given location (intrusions over the ambient level). The ambient noise varies throughout the community, depending upon proximity to highways, population density, and land use. Difference standards are set for various segments of the community which reflect the existing day and nighttime ambient noise levels.

The ambient noise level is defined in terms of statistical parameters which describe the total noise occurring over any hourly time period.

A noise intrusion is judged by comparing such noise statistics with the noise source on, versus such statistics with the noise source off (the ambient). Violations of the provisions of this article may be cited in terms of particular levels exceeded or in terms of the length of time the intrusive noise exceeded such standards. Compliance with the noise emission standards as set forth in this section shall constitute the elimination of a noise disturbance.

(a) **Exterior noise standards.**

Exterior Noise Limits (Levels Not To Be Exceeded More Than 30 Minutes in Any Hour)				
Receiving Land Use Category	Time Period	Noise Level (dBA) Noise Zone Classification		
		Rural/Suburban	Suburban	Urban
Residential				
One & Two-Family	10:00 p.m. - 7:00 a.m.	40	45	50
	7:00 a.m. - 10:00 p.m.	50	55	60
Multiple Dwelling	10:00 p.m. - 7:00 a.m.	45	50	55
	7:00 a.m. - 10:00 p.m.	50	55	60
Public Space	7:00 a.m. - 10:00 p.m.	50	55	60
Limited Commercial	10:00 p.m. - 7:00 a.m.		55	
Multiple Dwellings	7:00 a.m. - 10:00 p.m.		60	
	10:00 p.m. - 7:00 a.m.		60	
Commercial	7:00 a.m. - 10:00 p.m.		65	
	Any Time		70	
Light Industrial	Any Time		75	
Heavy Industrial				

(1) The classification of different areas of the community in terms of environmental noise zones shall be determined by the Noise Control Officer, based upon the assessment of the community noise survey data and noise contours established by the Noise Element of the General Plan. Additional area classifications should be used as appropriate to reflect both lower and higher existing ambient levels than those shown. Industrial noise limits are intended primarily for use at the boundaries of industrial zones rather than for noise reduction within the zone.

(2) Maximum permissible sound levels for churches and similar organizations using amplified bells, chimes or other similar devices. Any church or similar organization using amplified bells, chimes or other similar devices shall only use same during the time period reflected herein below and shall not exceed the following maximum permissible sound level nor shall the playing period exceed more than thirty (30) minutes in any one hour:

Amplified Bells or Chimes (Not to exceed 30 minutes in one hour)			
Noise Zone	Receiving Land Use Category	Time Period	Maximum Permissible Sound Level (dBA)
All Noise Zones as specified in TMC §9-2-307(a)	All Receiving Land Use Categories as specified in TMC §9-2-307(a)	8:00 a.m. - 10:00 p.m.	60 dBA

(b) **Interior noise standards.**

Maximum Permissible Dwelling Interior Sound Levels			
Noise Zone	Type of Land Use	Time Interval	Allowable Interior Noise Level (dBA)
All	Residential	10:00 p.m. - 7:00 a.m. 7:00 a.m. - 10:00 p.m.	35 45

(1) The interior noise standards for multi-family residential dwellings as set forth in this section shall apply, unless otherwise specifically indicated, within all such dwellings with windows in their normal seasonal configuration.

(2) No person shall operate, or cause to be operated, within a dwelling unit any source of sound or allow the creation of any noise which causes the noise level when measured inside a neighboring receiving dwelling unit to exceed:

(i) The noise standard as specified in this section for a cumulative period of more than five (5) minutes in any hour; or

(ii) The noise standard plus five (5) dB for a cumulative period of more than one minute in any hour; or

(iii) The noise standard plus ten (10) dB or the maximum measured ambient for any period of time.

9-2-308 Maximum permissible sound levels by receiving land uses.
The maximum sound levels shall be determined as follows:

(a) The noise standards for the various categories of land use identified by the Noise Control Officer as set forth in TMC 9-2-307, unless otherwise specifically indicated, shall apply to all such property within a designated zone.

(b) No person shall operate, or cause to be operated, any source of sound at any location within the incorporated City, or allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, which causes the noise level, when measured on any other property, either incorporated or unincorporated, to exceed:

(1) The noise standard for that land use as specified in TMC 9-2-307 for a cumulative period of more than thirty (30) minutes in any hour; or

(2) The noise standard plus five (5) dB for a cumulative period of more than fifteen (15) minutes in any hour; or

(3) The noise standard plus ten (10) dB for a cumulative period of more than five (5) minutes on any hour; or

(4) The noise standard plus fifteen (15) dB for a cumulative period of more than one minute in any hour; or

(5) The noise standard plus twenty (20) dB or the maximum measured ambient level for any period of time.

(c) If the measured ambient level differs from that permissible within any of the first four (4) noise limit categories set forth in subsection (b) of this section, the allowable noise exposure standard shall be adjusted in five (5) dB increments in each category as appropriate to encompass or reflect such ambient noise level. In the event the ambient noise level exceeds the fifth noise limit category, the maximum allowable noise level under such category shall be increased to reflect the maximum ambient noise level.

(d) If the measurement location is on a boundary between two (2) different zones, the noise level limit applicable to the lower noise zone, plus five (5) dB, shall apply.

(e) If possible, the ambient noise shall be measured at the same location along the property line utilized in subsection (b) of this section, with the alleged offending noise source inoperative. If for any reason the alleged offending noise source cannot be shut down, the ambient noise shall be estimated by performing a measurement in the same general area of the source but at a sufficient distance such that the noise from the source is at least ten (10) dB below the ambient in order that only the ambient level is measured. If the difference between the ambient and the noise source is five (5) to ten (10) dB, then the level of the ambient itself can be reasonably determined by subtracting a one decibel correction to account for the contribution of the source.

(f) In noise sensitive zones the maximum permissible sound level shall be exceeded by:

(1) Creating or causing the creation of any sound within any noise sensitive zone so as to exceed the specified land use noise standards set forth in TMC 9-2-307 provided conspicuous signs are displayed indicating the presence of the zone; or

(2) Creating or causing the creation of any sound within or adjacent to any noise sensitive zone containing a hospital, nursing home, school, court, or other designated area so as to interfere with the functions of such activity or annoy the occupancy in the activity provided conspicuous signs are displayed indicating the presence of the zone.

9-2-309 Prohibited acts.
The following acts are hereby prohibited:

(a) **Radios, television sets, musical instruments, and similar devices**. Operating, playing, or permitting the operation or playing of any radio, television set, phonograph, drum, musical instrument, or similar device which produces or reproduces sound in such a manner as to create a noise disturbance, except for activities for which a variance has been issued by the Noise Control Officer;

(b) **Loudspeakers (amplified sound).** Using or operating for any purpose any loudspeaker, loudspeaker system, or similar device such that the sound therefrom creates a noise disturbance, except for any activity, special event or time period for which a variance or permit has been issued by the Noise Control Officer;

(1) **Exception.** Churches and other such organizations may use amplified bells, chimes or similar devices in accordance with the provisions in Section 9-2-307(a)(2).

(2) **Exception.** Amplified sound shall be allowed at Central Park between the hours of 8:00 a.m. and 10:00 p.m. in accordance with the provisions of this article.

(c) **Yelling and shouting.** Loud or raucous yelling, shouting, whistling, or singing so as to cause a noise disturbance;

(d) **Street sales.** The solicitation, sale, or advertising of any product or service by shouting or outcry within any residential or commercial area or noise sensitive zone of the City, except by variance issued by the Noise Control Officer;

(e) **Animals.** Keeping or maintaining, or permitting to be kept or maintained, upon any premises owned, occupied, or controlled by any person any animal which, by any frequent or long continued noise, shall cause annoyance or discomfort to two (2) or more reasonable persons of normal sensitiveness who reside in separate residences (including apartments and condominiums). However, the Noise Control Officer or his agent may proceed on the basis of a complaint of only one person if circumstances are determined to exist whereby a noise disturbance caused by an animal affects only one individual. Any noise which is audible continuously for ten (10) minutes or intermittently for thirty (30) minutes shall be prima facie evidence of such annoyance or discomfort. Factors which can be used to evaluate excessive animal noise include, but are not limited to, (a) the time of day; (b) the pitch; (c) the pattern; (d) the duration; and (e) the frequency of occurrence;

(f) **Loading and unloading.** Loading, unloading, opening, closing, or other handling of boxes, crates, containers, building materials, or similar objects between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to cause a noise disturbance across a residential real property line;

(g) **Construction or demolition.**

(1) **Hours of operation.** Operation or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of 7:00 p.m. and 7:00 a.m. or (8:00 p.m. and 9:00 a.m. on weekends or holidays) such that the sound therefrom creates a noise disturbance across a residential or commercial real property line, except for emergency work or public service utilities or by variance issued by the Noise Control Officer; and

(2) **Noise restrictions at affected properties.** Where technically and economically feasible, construction activities shall be conducted in such a manner that the maximum sound levels at affected properties will not exceed those listed in the following schedule:

(i) **Mobile equipment.** Maximum sound levels for nonscheduled, intermittent, short term operation (less than ten (10) days per month) of mobile equipment:

Mobile Construction Equipment			
Time Interval	One and Two Family Residential	Multiple Family Residential	Commercial & Industrial
Daily 7:00 a.m. - 7:00 p.m. Weekends/Holidays	75	80	85

9:00 a.m. - 8:00 p.m.	60	65	70

(ii) **Stationary equipment.** Maximum sound levels for repetitively scheduled and relatively long term operation (periods of ten (10) days or more per month) of stationary equipment:

Stationary Construction Equipment			
Time Interval	One and Two Family Residential	Multiple Family Residential	Commercial & Industrial
Daily 7:00 a.m. - 7:00 p.m.	60	65	70
Weekends/Holidays 9:00 a.m. - 8:00 p.m.	50	55	60

(h) **Vibration.** Operating or permitting the operation of any device which creates a vibration which annoys or disturbs at least two (2) or more reasonable persons of normal sensitivity who reside in separate residences (including apartments and condominiums) at or beyond the property boundary of the source, on private property, or at least 150 feet (forty six (46) meters) from the source, on a public space or public right of way;

(i) **Motor vehicle noise limits.**

(1) **Motor vehicles.** It shall be the policy of the City to enforce those sections of the Vehicle Code of the State of California regarding motor vehicle noise limits and equipment violations which create noise problems, motor vehicle horns, sound levels emitted from off highway vehicles operating off the public right of way, and successors thereof. Commercial maintenance equipment and machinery shall be equipped with proper mufflers and air-intake silencers in good working order.

(2) **Refuse collection vehicles.** No person shall collect refuse with a refuse collection vehicle between the hours of 6:00 p.m. and 5:00 a.m. of the following day in a residential area.

(3) **Vehicle, motorboat, and aircraft repair and testing.** No person shall repair, rebuild, modify, or test any motor vehicle, motorboat, or aircraft in such a manner as to create a noise disturbance across a residential real property line or at any time to violate the provisions of this article;

(j) **Powered model vehicles.** Operating or permitting the operation of powered model vehicles so as to create a noise disturbance across a residential or commercial real property line or at any time to violate the provisions of this article;

(k) **Emergency signaling devices.**

(1) The intentional sounding or permitting the sounding outdoors of any fire, burglar, or civil defense alarm, siren, whistle, or similar stationary emergency signaling device, except for emergency purposes or for testing as provided in subsection (2) of this subsection;

(2) Sound testing.

(i) Testing of a stationary emergency signaling device shall not occur before 7:00 a.m. or after 7:00 p.m. Any such testing shall use only the minimum cycle test time. In no case shall such test time exceed sixty (60) seconds; and

(ii) Testing of the complete emergency signaling system, including the functioning of the signaling device, and the personnel response to the signaling device, shall not occur more than once in each calendar month. Such testing shall not occur before 7:00 a.m. or after 10:00 p.m. The time limit specified in subsection (i) of this subsection shall not apply to such complete system testing; and

(3) Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm unless such alarm is terminated within fifteen (15) minutes after any single security violation or false alarm.

(l) **Domestic power tools, machinery, heating, venting, or air conditioning (HVAC) equipment.**

(1) Operating or permitting the operation of any mechanically powered saw, sander, drill, grinder, lawn or garden tool, or similar tool between 10:00 p.m. and 7:00 a.m. on weekdays (or 8:00 p.m. and 9:00 a.m. on weekends and legal holidays) so as to create a noise disturbance across a residential or commercial real property line; and

(2) Any motor, machinery, or pump, such as swimming pool or HVAC equipment and the like, installed or replaced after October 11, 1984, shall be sufficiently enclosed or muffled and maintained so as not to create a noise disturbance across a residential or commercial real property line;

(m) **Places of entertainment.** Operating or permitting the operation or playing of any loudspeaker, musical instrument, motorized racing vehicle, or other source of sound which exceeds ninety-five (95) dBA as read on the scale of a sound level meter in any place of public entertainment at any point normally occupied by a customer without a conspicuous and legible sign stating “Warning Sound Levels Within May Cause Hearing Impairment”; and

(n) **Tampering.** The removal or rendering inoperative, other than for purposes of maintenance, repair, or replacement, of any noise control device, or element thereof, of any product required to meet specified noise emission limits under Federal, State, or local laws and the use of such product after its noise control device has been removed or rendered inoperative, other than for purposes of maintenance, repair, or replacement.

9-2-310 Emergency exemptions.
The provisions of this article shall not apply to:

(a) The emission of sound for the purpose of alerting persons to the existence of an emergency; or

(b) The emission of sound in the performance of emergency work.

9-2-311 Miscellaneous exemptions.

(a) **Warning devices.** Warning devices necessary for the protection of the public safety, as, for example, police, fire, and ambulance sirens, shall be exempted from the provisions of this article.

(b) **Outdoor activities.** The provisions of this article shall not apply to occasional outdoor gatherings, public dances, shows, and sporting and entertainment events provided such events are conducted pursuant to a permit or license issued by the City relative to the staging of such events.

(c) **Agricultural operations.** All mechanical devices, apparatus, or equipment associated with acceptable agricultural operations or practices conducted on agricultural property shall be exempt from the provisions of this article. If, however, the operation is in the vicinity of residential land uses, and/or in operation for less than one year, a variance permit shall be required to operate noise producing devices, with the following conditions:

(1) That operations do not take place between 8:00 p.m. and 5:00 a.m.; or

(2) That such operations and equipment are utilized for the protection or salvage of agricultural crops during periods of potential or actual frost damage or other adverse weather conditions; or

(3) That such operations and equipment are associated with agricultural pest control through pesticide applications provided the applications are made in accordance with permits issued by or regulations enforced by the Country Agricultural Commissioner; and

(4) That such devices utilized for pest control which incorporate stationary or mobile noise sources (electro mechanical bird scare devices and the like) are operated only by a permit issued by the Noise Control Officer. The allowable hours and days for the operation of such devices will be specified in the permit; and

(5) That all equipment and machinery powered by internal combustion engines shall be equipped with a proper muffler and air intake silencer in good working order.

(d) **Churches and other similar organizations.** Any church or other similar organization which use unamplified bells, chimes or other similar devices are exempt from the provisions of this article so long as said church or other similar organization plays such between the time period of 8:00 a.m. and 10:00 p.m. and the playing period does not exceed thirty (30) minutes in any one (1) hour.

9-2-312 Federal and State preempted activities.
Any other activity shall be exempt from the provisions of this article to the extent regulation thereof has been preempted by State or Federal laws.

9-2-313 Special variances.
(a) The Planning Commission is authorized to grant variances for exceptions from any provision of this article, subject to limitations as to area, noise levels, time limits, and other terms and conditions as the Planning Commission determines are appropriate to protect the public health, safety, and welfare from the noise emanating therefrom. This section shall in no way affect the duty to obtain any permit or license required by law for such activities.

(b) Any person seeking a variance pursuant to this section shall file an application with the Planning Commission. The application shall contain information which demonstrates that bringing the source of sound or activity for which the variance is sought into compliance with this chapter would constitute an unreasonable hardship on the applicant, on the community, or on other persons. The application shall be accompanied by a fee in the amount of Fifty and no/100ths ($50.00) Dollars. A separate application shall be filed for each noise source; provided, however, several mobile sources under common ownership, or several fixed sources on a single property, may be combined into one application. Notice of an application for a variance shall be published according to this Code. Any individual who claims to be adversely affected by the allowance of the variance may file a statement with the Planning Commission containing any information to support his claim. If at any time the Planning Commission finds that a sufficient controversy exists regarding an application, a public hearing will be held.

(c) In determining whether to grant or deny the application the Planning Commission shall balance the hardship of not granting the variance on the applicant, the community, and other persons against the adverse impact on the health, safety, and welfare of persons affected, the adverse impact on property affected, and any other adverse impacts of granting the variance. Applicants for variances and persons contesting variances may be required to submit such information as the Planning Commission may reasonably require. In granting or denying an application, the Planning Commission shall keep on public file a copy of the decision and the reasons for denying or granting the variance.

(d) Variances shall be granted by notice to the applicant containing all necessary conditions, including a time limit on the permitted activity. The variance shall not become effective until all conditions are agreed to by the applicant. Noncompliance with any condition of the variance shall terminate the variance and subject the person holding it to those provisions of this article for which the variance was granted.

(e) A variance shall not exceed 365 days after the date in which it was granted. Applications for the extension of the time limits specified in variances or for the modification of other substantial conditions shall be treated like applications for initial variances under subsection (b) of this section.

(f) The Planning Commission shall issue guidelines defining the procedures to be followed in applying for a variance and the criteria to be considered in deciding whether to grant a variance.

9-2-314 Variance from time to comply.
On or before January 9, 1985, the owner of any commercial or industrial source of sound may apply to the Planning Commission for a variance in time to comply with the provisions of this article. The Planning Commission shall have the authority, consistent with this section, to grant a variance [not to exceed five (5) years form the effective date of this chapter]. The same procedures and considerations by the Planning Commission as followed under Section 9-2-313 of this article shall likewise apply.

9-2-315 Appeals.
Appeals of an adverse decision of the Planning Commission shall be made to the Council. Reviews by the Council shall be as specified in this Code.

Article 4. Nonconforming Structures and Uses

9-2-401 Specific purposes.

This article limits the number and extent of nonconforming uses by limiting their enlargement, their re-establishment following abandonment, their alteration, their relocation, and their restoration. This article, while permitting the use and maintenance of nonconforming structures, limits their restoration, alteration, enlargement, or relocation upon the site in any manner that would increase the discrepancy between the standards contained in this article and the conditions existing on the subject property.

It is recognized that nonconforming uses and structures generally persist and their appearance gradually deteriorates when the standards for repair and improvement are too restrictive. It is the intent of this article to provide limited but reasonable opportunity for nonconforming uses and structures that are not a public nuisance to be repaired and improved if it is in the public interest. This article also provides for the removal of nonconforming uses and structures or change to conforming uses and structures when such uses and structures are a public nuisance.

9-2-402 Nonconforming Uses.
(a) **Defined.** A nonconforming use is a lawful use of land that does not comply with the current use regulations for its zoning district but which complied with the applicable regulations at the time the use was established. A nonconforming use includes those that operate without a structure.

(b) **Regulations.**

(1) The re-establishment of a legal nonconforming use or the substitution of a nonconforming use of another nonconforming use of the same or more restrictive classification may be made upon approval of a minor discretionary permit in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits). The new nonconforming use must have a similar or less severe impact on its surroundings in terms of noise, traffic, parking, hours of operation and visual incompatibility. Nonconforming uses not meeting these requirements may be allowed upon approval of a conditional use permit in accordance with TMC 9-5-600ART (Conditional Use Permits).

(2) The repair, maintenance, remodel, alteration, and replacement of a structure used for a nonconforming use (and/or site improvements) may be allowed so long as there is no increase in the operation or floor area devoted to the use, or change in the size or location of any structures. The structural and/or site improvements described above may be approved if it can be determined that they do not adversely affect neighboring properties, that they do not increase the degree of nonconformity, and are in the public interest.

(3) The expansion or enlargement of a structure used for a nonconforming use and/or site improvements may be allowed as follows:

(i) Structural improvements that enlarge or expand an existing structure used for a nonconforming use and/or the expansion or enlargement of the site by more than one thousand (1,000) square feet, or more than twenty-five (25%) of the existing structure's floor area or lot area, whichever is greater, may be allowed upon approval of a conditional use permit in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances).

(ii) Structural improvements that enlarge or expand an existing structure used for a nonconforming use and/or the expansion or enlargement of the site by no more than one

thousand (1,000) square feet or no more than twenty-five (25%) percent of the existing structure's floor area or lot area, whichever is greater, may be allowed upon approval of a minor discretionary permit in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(iii) The structural and/or site improvements described above may be approved if it can be determined they will not adversely affect neighboring properties, and are in the public interest.

(iv) The expansion or enlargement of nonconforming residences in nonresidential zoning districts shall comply with the development standards established for the applicable residential zoning district, not the zoning district in which it is located.

9-2-403 Nonconforming Structures.
(a) **Defined**. A nonconforming structure is any building or structure that does not comply with one or more of the regulation limitations on size, height, and location on a lot, or the applicable zoning district in which such building or structure is located (refer to TMC 9-2-507 (Nonconforming signage).

(b) **Regulations.**

(1) The repair, maintenance, remodel, alteration, and replacement of a nonconforming structure where the level of nonconformity is maintained so long as there is no increase in the operation or floor area devoted to the use, or change in the size or location of any structures. The structure improvements described above may be approved if it can be determined they will not adversely affect neighboring properties, and are in the public interest.

(2) The expansion or enlargement of a nonconforming structure used may be allowed as follows:

i) Structural improvements that enlarge or expand an existing structure by more than one thousand (1,000) square feet, or more than twenty-five (25%) of the existing structure's floor area or lot area, whichever is greater, may be allowed upon approval of a conditional use permit in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances).

(ii) Structural improvements that enlarge or expand an existing structure by no more than one thousand (1,000) square feet or no more than twenty-five (25%) percent of the existing structure's floor area or lot area, whichever is greater, may be allowed upon approval of a minor discretionary permit in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(iii) The structural improvements described above may be approved if it can be determined that they do not adversely affect neighboring properties, are in the public interest, and are necessary to ensure visual compatibility with the existing structure.

(iv) The expansion or enlargement of nonconforming residences in nonresidential zoning districts shall comply with the developments standards established for the applicable residential zoning district, not the zoning district in which it is located.

9-2-404 Loss of Nonconforming Status.
A nonconforming use which ceases or a nonconforming structure that is unoccupied for a continuous period of twelve (12) months shall lose its legal nonconforming status. The premises on which the nonconforming use is located shall then be used for conforming uses and the nonconforming structure shall be removed or altered to conform unless a conditional use permit is obtained in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances).

9-2-405 Discontinuance.
(a) **Declaration of unlawful uses or structures.** It is hereby declared that nonconforming uses of land or nonconforming structures within the City of Turlock as set forth in this article that are found to be a public nuisance are detrimental to the orderly development of the City and as detrimental to the health, safety, peace, comfort, and general welfare of persons and property within the City of Turlock. It is further declared to be the policy of the City that such nonconforming uses or structures shall be eliminated as rapidly as may be done without infringing upon the constitutional rights of the owners of such nonconforming property.

(b) **Procedures to determine time for discontinuance.** A nonconforming use or structure that is determined to be a public nuisance and a serious detriment to the health, safety, peace, comfort, and general welfare of persons and property within the surrounding area may be administratively ordered to discontinue upon determination by the Development Services Director, or designee. A nonconforming use or structure shall be discontinued within the following time frame:

(1) A nonconforming use which does not involve the use of a structure shall be discontinued in five (5) years.

(2) A nonconforming use which does involve the use of a structure shall be discontinued in ten (10) years.

(3) A nonconforming structure shall be abandoned or removed in ten (10) years.

(c) **Appeals.** Should an owner of property upon which a nonconforming use has been administratively ordered discontinued disagree with such order, such owner may appeal as provided in Title 1, Chapter 4 of the Turlock Municipal Code.

9-2-406 Replacement and repairs due to damage.
(a) If at any time any nonconforming residential building is damaged or destroyed by fire, flood, explosion, wind, earthquake, war, riot, or other calamity or act of God, such building may be rebuilt within one (1) year to total floor area not exceeding that which such building originally contained and such building may continue as set forth in this article for nonconforming uses and buildings.

(b) Any nonconforming commercial or industrial building or structure damaged by fire, flood, explosion, wind, earthquake, war, riot, or other calamity or act of God to such an extent that repairs or replacements are required, the cost of which exceeds sixty (60%) percent of its current appraised value for tax purposes at the time of damage, exclusive of the foundation, shall not be restored or reconstructed and used as before such happening. If such building is less than sixty (60%) percent damaged above the foundations, it may be restored, reconstructed, or used as before; provided, however, the restoration or reconstruction shall be substantially completed within one (1) year of such happening.

9-2-407 Repairs and maintenance.
Such repairs and maintenance work as required to keep a nonconforming building or structure in sound condition may be made; provided, however, no structural alterations shall be made except as are required by law or authorized by the Planning Commission as a conditional use pursuant to the provisions of TMC 9-5-600ART (Conditional Use Permits and Variances). Except as otherwise provided in this article, the total structural repairs and alterations which may be made to a nonconforming building or structure shall not, during its life subsequent to the date of its becoming a nonconforming use, exceed fifty (50%) percent of its then appraised value for tax purposes unless such building or structure is changed to a conforming use.

9-2-408 Exceptions to provisions.
The provisions of this article shall not require any change in the overall layout, plans, construction, size, or designated use of any development, building, or structure, or part thereof, where official approvals and required building permits have been granted before the effective date of this ordinance, or of any amendment to the provision of this article, the construction of which building, conforming with such plans, shall have been started prior to the effective date of this ordinance, and the completion thereof carried on in a normal manner within the subsequent six (6) month period and not discontinued until completion except for reasons beyond builder's control.

Article 5. Signs

9-2-501 Purpose.
The purpose of this article is to provide minimum standards to safeguard the life, health, property, and public welfare in keeping with the character of the City by regulating and controlling the size, height, structural design, quality of materials, construction, location, electrification, and maintenance of all signs and sign structures not located within a building (except temporary unlighted signs attached to or affixed upon windows) and to accomplish the following results:

(a) To promote and enhance the character of residential neighborhoods and property values by prohibiting obtrusive and incompatible signs; and

(b) To protect and maintain healthy commercial centers and property values for the effective communication of the nature of goods and services and the avoidance of wasteful, ugly, and unsightly competition in signs; and

(c) To provide a reasonable and comprehensive system of controls of signs; and

(d) To encourage a desirable urban character, which has a minimum of overhead clutter; and

(e) To encourage signs which are well designed and pleasing in appearance and to provide incentive and latitude for variety, good design relationship, spacing, and location; and

(f) To attract and direct persons to various activities and enterprises in order to provide for the maximum public convenience; and

(g) To enhance the economic value of the community, and each area of it, through the regulation of the size, location, design, and illumination of signs.

9-2-502 Interpretation.

Whenever a reference in this article is made to “this article,” such reference shall refer to the requirements of the sign regulations. Any ambiguity with other sections of this Code will be resolved by the Planning Commission. The diagrams used in this article are for illustrative purposes only. All text shall take precedence over any illustrations in the event of a conflict. When a conflict with local, Federal, or State regulations occurs, the more restrictive regulations shall govern.

9-2-503 Definitions.
For the purposes of this article, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

“Animated sign” shall mean a sign with motion, flashing lights, or changes in color or intensity utilizing electricity or other sources of energy. This definition shall not include a sign which tells only time and temperature in alternating sequences.

“Architectural projection” shall mean any projection which is not intended for occupancy and which extends beyond the face of an exterior wall of a building and shall include mansard roofs.

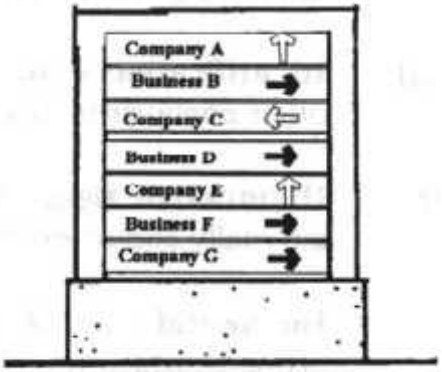
“Banner, flag, pennant or balloon” shall mean any cloth, bunting, plastic, paper, lightweight fabric or similar material that is mounted to a pole or a building for commercial or advertising purposes. This definition shall include captive balloons and inflatable signs but shall not include national flags, state flags, municipal flags, the official flags of foreign nations, or the flags of nationally or internationally recognized organizations.

“Building facade - building wall” shall mean that portion of any exterior elevation of a building extending from grade to the top of the parapet wall, or eaves, parallel to the street and extending the entire width of the building.

“Building frontage” shall mean the length of the side of a building which faces directly upon a public street. For the purpose of this article, “faces directly upon a public street” shall mean the area formed by extending perpendicular lines to the street from the two (2) building sides. This definition does not include any portion of a building which intersects any portion of another structure fronting onto an adjacent street or any portion of another lot.

If a building is curved or triangular, the building frontage shall be the shortest distance between the points on the outside extremity of the building elevation measured parallel to the public street upon which the building fronts.

“Business identification sign” shall mean signage that is limited to the name of the tenant, type of business, and logo of the tenant or business where the logo does not contain product information.



DIRECTORY

“Changeable copy sign” shall mean a sign designed to allow the changing of copy through manual, mechanical, or electrical means. A sign on which the message changes more than eight times per day shall be considered an animated sign. This definition does not include a sign which displays only time and temperature in alternating sequences.

“Civic sign” shall mean a sign, other than a commercial sign, posted to advertise a civic event, public agency, school, church, civic-fraternal organization or similar noncommercial organization.

“Commercial speech” shall mean speech that proposes or invites a commercial transaction primarily aimed at the monetary gain or advertising interest of the advertiser or sponsor.

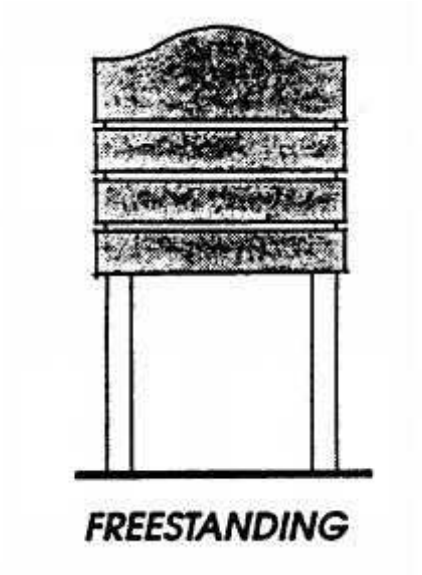
“Common signage program” shall mean a coordinated signage plan for a shopping center or group of individual businesses, whether or not located on a single lot. The common signage plan specifies standards for consistency among all signs on the properties governed by the plan.

“Detached sign.” See “Freestanding sign” in this section.

“Erect” shall mean to build, construct, attach, hang, place, suspend, paint, or affix but shall not include change of copy on a sign.

“Flashing sign.” See “Animated sign” in this section.

“Freestanding sign” shall mean a sign which is supported by one or more columns, uprights, or is braced in or upon the ground and is not attached to any building.



“Freeway” shall mean a highway to which the owners of abutting property have no right or easement of access to or from their property, and which is declared to be such in compliance with the California Streets and Highways Code.

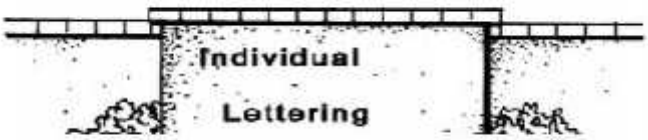
“Historic sign” shall mean a sign which exceeds 30 years in age and exhibits historic, cultural or aesthetic qualities that embody or represent the character of the city.

“Identification sign” shall mean a sign identifying an apartment, residence, school, church, or other nonbusiness use or a use allowed on a lot in a residential zone.

“Illuminated sign” shall mean a sign which is made readable by a source of light, including internally and/or externally lighted signs, and reflectored, glowing, or radiating signs.

“Incidental sign” shall mean a sign that has a purpose secondary to the use of the property where it is located. Generally informational, these signs include posting of “no parking,” “entrance,” “loading only,” and other similar directives. No sign with a legible commercial message shall be considered incidental.

“Individual lettering” shall mean the integration of signage into a building, wall or other architectural feature where the letters are not framed with a background or cabinet.



“Integral roof sign” shall mean any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design. No part of the sign shall extend vertically above the highest portion of the roof and no part of the sign shall be separated from the rest of the roof by a space of more than 6 inches.

“Logo” shall mean an established trademark or symbol identifying a product or use.

“Marquee” shall mean a permanent roofed structure attached to and supported by a building and may project over a public right-of-way.

“Marquee sign - canopy sign” shall mean a sign attached to or constructed on or under a marquee or a canopy.

“Master sign plan” shall mean a coordinated sign plan of one or more signs for an individual building or building complexes with multiple tenants. The plan provides an inventory of approved signage and information including the type, location, height, area and number of signs.

“Miscellaneous sign” shall mean any sign not defined in this section.

“Monument sign” shall mean an independent sign structure supported on a solid base pedestal which is fixed to the ground.

“Nonconforming sign” shall mean a sign which does not conform with the provisions of this chapter, but which:

(1) Was lawfully in existence and in use in the City on the effective date of this ordinance, including signs erected pursuant to variances granted by the City:

(2) Was lawfully in existence and in use on property outside the City on the effective date of annexation to the city, including signs erected pursuant to variances granted by the County; or

(3) Was lawfully in existence and in use in the City on the effective date of any amendment to this chapter that causes the sign to become nonconforming.

“Off-Premise signs” shall mean any sign that advertises goods, products, services or facilities not sold, produced, manufactured or furnished on the premises on which the sign is located. These signs are also known as outdoor advertising signs, billboards, poster panels and snipe signs.

“Permanent sign” shall mean every sign except temporary signs as defined in this section.

“Pole sign” shall mean a freestanding sign independently supported by one or more poles.

“Political sign” shall mean a temporary sign designed for the purpose of expressing support for, or opposition to, a political candidate, campaign issue, or proposition at a public election.

“Portable sign” shall mean an advertising device which is located on the ground, is easily movable, not permanently attached thereto and which is usually two-sided. This definition includes “A” frame signs, swinger signs, sandwich signs, menu boards, and similar signs. This excludes such signs when attached to a vehicle or trailer.

“Projecting sign” shall mean a single- or multiple-faced sign which projects from a building wall farther or covers more space than a shingle sign, as defined in this section, and uses a building wall for support.

“Promotional sign” shall mean any sign erected on a temporary basis to promote or advertise the sale of new products, new management, new business, new hours of operation, a new service or to promote a special sale. Promotional signage also includes banners and portable signs.

“Revolving sign” shall mean a sign which rotates in either part of or a full circle.

“Refacing” shall mean the replacement of the display surface of an existing sign.

“Roof sign” shall mean any sign erected and constructed wholly on and over the roof of a building supported by the roof structure and extending vertically above the highest portion of the roof.

“Shingle sign” shall mean any non-internally illuminated sign which projects eighteen (18") inches or less from the front of the building where the advertised use is located and does not exceed three (3) square feet on each side.

“Shopping center identification sign” shall mean a freestanding sign used to identify a shopping center or group of businesses which function as an integral unit and does not reference or advertise any individual tenant.

“Sign” shall mean any visual device or representation designed and used for the purpose of communicating a message or identifying or attracting attention to a lot, product, service, person, or event. The term “sign” shall include, but is not limited to, banners, pennants, streamers, whirligigs, unusual paint, color, nonstructural displays, and architectural projections, and shall include displays of merchandise or objects indicative of goods or services available if such displays are primarily designed or used, or intended to be used, for sign purposes and located outside of the building.

“Sign face” shall mean the visible surface of a sign, excluding the essential structural elements which are not an integral part of the display. A sign consisting of one or more three (3) dimensional objects, such as balls, cubes, or clusters of objects, shall be deemed to have four (4) sign faces.

“Sign area (surface)” shall mean the number of square feet of the smallest rectangular figure within which a sign face can be enclosed.

“Sign design guidelines” shall mean the adopted principles and standards for the appearance of signs within the City of Turlock which have been incorporated into the City Design Guidelines Handbook.

“Snipe sign” shall mean signs of a temporary nature advertising a specific event or product and which are posted to trees, posts, poles, stakes, fences or similar support structures.

“Temporary sign” shall mean any sign approved for a limited period of time.

“Time and temperature sign” shall mean a sign or the portion of any sign that displays the current time and temperature in alternating sequence.

“Wall sign” shall mean a single-faced sign which is affixed in any manner to or painted on any exterior wall of a building or structure.

“Window sign” shall mean any sign, picture, symbol, or combination thereof, that is placed inside or upon a window with the intent to communicate information about an activity, business, commodity, event, sale, or service.

9-2-504 Permits required.
Except as otherwise provided in this article, it shall be unlawful for any person to erect, alter, reface, or relocate or cause to be erected, altered, refaced, or relocated, within the City any sign without first obtaining a permit to do so from the Development Services Director and paying the required fee. It shall be unlawful for any person to maintain, or cause to be maintained, any sign within the City for which a permit has not been obtained, unless otherwise exempted pursuant to this article.

(a) **Applications.** Applications for the permits required by this article shall be made to the Development Services Director on forms provided by the City, shall be accompanied by a permit fee, and shall comply with all submittal requirements for each individual permit type as outlined in Chapter 9-5 TMC.

(b) **Master or common signage plan.** No permit shall be issued for an individual sign requiring a permit unless and until a Master or Common Signage Plan for the lot on which the sign will be erected has been approved by the Development Services Director as conforming with this section. A Master or Common Signage Plan shall be included in any development plan, site plan, planned unit development plan, or other official plan required by the city for the proposed development and shall be processed simultaneously with such other plan.

(1) **Master signage plan.** A Master Signage Plan shall be established for each property at the time an initial application for signage (See TMC 9-2-505 for application type) is submitted. For any lot on which the owner proposes to erect two (2) or more signs requiring a permit, unless such lot is included in a common signage plan, the owner shall submit the following information for evaluation to the Development Services Director:

(i) A completed plot plan of the lot accurately scaled.

(ii) Location of the buildings, parking lots, driveways, and landscaped areas on such lot.

(iii) Computation of the total sign area, the total area for each individual sign, the height of all signs and the number of each type of sign included in the plan.

(iv) An accurate indication on the plot plan of the proposed location for each present and proposed sign of any type.

(2) **Common signage plan.** An application for a Common Signage Plan may be submitted by the owner(s) of two (2) or more contiguous lots or a single lot with more than one (1) building. The application for a Common Signage Plan shall contain all of the information required for a Master Signage Plan and shall also specify standards for consistency among all signs on the lots affected by the plan with regard to:

(i) Color scheme;

(ii) Lettering or graphic style;

(iii) Location of each sign on each building;

(iv) Material; and

(v) Sign proportions.

For those lots included in a Common Signage Plan, a twenty-five (25%) percent increase in the maximum total sign area shall be allowed for each lot. This bonus shall be allocated within each zone lot as the owner(s) elects. The number of freestanding signs permitted under a Common Signage Plan shall be limited to a total of one (1) for each street on which the lots included in the plan have frontage and shall provide for shared or common usage of such signs.

(3) **Binding effect.** After approval of a Master or Common Signage Plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan. In case of any conflict between the provisions of such a plan and any other provisions of this title, the title shall prevail.

(4) **Amendments to master or common signage plans.** A Master or Common Signage Plan may be amended by filing a new Master or Common Signage Plan that conforms with all requirements of the title then in effect.

(c) **Sign permit.** An application for a sign permit shall be required for all signage determined as being required pursuant to TMC 9-2-505. Signage shall be consistent with the approved master or common signage program, where applicable. The Development Services Director shall check the application to assure compliance with all the provisions of this article and may issue the sign permit upon determining that the proposed signage either conforms with the standards of the master or common signage program or the standards and provisions of this article.

(d) **Permits issued in error.** If a sign permit is issued in error by the Development Services Director, and the sign does not comply with all of the requirements of this article and all other laws and ordinances of the City, the sign permit shall be null and void, and no rights or privileges shall be conferred upon the permittee by such permit.

9-2-505 Sign classifications.

Sign Classifications

E-Exempt SP-Sign Permit

NP-Not Permitted MAA-Minor Administrative Approval

MDP-Minor Discretionary Permit CUP-Conditional Use Permit NA-Not Applicable

Sign Type	**Zoning District**						
	All-R	**C-O**	**C-C**	**C-H**	**C-T**	**I**	**I-BP**
Animated signs (11)	NP	NP	NP	NP	NP	NP	NP

Changeable copy sign	NP	NP	MDP	MDP	MDP	MDP	MDP
Civic signs	MAA	MAA	MAA	MAA	MAA	MAA	MAA
Common sign program	NA	MDP	MDP	MDP	MDP	MDP	MDP
Flashing signs (11)	NP	NP	NP	NP	NP	NP	NP
For sale, rent or lease signs located on the available property (6), (8), (12)	E	E	E	E	E	E	E
Freestanding signs not projecting over public rights-of-way, which do not exceed 3 feet in height	MAA	MAA	MAA	MAA	MAA	MAA	MAA
Freestanding signs not projecting over public rights-of-way, which exceed 3 feet in height	MDP	MDP	MDP	MDP	MDP	MDP	MDP
Freestanding signs which project over public rights-of-way, except as provided for in this chapter	NP	NP	NP	NP	NP	NP	NP
Historical signs	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Illuminated signs (1)	MAA	MAA	MAA	MAA	MAA	MAA	MAA
Incidental signs	SP	SP	SP	SP	SP	SP	SP
Marquee signs – canopy signs	MAA	MAA	MAA	MAA	MAA	MAA	MAA
Memorial signs or tablets which display names of buildings, and dates of erection	E	E	E	E	E	E	E
Miscellaneous signs	CUP	MDP	MDP	MDP	MDP	MDP	MDP
No trespassing signs (2)	E	E	E	E	E	E	E
Off-premises signs	NP	NP	NP	NP	NP	NP	NP
Official Federal, State, or municipal governmental flags, emblems, and historical markers	E	E	E	E	E	E	E
Official Federal, State, or municipal governmental traffic, directional, and informational signs	E	E	E	E	E	E	E

Political signs (3)	E	E	E	E	E	E	E
Portable signs	NP	MDP	MAA	MAA	MAA	MAA	MAA
Projecting signs (4)	NP	MAA	MAA	MAA	MAA	MAA	MAA
Professional occupation signs (5)	E	E	E	E	E	E	E
Reface of an existing conforming sign	SP	SP	SP	SP	SP	SP	SP
Replacement, relocation, or other modification of an existing conforming sign	MAA	MAA	MAA	MAA	MAA	MAA	MAA
Revolving signs	NP	NP	NP	NP	NP	NP	NP
Roof signs	NP	NP	NP	NP	NP	NP	NP
Shingle signs	MAA	SP	SP	SP	SP	SP	SP
Signs or sign programs which do not conform to the area, location, height, or other provisions set forth in this chapter	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Subdivision signs: off-premises (6)	MAA	MAA	MAA	MAA	MAA	MAA	MAA
Temporary construction signs (6)	E	E	E	E	E	E	E
Temporary holiday decorations	E	E	E	E	E	E	E
Temporary non-commercial speech signs on private property (7)	E	E	E	E	E	E	E
Temporary promotional signs (11)	NP	SP	SP	SP	SP	SP	SP
Temporary warning signs (9)	E	E	E	E	E	E	E
Time and temperature signs	NP	NP	MDP	MDP	MDP	MDP	MDP
Traffic or municipal signs, legal notices, railroad crossing signs, public telephone signs, signs marking underground utility facilities, and other safety signs	E	E	E	E	E	E	E

Wall signs (including integral roof signs) (10)	MAA	MAA	MAA	MAA	MAA	MAA	MAA
Window signs	E	E	E	E	E	E	E

(1) Internally illuminated signs located within a residential district or within one hundred fifty (150') feet of the boundary of a residential district shall not be permitted, except when the sign is composed of translucent individual copy letters with an opaque background. The measurement shall be taken from the location of the sign to the nearest residential zoning district, not from the property line of the site where the sign is located.

(2) "No trespassing" signs shall be no larger than three (3) square feet in size and placed in compliance with the requirements of State laws.

(3) Political signs must comply with the height, location, and safety requirements of this article and Code. To be exempt political signs shall not be displayed on traffic or street signs, utility poles, public property, parks, or rights-of-way or on private property without the owners' permission and shall be removed within five (5) days after the election. Signs placed in violation of the provisions of this subsection may be removed without notice.

(4) Projecting signs shall not exceed the height of the wall, parapet wall, or architectural projection; provided, however, the maximum height shall not exceed the limits imposed for the district in which the sign is located.

(5) A sign shall be designated as professional occupational when denoting only the name and profession of an occupant in a commercial building or public institutional building. The area of a professional occupational sign shall not exceed three (3) square feet for each occupant therein. In residential districts, signs denoting the resident of a dwelling shall not exceed one (1) square foot of sign area.

(6) Not to exceed thirty-two (32) square feet for the indication of the owner, builder, architect, sale or lease, and pertinent data regarding building construction on the site during construction only. Separate signs advertising two (2) or more separate subdivisions may be co-located upon a single directory-type sign; in such instances, the overall sign area shall be limited to fifty (50) square feet per side, not to exceed one hundred (100) square feet in total sign area. In no case shall there be more than one (1) off-premises sales sign of any type per lot frontage. No sign shall exceed an overall height of twelve (12) feet in any district.

(7) Such signs shall be displayed for a period not to exceed twenty (20) days. Only one (1) such sign shall be permitted to face onto each street adjacent to the property where the sign is located. Such signs may be single- or double-faced and shall be limited to six (6) square feet per face or less, and shall comply with the height, location, and safety requirements of this chapter and Code.

(8) Such signs may be single- or double-faced and shall be limited to six (6) square feet per face or less on property in residential districts.

(9) Includes signs warning of construction, excavations, or similar hazards so long as the hazard exists, which does not exceed twelve (12) square feet per sign face.

(10) Wall signs shall not exceed the outside wall height of the building. The maximum height shall not exceed the limits imposed for the district in which the sign is located.

(11) Banners, pennants, flags, sno-cones, buntings and the like for new or used retail vehicle sales may be allowed in proportion to the size of the site subject to an annual sign permit review by the Planning Division. The locations of such devices shall be limited to light poles or similar anywhere on the site, except where it may constitute a vision or public safety hazard. The devices shall be maintained in a clean, neat and untattered condition with replacement as necessary to ensure they do not become dirty, loose or tattered. Non-metallic helium balloons and other inflatables may be displayed on weekends (Friday 12:00 noon through Sunday 12:00 midnight), provided they do not exceed fifty (50') feet in height or project over the public right-of-way.

(12) For sale, rent or lease signs that are thirty-two (32) square feet or less in size are Exempt; those from thirty-three (33) to one hundred (100) square feet require a Minor Discretionary Permit; and those larger than one hundred (100) square feet require a Conditional Use Permit.

9-2-506 Sign standards.

Sign Characteristics							
Characteristic	**Zoning District**						
	All-R	**C-O**	**C-C**	**C-H**	**C-T**	**I**	**I-BP**
Maximum sign area (square feet) (1)	12(2)	0.5:1	1:1	1:1	1:1	1:1	1:1
Sign area for signs composed solely of individual lettering	12(2)	0.75:1	1.25:1	1.25:1	1.25:1	1.25:1	1.25:1
Overall sign height (feet)	6	12	20	20	20	20	12

(1) Ratios are based on the number of square feet of sign area per lineal foot of building frontage.

(2) For multi-family dwellings containing five (5) to twenty-nine (29) units, the maximum area is twenty-five (25) square feet. For multi-family dwellings containing thirty (30) or more units, the maximum area is thirty (30) square feet per street frontage with a maximum of two (2) signs.

(a) **Sign height.** Sign height shall be measured from the curb or center line of the adjacent street to the highest point of the sign structure.

(b) **Sign area.** The sign area consists of the entire face of a sign, including the surface and any framing, projections, or molding, but not including the support structure. Individual lettering mounted on a building or structure shall be determined by the smallest rectangle enclosing the sign copy.

Sign Area = X * Y

Sign Copy = (A * B) + (C * D)

(c) **Multiple signs.** Except as otherwise provided in this article, when more than one sign is located on property, the area of all signs, except temporary signs, shall be included in determining the total sign area allowed for the property on which such signs are located.

(d) **Double-faced signs.** When a sign has two (2) or more faces, the area of all faces shall be included in determining the area of a sign. Both faces shall be parallel, and the distance between faces shall not exceed two (2') feet. Both faces of a double-faced sign shall be considered in determining the sign area.

(e) **Three-dimensional objects.** When a sign consists of three-dimensional objects which do not exceed two (2') feet in diameter, depth, or dimension, the area of only one face shall be considered in determining the sign area. If the diameter, depth, or dimension exceeds two (2') feet, the area of all faces shall be included in determining the area of the sign.

(f) **Single sign.** No single sign shall exceed three hundred (300) square feet in area, nor shall there be in excess of three hundred (300) square feet of sign area on any lot, except as provided for in this article.

(g) **Freestanding sign.** A freestanding sign, which is limited to business identification only, may be allowed provided it does not exceed a total sign area of one hundred (100) square feet, and does not exceed fifty (50) square feet on any side, and does not exceed the sign height restrictions for the district or exceed other provisions of this chapter. Freestanding signs which exceed these standards may be allowed subject to the requirement of first obtaining a conditional use permit pursuant to TMC 9-5-600ART (Conditional Use Permits and Variances).

(h) **Exceptions.** Exceptions to the sign area regulations set forth in this article may be first obtaining a conditional use permit pursuant to TMC 9-5-600ART (Conditional Use Permits and Variances).

(i) **Prohibited signs.**

(1) **Obscene matter.** It shall be unlawful for any person to display or post any sign which communicates obscene, indecent, or immoral matter.

(2) **Signs advertising "adult entertainment."** No sign advertising "adult entertainment" (as defined in the Turlock Municipal Code) shall be allowed within five hundred (500') feet of any school facility.

(3) **Snipe signs.** Temporary signs posted to posts, trees, utility poles, fences or similar support structures for the purpose of advertising an event or product not located on the property shall be prohibited. Any sign posted illegally as such may be removed without notice by the Development Services Director or his/her designee.

(j) **Sign locations.**

(1) **Location required by Codes.** The location of each sign shall be in compliance with the Building, Electrical, Sign, and Fire Codes and the zoning regulations and other laws of the City and State as they now exist or may hereafter exist.

(2) **Signs over public rights-of-way.** Signs shall not extend over public rights-of-way or over areas within official plan lines for streets which have been adopted or which hereafter may be adopted, except in the Commercial District. In a Commercial District, signs may be permitted to extend over a street or other public right-of-way subject to the following:

(i) The sign may extend over the street or right-of-way two-thirds (2/3) the distance from the property line to the curb face, or six and one-half (6-1/2') feet, whichever is less.

(ii) Signs which project into a street or public right-of-way more than (2") inches shall have a minimum clearance of eight (8') feet above the public right-of-way.

(iii) Every sign which projects into a street or right-of-way more than one foot shall be multi-faced and fully enclosed.

(3) **Signs on public property.** Any sign erected or placed upon public property in violation of the provisions of this article may be summarily removed or destroyed by the Development Services Director.

(4) **Freeway-oriented signs.** Freeway-oriented signs to advertise a commercial business located on properties within 750 feet of a freeway may be permitted subject to obtaining an approved Minor Discretionary Permit in accordance with Section 9-5-307 et. seq. The maximum height for freeway signs is subject to the standards for the district it is located in, but may be measured from the center line of the overpass. The maximum sign area permitted for an individually-mounted pole sign with freeway orientation is one hundred (100) square feet. If a freeway-oriented sign is not mounted individually on a pole, the maximum sign area allowed is three hundred (300) square feet.

(5) **Overlay Districts.** All signage located within an established overlay district shall comply with the requirements established for such district.

(6) **Prohibited locations.** No sign shall be erected or maintained in the following locations:

(i) At the intersection of any streets or driveway approach in such a manner as to obstruct the free and clear vision of pedestrians or vehicular traffic; or

(ii) At any location where, by reason of the position, shape, color, words, phrases, symbols, or for any other reason, the sign may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device.

(k) **Temporary signs.** Temporary signs may be erected any place a permanent sign may be located and at locations approved by the Development Services Director. All temporary signs shall comply with the height, location, and area requirements of this article. Temporary signs may be permitted subject to first obtaining a sign permit and complying with the following conditions:

(1) A sign permit shall have been obtained from the Development Services Director who, prior to the issuance of such permit, shall have determined that the proposed location, method of installation, and support of the temporary sign will not endanger the public health, welfare, or safety.

(2) A temporary sign to advertise a commercial business or activity shall be allowed on any commercially zoned property not to exceed a total of sixty (60) days in one calendar year.

(3) Banners or similar temporary signs which announce a civic or charitable activity may be allowed in the public right-of-way with the consent and subject to the conditions of the Community Development Director.

(4) A temporary sign advertising a religious, charitable, cultural, or educational organization or activity in a residential district shall be allowed provided:

(i) The total display service area of the sign does not exceed thirty-six (36) square feet;

(ii) The sign does not exceed six (6') feet in height; and

(iii) The sign is located at least five (5') feet inside the property line in residentially zoned areas and at least two (2') feet inside the property line in other areas.

(l) **Portable signs.** One portable frame sign constructed of permanent materials may be allowed for each business location under the following conditions:

(1) The business is not part of a shopping center complex, multi-unit commercial development, or office complex, consisting of two or more units.

(2) The sign does not exceed two (2') feet in width by four (4') feet in height.

(3) The sign is permitted as part of the Master Signage Plan for the location.

(4) The sign is not located in the public right-of-way, or the clear vision triangle near a driveway or road intersection as determined in TMC 9-2-215.

(m) **Promotional signage.** Each commercial business shall be allowed exterior promotional displays (including banners) equal to a maximum of 10 percent of the otherwise allowable sign area for the location when:

(1) Placed in a location where approved as part of a Master Signage Plan for the property.

(2) No more than one such display is used.

(3) They are displayed no more than 14 days in a row and 60 days in a calendar year.

(n) **Incidental signs.** Incidental signs are limited to a maximum of one sign per entrance to the property with no more than two permitted per business.

(o) **Design, construction and maintenance.** All signs shall be designed, constructed and maintained in accordance with the following standards:

(1) All signs shall comply with applicable provisions of the California Building Code and the electrical code of the City at all times;

(2) Except for banners, flags, temporary signs, and window signs conforming in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, building or other structure by direct attachment to a rigid wall, frame or structure.

(3) All signs, parts, portions, units, and materials composing the sign, together with the frame, background, supports, or anchorage, shall be maintained in proper repair by the owner of the sign and/or the owner of the property on which the sign is located.

(4) All signs erected in the City shall be subject to inspection by the Development Services Director to assure compliance with all the provisions of this article and all other laws and ordinance of the City. Signs incorporating electrical wiring shall be inspected and approved by the Chief Building Official prior to erection, unless such sign bears the seal of approval of the National Board of Fire Underwriters.

9-2-507 Nonconforming signage.
A nonconforming sign shall not be replaced, refaced, altered, reconstructed, relocated, or expanded in any manner unless and until the sign is made to conform with the provisions of this article. Ordinary maintenance and minor repairs which will not increase the normal life of the sign and which are required for safety purposes will be permitted. Structural alterations to a nonconforming sign shall be prohibited, except to make such sign conforming.

(a) **Conformance.** No nonconforming sign shall be required to conform with the provisions of this article, except on the occurrence of any of the following events:

(1) **Discontinuance of use.** If the use of a nonconforming sign for the business advertised by a nonconforming sign is discontinued for a period of three (3) months or longer, such sign shall not thereafter be used unless and until the sign is made to conform to this article; or

(2) **New construction or change in use.** The occurrence of any of the events specified in TMC 7-2-202 requiring public improvements and dedications pursuant to said section.

9-2-508 Unsafe and unlawful signs.
If the Development Services Director shall find that any sign regulated by this article is unsafe or insecure, or is a menace to the public, or is in a dilapidated, decayed, or neglected state, or has been constructed or erected or is being maintained in violation of the provisions of this article, the Planning Director shall give written notice to the permittee or owner thereof and/or the owner of the property upon which the sign is located. If the permittee or owner and/or owner of the property on which the sign is located fails to remove or alter the structure so as to comply with the standards set forth in this article within (10) days after such notice, such sign may be removed or altered to comply by the Development Services Director, and any expense incidental thereto shall be paid by the permittee or owner of the sign and/or owner of the property on which the sign is located.

(a) **Immediate peril.** Any sign found to be unsafe and to be an immediate peril to persons or property may be removed summarily and without notice by the Development Services Director. The cost of such removal shall be paid by the permittee and/or sign owner and/or assessed against the owner of the property on which the sign is located and made a lien on such property.

9-2-509 Compliance with chapter provisions: Nuisances: Abatement.
The Council hereby determines that the public peace, safety, morals, health, and welfare require that all signs heretofore constructed or erected in violation of any law or ordinance of the City in effect at the time such sign was constructed or erected be and they are hereby made subject to the provisions of this article, and shall conform and comply with such requirements forthwith, and that all signs which shall hereafter be constructed or erected in violation of the provisions of this article shall be and they are hereby declared public nuisances to be removed and abated in the manner provided in this article.

9-2-510 Noncompliance.

Noncompliance with the provisions of this ordinance shall be defined as the following:

(a) Failure to obtain the necessary permits or other approvals as set forth in this article and title;

(b) Exempt signs displayed, created, or sized, incorrectly;

(c) Any sign constructed or erected in violation of the provisions of this article and title, and the other provisions of this Code as may be applicable.

9-2-511 Removal, Costs, and Enforcement.
It shall be the duty of the Neighborhood Preservation Officer, the Chief of Police, and the Development Services Director to enforce the provisions of this article. Any violation of this article shall be deemed a nuisance and enforcement proceedings shall be pursuant to Article 3 of Chapter 5-5: Nuisance Abatement Procedures.

9-2-512 Appeals by persons aggrieved.
Any person aggrieved by any decision or order of the Development Services Director pursuant to this article may appeal such decision or order to the Planning Commission in the manner set forth in Chapter 4 of Title 1 of the Code.. Appeals of Planning Commission decisions may be made as set forth in TMC 9-5-130: Appeals: Authorized.

Article 6. Wireless Communication Facilities

9-2-601 Purpose.
With the rapid growth of the telecommunications industry and subsequent development of wireless communication facilities, the purpose of this article is to:

(a) Provide the regulatory mechanism that accommodates the installation and development of wireless communication facilities, whose services benefit the residents of Turlock.

(b) Define the development standards for the placement and construction of wireless communication facilities consistent with the Federal Telecommunications Act of 1996.

(c) Minimize the proliferation of these facilities by encouraging co-location.

(d) Minimize the visual impacts these facilities can create in the community by promoting well-designed, inconspicuous, and appropriately placed facilities.

9-2-602 Definitions.
For the purposes of this article, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

(a) **Antenna.** Any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or receiving of electromagnetic radio frequency waves.

(1) **Building mounted.** An antenna which is affixed to or supported by the roof or exterior wall of a building or other structure.

(2) **Ground mounted.** An antenna which is fully or partially supported by a platform, framework, pole, or other structural system that is affixed to or placed directly on or in the ground.

(b) **Co-location.** The location of two or more wireless communication facilities on a single support structure or otherwise sharing a common location. For the purposes of this article, co-location shall also include the location of wireless communication facilities with other facilities such as light standards, and other utility facilities and structures.

(c) **Communication tower.** Any structure which is used to transmit or receive electromagnetic radio frequency waves or that supports such a device.

(d) **Electromagnetic radio frequency waves.** Waves of electric and magnetic energy radiating away from a transmission source to be picked up by a receiving antenna for the purpose of communicating information.

(e) **Stealth facility.** Any communication facility which is designed to blend into the surrounding environment, and is visually unobtrusive Examples of stealth facilities may include architecturally screened roof-mounted antennas, facade mounted antennas painted and treated as architectural elements to blend with an existing building, facilities designed to mimic trees (palms, pines, and the like), flag poles, church steeples, signs, and other similar structures.

(f) **Wireless communication facility.** A facility containing communication towers and/or antennas and any related equipment for the purpose of transmitting or receiving electromagnetic radio frequency waves.

9-2-603 Compliance with applicable codes.
Every wireless communication facility constructed within the City of Turlock shall comply with all safety standards of the American National Standards Institute, Institute of Electrical and Electronic Engineers, Public Utilities Commission, Federal Communications Commission, California Building Code, National Electrical Code, the Turlock Municipal Code and any other codes and standards as applicable.

9-2-604 Permits required.
All wireless communication facilities shall be subject to the following permitting:

(a) **Exempt.** New wireless communication facilities which will be co-locating on or within an existing approved tower or facility shall be exempt. New facilities must incorporate the same stealthing technique as utilized on the existing wireless communication facility.

(b) **Minor Discretionary Permit.** The following facilities require a Minor Discretionary Permit:

(1) All building mounted facilities, located in industrial or the Heavy Commercial (C-H) zoning districts (including Planned Developments of an industrial or heavy commercial nature), which comply with the regulations contained in this article including, but not limited to height, location and screening.

(2) All ground mounted facilities located in an industrial zoning district (including Planned Developments of an industrial nature), which are located at least 500 feet from a residential zoning district or the boundary of the Beautification Master Plan Area, and comply with the height, location, and screening requirements contained within this article. An application for

a Minor Discretionary Permit for a wireless communication facility may be granted as provided in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits), and if it is found that all of the following additional findings can be made:

(i) The design and placement of the wireless communication facility, including support equipment and structures, will not adversely impact the use of the property, other buildings and structures located on the property, or the surrounding area or neighborhood.

(ii) The applicant has demonstrated that the wireless communication facility will have the least possible visual impact on the environment taking into account technical, engineering, economic and other relevant factors.

(iii) The wireless communication facility complies with the height, screening, and visual compatibility requirements contained within this article.

(c) **Conditional Use Permit.** The facilities that require a conditional use permit include:

(1) All ground mounted facilities that are located in an industrial zoning district, but are within 500 feet of the Beautification Master Plan area or a residential zoning district.

(2) All facilities that do not comply with the height, location, or visual compatibility and screening requirements within this article.

(3) Facilities in residential (R) zoning districts. Only facilities which are building mounted, entirely stealthed, or totally enclosed within a building shall be permitted in any residential district. Building mounted facilities in a residential district shall be located or screened so as to prevent any public view or architecturally designed to appear as an integral part of the building on which it is attached. Only residentially zoned properties one (1) acre in size, or larger, shall be considered for freestanding wireless communication facilities, unless the applicant can substantiate that the facility is designed to minimum visual impact to neighboring properties.

(4) For those facilities where it is determined the project may create a significant impact to the neighborhood.

(5) An application for a conditional use permit for a wireless communication facility may be granted as provided in TMC 9-5-600ART, and if it is found that the following additional findings can be made:

(i) The design and placement of the wireless communication facility, including support equipment and structures, will not adversely impact the use of the property, other buildings and structures located on the property, or the surrounding area of neighborhood.

(ii) The applicant has demonstrated that the wireless communication facility will have the least possible visual impact on the environment taking into account technical, engineering, economic and other relevant factors.

(iii) The approval of the proposed wireless communication facility will not affect the purposes of this article as defined in TMC 9-2-601.

(iv) The proposed wireless communication facility conforms to the greatest extent possible with the provisions of this article.

9-2-605 Application requirements.
Prior to application submittal, applicants shall meet with Planning staff concerning the proposed project to review potential sites based upon the applicant's geographic service area and to determine the appropriate review process based upon the location and type of proposed facility.

(a) **Additional materials required.** In addition to the other information and materials required as part of a Minor Discretionary Permit or Conditional Use Permit application, any application for a Wireless Communication Facility shall also provide the following:

(1) **Base Map.** The map must show parcel boundaries with the subject property highlighted and all zoning districts within 500 feet of the subject property clearly noted.

(2) **Master Propagation Plan.** The Master Propagation Plan shall include a narrative, in lay terms, and graphic representation showing the location and type of all existing facilities, plus the applicant's proposed facilities during the next twelve (12) calendar months, within the boundaries of the City and the surrounding one-half (1/2) mile thereof.

(3) **Site Justification Study.** All applicants shall complete a site justification study, and include the following information:

(i) **Rationale.** Site location; site description; top three alternate locations; radio frequency cluster map and search ring for proposed site; reasons for choosing final location; how site design minimizes impact on surrounding land uses; site demand (capacity/coverage);

(ii) **Co-location.** Is site suitable for future co-location and why or why not; could site be collocated at existing nearby site and why or why not.

(iii) **Height.** Using non-technical language, describe the reasoning for the requested height of the proposed facility.

(iv) **Equipment.** Describe the potential to place all support equipment underground.

(v) **Use of site.** Provide a statement of intent on whether there will be any excess space available and if it may be leased.

(vi) **Contact person.** If the applicant's representative is not the contact person, an individual or individuals who are available to meet with or respond to questions and concerns from residents, business or property owners regarding the proposed facility.

9-2-606 Height.
All wireless communication equipment, antennas, poles, or towers shall be constructed at the minimal functional height. Building mounted facilities shall not exceed fifteen (15') feet in height greater than the maximum height permitted for the district in which it is located. Height limits for all ground mounted facilities shall be subject to the following standards:

Maximum Height for Ground Mounted Facilities	
Distance from a residential (R) district*	**Maximum Height**
Between 0-25 feet	1 foot per 1 foot of distance from a residential district
Between 25-50 feet	25 feet
Between 50-150 feet	35 feet
Greater than 150 feet	50 feet

** Distance is measured from the proposed facility to the nearest R district boundary.*

9-2-607 Location.
(a) New wireless communication facilities shall be co-located with other existing or planned facilities where feasible or where found to minimize visual impact.

(b) No facility that is readily visible from off-site shall be installed closer than any other facility that is readily visible, unless it utilizes stealth technology in its design.

(c) At a minimum, all new facilities shall comply with the following setback requirements: For every one (1) foot in height of the proposed facility, the facility shall be setback one (1) foot from any street frontage.

9-2-608 Residential (R) districts.
Only those facilities which are building mounted, entirely stealthed, or totally enclosed within a building shall be permitted in any residential district.

9-2-609 Visual compatibility and screening.
(a) All wireless communication facilities shall be screened or camouflaged so as to not be readily visible from off-site. Existing site features shall be used to screen the facility, including equipment panels or structures, where possible. Such screening shall include dense evergreen landscaping, solid fencing, or a combination of both.

(b) All towers, antennae, equipment structures or panels must be architecturally and visually compatible with surrounding buildings, structures, vegetation and/or uses in the area.

(c) All antennas, towers or related equipment shall be coated with a non-reflective finish or paint consistent with the background area where the facility is to be placed.

(d) Building-mounted antennas and all other equipment shall be in scale and architecturally integrated with the building design in such a manner as to be visually unobtrusive.

9-2-610 Discontinuance of use.
The service provider of a wireless communication facility shall notify the City of the intent to discontinue operation no less than thirty (30) days before discontinuance. Upon the

discontinuance of use, all related equipment shall be removed and the property restored to the pre-construction condition within ninety (90) days of the cessation of operation.

Chapter 9-3
BASE DISTRICT REGULATIONS

Sections:

Article 1. Agricultural District (A)

9-3-101 Specific purposes.

9-3-102 Use classifications.

9-3-103 Property development regulations.

Article 2. Residential Districts (R-E, R-L, R-L4.5, R-M, R-H)

9-3-201 Specific purposes.

9-3-202 Use classifications.

9-3-203 Property development regulations.

Article 3. Commercial Districts (C-O, C-C, C-T, C-H)

9-3-301 Specific purposes.

9-3-302 Use classifications.

9-3-303 Property development regulations.

Article 4. Industrial Districts (I-BP & I)

9-3-401 Specific purposes.

9-3-402 Use classifications.

9-3-403 Property development standards.

Article 5. Public & Semipublic District (P-S)

9-3-501 Specific purposes.

9-3-502 Use classifications.

9-3-503 Development regulations.

Article 1. Agricultural District (A)

9-3-101 Specific purposes.
In addition to the purposes listed in TMC 9-1-103, the specific purposes of the Agricultural District regulations are to preserve and protect agricultural land from urban development; and in certain instances, permit agriculture as an interim use until development occurs.

9-3-102 Use classifications.
In the following schedule, the letter “P” designates use classifications permitted in A Districts, the letters “NP” designate use classifications not permitted, the letters “MAA” designate use classifications allowed on approval of a minor administrative approval, the letters “MDP” designate use classifications allowed on approval of a minor discretionary permit, and the letters “CUP” designate use classifications allowed on approval of a conditional use permit.

All new or expanded uses of a site or structure shall obtain the necessary permits as indicated in the following schedule.

All new or expanded uses of a site or structure, except a single-family dwelling, involving an expansion of floor area of one thousand (1,000) square feet or twenty-five (25%) percent of the existing building floor area, whichever is less, are subject to design review in accordance with Article 10 of Chapter 9-5 TMC. New or expanded uses subject to design review shall obtain an MDP design review permit. 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.

Any change in use or business within an existing structure that is permitted or, in the opinion of the Development Services Director, is suitable to the site and structures in which it is located and does not increase the intensity or impact of its prior use, shall obtain a zoning certificate in accordance with Article 2 of Chapter 9-5 TMC, Zoning Certificates and Home Occupation Permits. 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 schedule 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 Development Services Director or designee.

A DISTRICT (Agricultural District)
USE CLASSIFICATIONS
P Permitted
NP Not Permitted
MDP Minor Discretionary Permit
MAA Minor Administrative Approval
CUP Conditional Use Permit

	A	Additional Use Regulations
Agricultural Uses	P	
Residential Uses		
Family day care homes		
Large	MAA	(1)
Small	P	
Group Quarters		
Large	MDP	
Small	P	
Home occupations	P	(2)
Emergency shelter	NP	
Manufactured housing	MAA	(9)
Single-family dwellings	P	
Second dwellings	P	(3) (7) (8)
Public and Semipublic Uses		
Religious assembly	CUP	
Utilities		
Major	CUP	
Minor	P	(6)
Accessory Structures and Uses	P	(4)
Domesticated animals	P	(5)
Temporary Uses	See TMC 9-5-500ART (Temporary Uses of Land)	
Nonconforming Uses and Structures	See TMC 9-2-400ART (Nonconforming Structures and Uses)	

(1) See TMC 9-2-110, Family day care home.

(2) See TMC 9-5-200ART (Zoning Certificates and Home Occupation Permits).

(3) See TMC 9-2-119, Second dwelling units.

(4) See TMC 9-2-101, Accessory buildings or structures.

(5) The keeping of domesticated animals is subject to TMC 6-1-105. Livestock and domestic farm animals, used interchangeably in the Turlock Municipal Code, may be kept as an accessory use to a residence only in the following zoning districts: (Agriculture (A) and Estate Residential (R-E)).

(6) Minor utilities shall not interfere with the use, enjoyment or aesthetics of adjacent uses.

(7) Employee, supportive, and transitional housing serving six (6) or fewer people is permitted by right. Transitional housing and supportive housing shall be considered a residential use of property,

and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

(8) Any employee housing consisting of no more than thirty-six (36) beds in a group quarters or twelve (12) units or spaces designed for use by a single family or household shall be deemed an agricultural use and subject to the same permitting requirements.

(9) Manufactured housing shall be subject to architectural review to ensure compatibility with adjacent residential buildings in terms of scale, height, and exterior design and treatment as provided in the design guidelines, including but not limited to roof pitch and style, window and door detailing, exterior materials, textures, colors, and finishes.

9-3-103 Property development regulations.
The following schedule prescribes development regulations for the Agricultural (A) District. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to TMC 9-5-300ART.

A DISTRICT (Agricultural District) PROPERTY DEVELOPMENT REGULATIONS		
	A	**Additional Regulations**
Lot area (acres)	5	(1)
Lot area per unit (acres)	5	
Lot width (ft.)	200	
Yards:		(2)
Front (ft.)	50	
Side (ft.)	50	
Corner side (ft.)	50	
Rear (ft.)	50	
Maximum height (ft.)	50	(3)
Fences and walls	All fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility). Barbed wire and electrified fences may be utilized to contain livestock subject to the standards contained in TMC 9-2-126 (Electrified fences). Razor wire is prohibited.	
Additional Regulations	See TMC 9-2-200ART (Off-street parking and loading regulations).	
	See TMC 9-2-215 (Driveway and corner visibility).	
	See TMC 9-2-500ART (Signs).	
	See TMC 9-2-112 (Outdoor storage).	
	See TMC 9-2-101 (Accessory buildings or structures).	
	See TMC 9-2-120 (Underground utilities).	
	See TMC 9-2-400ART (Nonconforming Structures and Uses).	

	See TMC 9-2-114 (Permitted locations of mobile homes, recreational vehicles, and campers.)

(1) See TMC 9-2-106 (Development on existing lots of record). See TMC 9-2-107 (Development on lots divided by district boundaries). Minimum lot sizes may be reduced when the exclusive use of such lots is intended for utility substations, pumping stations, and similar facilities.

(2) See TMC 9-2-105 (Building projections into yards).

(3) See Section 9-2-108 (Exceptions to height limits).

Article 2. Residential Districts (R-E, R-L, R-L4.5, R-M, R-H)

9-3-201 Specific purposes.
In addition to the purposes listed in TMC 9-1-103, the specific purposes for the regulations of each Residential District are to:

(a) **Residential estate (R-E).**

(1) Provide living areas which combine certain advantages of both urban and rural location by limiting development to very low density concentrations of one (1) family dwellings;

(2) Provide transition or buffer areas between intense residential urban uses and agricultural preserves to avoid or lessen conflicts of use.

(b) **Low density residential (R-L and R-L4.5).**

(1) Provide appropriately located areas for single-family dwellings that are consistent with the General Plan and with standards of public health and safety established by the Turlock Municipal Code;

(2) Provide adequate light, air, privacy, and open space for each dwelling unit and protect residents from the harmful effects of excessive noise, population density, traffic congestion and other adverse environmental impacts;

(3) Achieve design compatibility through the use of site development standards.

(c) **Medium density residential (R-M).**

(1) To limit the expansion of the City in order to preserve agricultural lands and maintain a compact urban form, while responding to many households' preference for single-family units;

(2) Provide appropriately located areas for single-family and medium density multifamily dwelling units consistent with the General Plan and with standards of public health and safety established by the Turlock Municipal Code;

(3) Provide adequate light, air, privacy, and open space for each dwelling unit and protect residents from the harmful effects of excessive noise, population density, traffic congestion and other adverse environmental impacts;

(4) Achieve design compatibility with adjacent uses through the use of site development standards.

(d) **High density residential (R-H).**

(1) Provide appropriately located areas for high density multiple-family dwelling units consistent with the General Plan and with standards of public health and safety established by the Turlock Municipal Code;

(2) Provide affordable housing for all economic segments of the community and conserve land while maintaining a compact urban form;

(3) Provide adequate light, air, privacy, and open space for each dwelling unit and protect residents from the harmful effects of excessive noise, population density, traffic congestion and other adverse environmental impacts;

(4) Achieve design compatibility through the use of site development standards.

9-3-202 Use classifications.
In the following schedule, the letter "P" designates use classifications permitted in R Districts, the letters "NP" designate use classifications not permitted, the letters "MAA" designate use classifications allowed on approval of a minor administrative approval, the letters "MDP" designate use classifications allowed on approval of a minor discretionary permit, and the letters "CUP" designate use classifications allowed on approval of a conditional use permit.

All new or expanded uses of a site or structure shall obtain the necessary permits as indicated in the following schedule. Any change in use or business within an existing structure which does not require an approved conditional use permit shall obtain a zoning certificate in accordance with Article 2 of Chapter 9-5 TMC, Zoning Certificates and Home Occupation Permits. 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 schedule 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 Development Services Director or designee.

R DISTRICTS (Residential Districts) **USE CLASSIFICATIONS** **P Permitted** **NP Not Permitted** **PD Planned Development** **CUP Conditional Use Permit** **MDP Minor Discretionary Permit** **MAA Minor Administrative Approval**						
	R-E	**R-L**	**R-L4.5**	**R-M**	**R-H**	**Additional Use Regulations**
Agricultural Uses						
Community garden	CUP	CUP	CUP	CUP	CUP	(1)
Crop production	P	P	P	P	P	(1)
Domesticated animals	P	P	P	P	P	(2)
Residential Uses						

Condominiums	PD	PD	PD	PD	PD	
Family day care home						
Small	P	P	P	P	P	(3) (13)
Large	MAA	MAA	MAA	MAA	MAA	(3) (13)
Group homes	P	P	P	P	P	(9)
Group quarters	NP	CUP	CUP	MDP	MDP	
Emergency shelter	NP	CUP	CUP	CUP	CUP	
Home occupations	P	P	P	P	P	(4)
Manufactured housing	P	P	P	MDP	CUP	(15)
Mobile home parks	NP	CUP	CUP	CUP	CUP	(8)
Multi-family dwellings	NP	NP	NP	MDP	MDP	(10)
Residential care facilities						
Large	CUP	CUP	CUP	CUP	CUP	
Small	P	P	P	P	P	(9)
Second dwellings	P	P	P	P	P	(5)
Single-family dwellings	P	P	P	P	P	(10)
Commercial Uses						
Neighborhood store	NP	MDP	MDP	MDP	MDP	
All other commercial uses	NP	NP	NP	NP	NP	
Public and Semipublic Uses						
Airports and heliports	CUP	NP	NP	NP	NP	
Cemeteries/crematories	CUP	CUP	CUP	CUP	CUP	
Religious assembly	CUP	CUP	CUP	CUP	CUP	(12)
Convalescent hospitals	NP	NP	NP	MDP	MDP	
Cultural institutions	NP	NP	NP	NP	NP	
Day care centers	CUP	CUP	CUP	CUP	CUP	
Golf course/driving range	CUP	CUP	CUP	CUP	CUP	
Park and recreation facilities	MDP	MDP	MDP	MDP	MDP	
Public buildings and facilities	MDP	MDP	MDP	MDP	MDP	
Schools, public or private	CUP	CUP	CUP	CUP	CUP	
Utilities						

Major	CUP	CUP	CUP	CUP	CUP	
Minor	MAA	MAA	MAA	MAA	MAA	
Industrial Uses	NP	NP	NP	NP	NP	
Accessory Structures and Uses						
Accessory buildings and structures	P	P	P	P	P	(6)
Animals, household	P	P	P	P	P	(2) (7)
Kennels	MDP	NP	NP	NP	NP	(11)
Temporary Uses	See TMC 9-5-500ART (Temporary Uses of Land). Construction trailers and sales office trailers may be located on the project site after required planning permits and approvals have been obtained. The trailer(s) must be removed upon completion of the applicable construction project. For sales office trailers, 1) landscaping shall be provided around the base of the trailer and between the public right-of-way and the trailers location; and 2) parking spaces shall be paved.					

1) See TMC 9-1-202 (Definitions).

(2) The keeping of domesticated animals may be kept as an accessory use to a residence, subject to the requirements of TMC 6-1-105.1(Other domesticated animals), only in the following zoning districts: (Agriculture (A) and Residential Estate (R-E)).

(3) See TMC 9-2-110 (Family day care home).

(4) See TMC 9-5-200ART (Zoning Certificates and Home Occupation Permits).

(5) See TMC 9-2-119 (Second dwelling units). In the R-M and R-H Districts, a second unit may be constructed to the R-L standards when only one other dwelling (i.e., the primary residence) is located on the same property.

(6) See TMC 9-2-101 (Accessory buildings or structures). Accessory structures will require a minor administrative or minor discretionary permit if required by the principal use.

(7) The keeping of household pets is subject to TMC 6-1-105.

(8) See TMC 9-2-111 (Mobile home development).

(9) State-licensed group homes, foster homes, residential care facilities, and similar State-licensed facilities, regardless of the number of occupants, are deemed permitted by right in a residential zoning district, pursuant to State and Federal law.

(10) Employee, supportive, and transitional housing serving six (6) or fewer people is permitted as a single-family dwelling. Transitional housing and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

(11) Kennels are subject to TMC 6-1-105.

(12) A structure allowed as a religious assembly building may be used for a temporary homeless shelter if the following requirements are met:

(i) There is a valid conditional use permit for the structure used for religious assembly purpose;

(ii) No rent or fees of any kind are charged for the service offered to homeless persons;

(iii) The facility that is used to house homeless persons accommodates a maximum of six (6) persons at any one (1) time;

(iv) Homeless persons reside at the facility a maximum of sixty (60) days;

(v) Occupancy by homeless persons at the facility commences upon the religious assembly use receiving a certificate of occupancy.

(13) The garage of a single-family residence, which is considered the required parking spaces for such use, may be converted into habitable space as defined by the California Building Code to accommodate the use of the dwelling as a large family day care upon satisfying the findings and conditions set forth in TMC 9-2-110. The condition may remain until such time as the dwelling unit is no longer used for day care, residential care, or other similar uses licensed by the State of California (Community Care Licensing). Upon cessation of that use, or prior to the dwelling unit being sold, the converted garage shall be returned to its original state so that off-street parking is provided pursuant to TMC 9-2-209.

(14) Minor utilities shall not interfere with the use, enjoyment or aesthetics of adjacent uses.

(15) Manufactured housing shall be subject to architectural review to ensure compatibility with adjacent residential buildings in terms of scale, height, and exterior design and treatment as provided in the design guidelines, including but not limited to roof pitch and style, window and door detailing, exterior materials, textures, colors, and finishes.

9-3-203 Property development regulations.
The following schedule prescribes the development regulations for each Residential District. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to TMC 9-5-300ART.

R DISTRICTS (Residential Districts) PROPERTY DEVELOPMENT REGULATIONS						
	R-E	**R-L**	**R-L4.5**	**R-M**	**R-H**	**Additional Regulations**
Minimum lot size (sf)	14,500	5,000	4,500	6,000	7,500	(1)(5)
Lot density ranges (unit/acre)	0.2 – 3.0	3.0 – 7.0	5.0 – 10.0	7.0 – 15.0	15.0 – 30.0	
Lot area per unit (sf)	14,500	5,000	4,500	NA	NA	(5)
Units per min. lot size	2	2	2	3	4	

Area per unit above min.	NA	NA	NA	2,000	1,200	
Lot dimensions (ft.)						
Width	100	55	40	60	75	(2)
Corner lots	60	60	45	65	80	
Depth	100	90	80	100	100	
Frontage	60	35	35	40	45	(16)
Yards						(3)
Front (ft.)	30	15	15	20	20	(7)(9)(14)
Side (ft.)	10	5	0 – 10	10 – 20	10 – 20	(7)(8)(11)(15)
Corner side (ft.)	30	15	15	15	20	(6)(9)(21)
Rear (ft.)	20	10	10	10/story	10/story	(7)(12)(15)(18)(19)(20)(22)
Maximum height (ft.)	35	35	35	35	40	(4)
Distance between structures (ft.)	10	6	6	10	10	(7)
Driveway length (from p/l)	30	20	20	20	20	(23)
Usable open space (sf) per unit	NA	NA	900	500	500	(13)
Common recreational open space	NA		10%	10%	10%	(17)
Landscaping	NA	30%	30%	30%	30%	(17)
Fences and walls	See (8) below.					
Additional Standards	See TMC 9-2-200ART (Off-Street Parking and Loading Regulations). See TMC 9-2-215 (Driveway and corner visibility). See TMC 9-2-500ART (Signs). See TMC 9-2-112 (Outdoor storage). See TMC 9-2-101 (Accessory buildings or structures).					
	See TMC 9-2-118 (Screening of mechanical equipment). See TMC 9-2-115 (Recycling and solid waste disposal regulations). Trash and refuse containers shall not be stored within the front yard or corner street yard setback areas. See TMC 9-2-120 (Underground utilities). See TMC 9-2-400ART (Nonconforming Structures and Uses).					

	See TMC 9-2-114 (Permitted locations of mobile homes, recreational vehicles, and campers). See TMC 9-2-107 (Development on lots divided by district boundaries).

(1) See TMC 9-2-106 (Development on existing lots of record). See TMC 9-2-107 (Development on lots divided by district boundaries). Minimum lot sizes may be reduced when the exclusive use of such lots is intended for utility substations, pumping stations, and similar facilities.

(2) Lot width for lots located on a cul-de-sac is calculated at the front yard setback point.

(3) See TMC 9-2-105 (Building projections into yards).

(4) See TMC 9-2-108 (Exceptions to height limits).

(5) See TMC 9-2-103 (Affordable housing density bonus).

(6) Any corner side yard may be reduced to ten (10') feet if it does not abut the front yard of an adjacent lot.

(7) See TMC 9-2-101 (Accessory buildings or structures). For main structures, the minimum distance between structures shall increase five (5') feet per story, excluding accessory structures. Canopy structures, typically used to shade vehicles, in residential districts are prohibited in the twenty (20') foot front yard setback area. Canopies erected/installed prior to July 31, 2003, shall be allowed upon proof of date of installation; however, such canopies must be removed upon sale of the residence.

(8) The maximum height of a fence or wall shall be seven (7') feet with the following exceptions:

(i) The maximum height of a fence or wall in a required front or corner side yard shall be three (3') feet for a solid fence and four (4') feet for nonsolid fences, as long as such taller fences do not constitute a safety/visibility hazard to pedestrians or vehicles. A fence may be constructed at the back of the sidewalk within the public right-of-way with the provision that the City of Turlock or other utility may summarily remove it without compensation.

(ii) A maximum seven (7') foot fence or wall may extend five (5') feet into a corner side yard if it does not abut the front yard of an adjacent lot.

(iii) The Development Services Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Barbed wire, razor wire, electrified fencing, and similar security devices are prohibited. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).

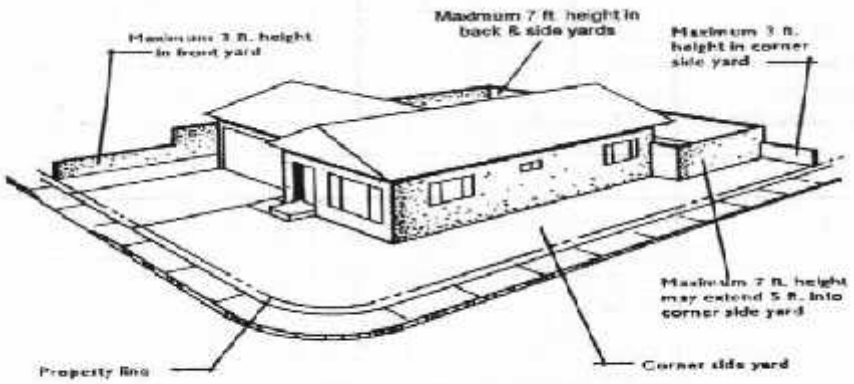
(iv) To improve security in residential districts only, the Development Services Director may permit a fence or wall located on the rear property line to be increased by up to ten (10') feet when the property abuts a property owned and maintained by public utility upon approval of a minor administrative approval as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits). This exception shall not be applied to a rear property line that abuts a public street or sidewalk.

(v) Barbed and razor wire, and electrified fences are prohibited in residential districts.

(9) Front or corner side yard setback may be reduced to the average of the two (2) adjoining lots, when the adjoining lots have already been developed. In no case shall any portion of any building in

a residential district be located within a public utility easement (PUE), or closer to the front property line than ten (10') feet or twenty (20') feet for garages/carports.

(10) Vehicular access. For all uses, there shall be vehicular access to the off-street parking and loading facilities from a dedicated street or alley.



FENCE HEIGHTS & SETBACKS
(This diagram is illustrative)

(11) In the R-L4.5 District, one (1) side yard may be eliminated if the opposite side yard is ten (10') feet. A five (5') foot wide easement on the lot adjacent to the eliminated side yard shall be required for building overhang, encroachments and access for building maintenance. Such easement shall be recorded prior to the recording of the final map or the issuance of any building permit, whichever occurs first. Otherwise both side yards shall be a minimum of five (5') feet. In no case shall any structure be closer than ten (10') feet from a structure on an adjoining property. In the R-L4.5 District those units which abut lots in a different zoning district shall maintain a five (5') foot adjoining side yard.

(12) In the R-L4.5 District, the rear yard may be reduced to five (5') feet for a length not to exceed one-third (1/3) of the width of the parcel.

(13) Multifamily dwelling projects (except senior housing) with twenty (20) or more units shall include an additional nine hundred (900) square feet of children's play area designed and equipped for children through the age of nine (9) years.

(14) A through lot is considered to have two (2) front yards, both of which shall be landscaped upon development of the lot. Municipal code standards for front yards (setbacks, fencing, and the like) apply to both street frontages. On a through lot that is simultaneously a corner lot, the property owner may designate the corner side yards.

(15) In the R-M and R-H Districts, a minimum side and rear yard setbacks shall be ten (10') feet for a one story building. These setbacks shall be increased by five (5') per story to a maximum of twenty (20') feet when the property abuts a R-L District. In these cases, these setbacks shall be increased to fifteen (15') feet for a two-story building and to twenty (20') feet for a building that is three stories or more in height.

(16) Minimum lot frontage dimension applies only to lots fronting on curvilinear streets or cul-de-sacs, and may not be used to create flag lots.

(17) See TMC 9-2-109 (Landscaping and irrigation).

(18) In the R-L Zoning District, the rear yard may be reduced to five (5') feet for a length not to exceed one-third (1/3) of the width of the parcel if the rear yard abuts a public alley.

(19) A residential lot located at the end of an open-ended cul-de-sac may consider the side yard abutting the public right-of-way at the end of the open-ended cul-de-sac as an interior yard for purposes of setback measurements. Because of visibility constraints, this provision may not apply when the side yard of the lot abuts the front yard of an adjacent lot.

(20) In R-L and R-L4.5 Zoning Districts, and for single story structures in the R-M and R-H Zoning Districts, a building projection may not encroach any closer than five (5') feet to the rear property line. The width of the projection may not exceed twenty-five (25%) percent of the allowed building width. For two (2) story structures in the R-M and R-H Zoning Districts, building projections may extend up to six (6') feet into the rear yard, reducing the minimum rear yard to fourteen (14') feet, instead of the requisite twenty (20') feet .

(21) Where two (2) corner lots abut each other ("back-to-back") in the R-E Zoning District, a twenty (20') foot corner side yard setback is required. This provision does not apply to reverse corner lots, where the rear of the lot abuts the side yard of the adjoining lot. In this circumstance, the typical thirty (30') foot setback shall apply.

(22) Single-family homes located in the R-M Zoning District are not subject to the ten (10') foot per story setback regulations.

(23) A twenty (20') foot driveway is not required when a garage is accessed off a public alley. Detached garages are subject to the accessory building provisions of TMC 9-2-101 (Accessory Buildings or Structures) for both setbacks and height limitations. Attached garages are considered part of the main dwelling units and are, therefore, subject to the rear and/or side yard setbacks normally established for that particular zoning district.

Article 3. Commercial Districts (C-O, C-C, C-T, C-H)

9-3-301 Specific purposes.
In addition to the general purposes listed in TMC Chapter 9-1 (General Provisions), the specific purposes of the Commercial District regulations are to:

(a) Provide appropriately located areas consistent with the General Plan for a full range of office, retail commercial, and service commercial uses needed by residents of, and visitors to, the City and region;

(b) Strengthen the City's economic base, and provide employment opportunities close to home for residents of the City and surrounding communities;

(c) Create suitable environments for various types of commercial uses, and protect them from the adverse effects of incompatible uses;

(d) Minimize the impact of commercial development on adjacent residential districts;

(e) Ensure that the appearance and effects of commercial buildings and uses are harmonious with the character of the area in which they are located;

(f) Provide opportunities for residential development on the site of commercial development or on separate sites in certain commercial districts;

(g) Ensure the provision of adequate off-street parking and loading facilities; and

(h) Provide sites for public and semipublic uses complementary to commercial development or compatible with a commercial environment.

(i) The additional purposes of each C District are as follows:

(1) **CO Commercial Office District.** To provide a transitional zone between commercial and residential uses with areas for business and professional offices.

(2) **CC Community Commercial District.** To provide a wide range of retail stores, restaurants, hotels and motels, commercial recreation, personal services, business services and financial services and for limited office and residential uses.

(3) **CT Commercial Thoroughfare District.** To provide areas for uses required by the traveling public such as hotels and motels, service stations and restaurants, with immediate access to Highway 99.

(4) **CH Heavy Commercial/Light Industrial District.** To provide for the full range of retail, wholesale and service businesses not generally suitable in other commercial districts because they attract heavy automobile and truck traffic or have certain adverse impacts; and to provide opportunities for certain limited manufacturing uses that have impacts comparable to those of retail and service.

9-3-302 Use classifications.
In the following schedule, the letter “P” designates use classifications permitted in C Districts, the letters “NP” designate use classifications not permitted, the letters “MAA” designate use classifications allowed on approval of a minor administrative approval, the letters “MDP” designate use classifications allowed on approval of a minor discretionary permit, and the letters “CUP” designate use classifications allowed on approval of a conditional use permit.

All new or expanded uses of a site or structure shall obtain the necessary permits as indicated in the following schedule.

All new or expanded uses of a site or structure, involving an expansion of floor area of one thousand (1,000) square feet or twenty-five (25%) percent of the existing building floor area, whichever is less, are subject to design review in accordance with TMC 9-5-1000ART. New or expanded uses subject to design review shall obtain an MDP design review permit. 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.

Any change in use or business within an existing structure that is permitted or, in the opinion of the Development Services Director, is suitable to the site and structures in which it is located and does not increase the intensity or impact of its prior use, shall obtain a zoning certificate in accordance with TMC 9-5-200ART (Zoning Certificates and Home Occupation Permits). 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 schedule 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 Development Services Director or designee.

C-O, C-C, C-T and C-H DISTRICTS (Commercial)

USE CLASSIFICATIONS **P Permitted** **NP Not Permitted** **MDP Minor Discretionary Permit** **MAA Minor Administrative Approval** **CUP Conditional Use Permit**					
	C-O	**C-C**	**C-H**	**C-T**	**Additional Use Regulations**
Agricultural Uses					
Community garden	MDP	MDP	MDP	MDP	
Crop production	P	P	P	P	
Residential Uses					
Family day care					
Large	MAA	NP	NP	NP	(1)
Small	P	NP	NP	NP	(1)
Group quarters					
Large	MDP	NP	NP	NP	(2)
Small	P	NP	NP	NP	(2)
Emergency shelter	CUP	CUP	CUP	NP	(2) (25)
Caretaker unit	NP	NP	CUP	NP	(18)
Public and Semipublic Uses					
Clubs and lodges	MDP	MDP	CUP	NP	
Convalescent hospitals	MDP	NP	NP	NP	
Cultural institutions	P	P	P	NP	
Day care centers	MDP	MAA	MAA	NP	
Government offices	P	P	P	NP	
Hospitals	CUP	CUP	CUP	NP	
Parking lots	MDP	MDP	MDP	CUP	
Public assembly	NP	MDP	MDP	CUP	
Public buildings and facilities	MDP	MDP	MDP	CUP	
Public utility service yards	NP	NP	MDP	NP	
Religious assembly	MDP	MDP	MDP	CUP	
Schools					
Trade	MDP	MDP	MDP	NP	
Public or private	MDP	MDP	MDP	NP	
Utilities					
Major	NP	NP	CUP	NP	

Minor	MAA	MAA	MAA	MAA	(3)
Commercial Uses					
Adult entertainment facilities	NP	NP	NP	NP	(4)
Animal services					
Animal boarding	CUP	MDP	MDP	MDP	(24)
Animal grooming	MDP	P	P	MDP	(24)
Animal hospitals	CUP	MDP	MDP	MDP	(24)
Animal retail sales	NP	P	P	MDP	(23)(24)
Antique shops	NP	P	P	MDP	(24)
Artists' studios	MDP	P	P	MDP	(19)(24)
Auto repair					
Major	NP	MDP	MAA	MDP	(6)(7)
Minor	NP	MAA	P	P	(6)(7)
Auto sales and service	NP	MAA	MAA	MAA	(6)(7)
Automobile service stations	NP	MAA	MAA	MAA	(6)(7)
Automobile storage	NP	NP	MAA	NP	(6)(7)
Automobile washing	NP	MDP	MAA	MAA	(6)(7)
Bakeries					
Retail	MDP	P	P	MDP	(24)
Wholesale	NP	NP	MDP	NP	
Bar	NP	CUP	CUP	CUP	(24)
Building materials and services	NP	MDP	MAA	CUP	(8)(13)(24)
Catering services	NP	P	P	NP	
Clinics	MDP	MDP	P	MDP	(24)
Commercial filming	NP	MDP	P	NP	
Commercial recreation and entertainment	NP	CUP	CUP	CUP	(5)
Convenience gas mart	NP	MDP	MDP	MDP	
Discount club	NP	CUP	CUP	CUP	(21)(22)
Discount store	NP	MDP	MDP	CUP	(21)(22)
Discount superstore	NP	NP	NP	NP	(21)(22)
Entertainment, live (excluding adult entertainment)	NP	MDP	MDP	CUP	(14)(24)
Equipment sales, service and rentals	NP	NP	MAA	NP	(13)
Financial services	CUP	MDP	MAA	MDP	(24)
Food and beverage sales					
Neighborhood store <2,500 sf	CUP	MAA	MAA	MDP	(24)

Between 2,500 and 10,000 sf	NP	MDP	MDP	MDP	(24)
Larger than 10,000 sf	NP	MDP	MDP	CUP	(21)(22)
Fortune telling	NP	CUP	NP	NP	(9)
Funeral and internment services	MDP	MAA	MAA	NP	
Health/recreation center	NP	MAA	MAA	CUP	(24)
Hotels and motels	NP	MAA	MAA	MAA	(16)
Laboratories	MAA	MAA	MAA	NP	
Laundries					
Limited	MAA	P	P	NP	
Unlimited	NP	NP	P	NP	
Maintenance and repair services					
Major	NP	NP	MDP	NP	(13)
Minor	NP	MAA	MAA	MDP	(13)(24)
Nightclub	NP	CUP	CUP	CUP	(24)
Nurseries	NP	MAA	MAA	NP	
Nursing homes	MDP	MDP	NP	NP	
Offices					
Business and professional	P	P	MAA	NP	
Medical and dental	P	P	MAA	MDP	(24)
Outdoor storage	NP	MDP	MDP	CUP	(13)
Personal services	MAA	P	P	MDP	(24)
Printing and publishing					
Limited	MDP	MAA	P	NP	
Unlimited	NP	NP	MDP	NP	
Recycling facility					
Collection facility, large	NP	NP	MDP	NP	(17)
Collection facility, small	NP	P	P	MDP	(17) (24)
Processing facility	NP	NP	NP	NP	(17)
Rental storage facility	NP	NP	MDP	NP	(20)
Research and development services	MDP	MDP	MDP	NP	
Restaurant	CUP	MAA	MAA	MAA	
Restaurant, drive-in	NP	MDP	MDP	MDP	
Restaurant, fast food	NP	MDP	MDP	MDP	
Retail sales	CUP	P	P	MDP	(10)(21)(22)(24)
Shopping center	NP	MDP	MDP	MDP	
Travel trailer park	NP	NP	MDP	MDP	(16)

Truck terminal	NP	NP	MDP	CUP	
Industrial uses					
Commissary	NP	NP	MDP	NP	
Industry					
Limited	NP	NP	MDP	NP	
General	NP	NP	NP	NP	
Salvage and wrecking operations					
Motor vehicle	NP	NP	CUP	NP	(15)
Non-vehicular	NP	NP	CUP	NP	(15)
Warehouse					
Limited	NP	NP	MDP	NP	
Wholesale distribution	NP	NP	MDP	NP	
Accessory Structures and Uses	P	P	P	P	(11)(13)
Temporary Uses	P	P	P	P	(12)
Nonconforming Uses	See TMC 9-2-400ART (Nonconforming Structures and Uses).				

(1) See TMC 9-2-110 (Family day care home).

(2) Small residential care facilities and interim housing serving six (6) or fewer people are considered accessory to a residence. Such facilities shall be designed to accommodate a group living environment.

(3) Minor utilities shall not interfere with the use, enjoyment or aesthetics of adjacent uses. All utilities shall be screened from view from public right-of-way using landscaping, a berm, a solid masonry fence, or other visually attractive method. The area surrounding the minor utility shall be landscaped.

(4) See TMC 9-2-102 (Adult entertainment facilities). Adult bookstores shall be subject to the same supplemental regulations applicable to adult entertainment facilities.

(5) Commercial recreation and entertainment uses less than two thousand (2,000) square feet in floor area are allowed with a zoning certificate issued in accordance with TMC 9-5-200ART (Zoning Certificates and Home Occupation Permits).

(6) See TMC 9-2-112 (Outdoor storage). In the C-C and C-T Districts, automobile servicing shall be conducted wholly within an enclosed building.

(7) See TMC 9-2-104 (Automobile service stations, repair and washing).

(8) Building materials and service uses shall not abut an R District unless accessory to a retail use.

(9) No fortune telling use shall be located any closer than within seven hundred fifty (750') feet of another fortune telling use.

(10) Retail sales in the C-O District shall be limited to pharmacies and/or the sale of medical and/or dental products.

(11) See TMC 9-2-101 (Accessory buildings or structures).

(12) See TMC 9-5-500ART (Temporary Uses of Land). Construction trailers may be located on the project site after required planning permits and approvals have been obtained. The trailer(s) must be removed upon completion of the applicable construction project.

(13) See TMC 9-2-112 (Outdoor storage) and TMC 9-5-500ART (Temporary Uses of Land).

(14) A conditional use permit issued in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances), shall be obtained if the live entertainment is located within three hundred (300') feet of a residential use or an R District. In the C-T District, live entertainment, excluding adult entertainment, may be allowed as an accessory use.

(15) See TMC 9-2-117 (Salvage and wrecking operations).

(16) A conditional use permit issued in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances), shall be required if a hotel, motel or travel trailer park abuts an R District.

(17) See TMC 9-2-116 (Recycling facilities).

(18) A caretaker unit may be permitted within a rental storage facility. All such residences shall be constructed to R-M District standards.

(19) Artists' studios in the downtown area may also be a place of residence for the artist as a secondary use. Artists' studios must be compatible with adjacent uses and shall not be a nuisance regarding noise and dust.

(20) See TMC 9-2-122 (Rental storage facility).

(21) See TMC 9-1-202 for the definitions of "Discount store," "Discount superstore," and "Discount club."

(22) Except for a "Discount store" as defined by TMC 9-1-202, which shall require a conditional use permit issued in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances).

(23) Retail sale of dogs and cats is prohibited in accordance with TMC 6-1-703.

(24) Applies to uses in the C-T district only. The designated permitting process applies only to uses developed as part of a shopping center as defined under in TMC 9-1-200ART (Establishment of Definitions). Uses shall not be permitted (i.e., are designated NP) as a stand-alone business.

(25) Where the emergency shelter is proposed in a location that falls within the Emergency Shelter overlay district, the permitting requirements contained in Article 2 of this chapter shall prevail.

9-3-303 Property development regulations.
The following schedule prescribes development regulations for the C (Commercial) Districts. Development in these districts is also subject to the specific standards as contained in any applicable overlay district. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

C-O, C-C, C-T and C-H DISTRICTS (Commercial) PROPERTY DEVELOPMENT REGULATIONS

	C-O	C-C	C-H	C-T	Additional Regulations
Yards					(1)(7)(8)
Front (ft.)	10	10	15	15	(2)(5)(9)
Side (ft.)	0	0	0	0	(3)
Corner side (ft.)	10	10	15	15	(2)(5)(9)
Rear (ft.)	10	0	0	0	(3)
Maximum height (ft.)	35	35	None	None	(3)(4)
Typical FAR	0.35	0.25	0.35	0.35	
Landscaping standards (% of lot area)	15	10	7.5	7.5	(5)(6)(8)
Residential development	Where permitted, residential uses may be developed independently or in combination with commercial uses in accordance with the R-H District regulations.				
Fences and walls	A seven (7') foot solid masonry wall shall be required along any property line abutting an R District, except in required front and corner side yards where the maximum height shall be three (3') feet. The Development Services Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Razor wire, electrified fencing, and similar security devices are prohibited in commercial districts. Barbed wire may be used on a limited basis for security or safety purposes with a MAA issued in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits), provided that the barbed wire is not visible from the public right-of-way and is not located adjacent to a residence or Residential District. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).				
Additional standards	TMC 9-2-200ART (Off-street parking and loading regulations). TMC 9-2-215 (Driveway and corner visibility). TMC 9-2-500ART (Signs). TMC 9-2-112 (Outdoor storage). TMC 9-2-101 (Accessory buildings or structures). TMC 9-2-118 (Screening of mechanical equipment). TMC 9-2-120 (Underground utilities).				
	TMC 9-2-115 (Recycling and solid waste disposal regulations). TMC 9-2-400ART (Nonconforming Structures and Uses). TMC 9-2-122 (Rental storage facility).				

(1) See TMC 9-2-105 (Building projections into yards).

(2) Front or corner side yard setback may be reduced to the average distance of existing buildings from their front property line on the two (2) abutting lots adjoining the front property line.

(3) Structures shall not intercept a forty-five (45°) degree inclined plane inward from a height of ten (10') feet above existing grade at the R District boundary line. Single story structures and ground level parking may encroach a maximum of five (5') feet into required side and rear yards.

(4) See TMC 9-2-108 (Exceptions to height limits).

(5) Any area between a property line adjacent to the street and the building, exclusive of driveways, shall be landscaped.

(6) See TMC 9-2-109 (Landscaping and irrigation).

(7) When abutting a R District, a minimum setback shall be provided as follows: front yard: fifteen (15') feet; rear yard: fifteen (15') feet; side yard: ten (10') feet.

(8) See TMC 9-2-122 (Rental storage facility).

(9) The required "landscape strip" in the public right-of-way (located behind the public sidewalk and adjacent to the private property line) may be counted toward the required building front yard and corner side yard setback, when constructed per City standard as defined in the Turlock General Plan and the landscape strip is maintained by the private property owner.

Article 4. Industrial Districts (I-BP & I)

9-3-401 Specific purposes.
In addition to the general purposes listed in TMC Chapter 9-1 (General Provisions), the specific purposes of the Industrial District regulations are to:

(a) Provide appropriately located areas consistent with the General Plan for a broad range of manufacturing and service uses;

(b) Strengthen the City's economic base, and provide employment opportunities close to home for residents of the City and surrounding communities; and

(c) Minimize the impact of industrial uses on adjacent residential and commercial districts.

(d) The additional purposes of each I District are as follows:

(1) **I-BP Business Park District.** To provide sites with high architectural and landscape standards for industrial office centers, limited manufacturing, warehousing and large-scale, single destination retail and other limited retail uses which may not be appropriate in retail areas.

(2) **I General Industrial District.** To provide for the full range of manufacturing, industrial processing, general service, and distribution uses deemed suitable for location in Turlock; and to protect Turlock's general industrial areas from competition for space from unrelated uses that could more appropriately be located elsewhere in the City.

9-3-402 Use classifications.
In the following schedule, the letter "P" designates use classifications permitted in C Districts, the letters "NP" designate use classifications not permitted, the letters "MAA" designate use classifications allowed on approval of a minor administrative approval, the letters "MDP"

designate use classifications allowed on approval of a minor discretionary permit, and the letters "CUP" designate use classifications allowed on approval of a conditional use permit.

All new or expanded uses of a site or structure shall obtain the necessary permits as indicated in the following schedule.

All new or expanded uses of a site or structure, involving an expansion of floor area of five thousand (5,000) square feet or twenty-five (25%) percent of the existing building floor area, whichever is less, are subject to design review in accordance with TMC 9-5-1000ART. New or expanded uses subject to design review shall obtain an MDP design review permit. 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 industrial developments subject to design review.

Any change in use or business within an existing structure that is permitted or, in the opinion of the Development Services Director, is suitable to the site and structures in which it is located and does not increase the intensity or impact of its prior use, shall obtain a zoning certificate in accordance with TMC 9-5-200ART (Zoning Certificates and Home Occupation Permits). 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 schedule 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 Development Services Director or designee.

I-BP and I DISTRICTS (Industrial) **USE CLASSIFICATIONS** **P Permitted** **NP Not Permitted** **MDP Minor Discretionary Permit** **MAA Minor Administrative Approval** **CUP Conditional Use Permit**			
	I-BP	**I**	**Additional Use Regulations**
Agricultural Uses			
Community garden	MDP	MDP	
Crop production	P	P	
Other agricultural uses	MDP	MDP	
Public and Semipublic Uses			
Airports and heliports	CUP	CUP	
Day care centers	MDP	MDP	
Government offices	MDP	MDP	
Parking lots	MDP	MDP	
Public buildings and facilities	MDP	MDP	
Religious assembly	CUP	CUP	
Schools, trade	MDP	MDP	

Utilities			
Major	CUP	MDP	
Minor	P	P	(13)
Commercial Uses			
Adult entertainment facilities	MDP	MDP	(1)
Ambulance services	MDP	MDP	
Animal services			
Animal boarding	MDP	MDP	
Animal hospitals	MDP	MDP	
Artists' studios	MDP	MDP	
Automobile service stations	MDP	MDP	(2)
Automobile storage	MDP	MDP	(2)
Automobile washing	NP	MDP	(2)
Bakeries, wholesale	MDP	MDP	
Building materials and services	NP	MDP	(3)
Commercial recreation and entertainment	MDP	MDP	
Communications facilities	MDP	MDP	
Eating and drinking establishments	CUP	CUP	
Equipment sales, service and rentals	MDP	MDP	(12)
Financial services	MDP	MDP	(4)
Health/recreation centers	MDP	MDP	
Laboratories	MDP	MDP	
Labor camps	NP	CUP	
Maintenance and repair services			
Major	NP	MDP	(5)
Minor	MDP	MDP	(5)
Motor vehicle repair			
Major	NP	MDP	(2)
Minor	MDP	MDP	(2)
Offices			
Business and professional	MDP	CUP	
Medical and dental	MDP	CUP	
Printing and publishing			
Limited	MDP	MDP	
Unlimited	MDP	MDP	

Research and development services	MDP	MDP	
Restaurant	CUP	CUP	
Retail sales	MDP	MDP	(6)
Industrial Uses			
Chemical mfg./processing	NP	CUP	
Commissary	NP	MDP	
Industry			
General	CUP	MDP	
Limited	MDP	MDP	
Hazardous waste transfer stations	NP	CUP	
Salvage and wrecking operations	NP	CUP	(7)
Speculative buildings	MDP	MDP	
Transfer stations	NP	MDP	
Truck terminal	NP	MDP	(10)
Truck yard	NP	MDP	
Warehouse			(8)
Limited	MDP	MDP	
Wholesale distribution	CUP	MDP	
Accessory Structures and Uses	P	P	(5)(8)(9)
Caretaker unit	MDP	MDP	(11)
Temporary Uses	P	P	(9)
Nonconforming Uses	See TMC 9-2-400ART (Nonconforming Structures and Uses).		
Recycling Facilities	See TMC 9-2-116 (Recycling facilities).		

(1) See TMC 9-2-102 (Adult entertainment facilities).

(2) See TMC 9-2-104 (Automobile service stations, repair and washing).

(3) Building materials and service uses shall not adjoin any R District. See TMC 9-2-112 (Outdoor storage).

(4) Only automatic teller machines are allowed.

(5) See TMC 9-2-112 (Outdoor storage).

(6) In an I District only ancillary retail sales limited to thirty (30%) percent of the total square footage of buildings used to manufacture products on the site, or two thousand five hundred (2,500) square feet, whichever is less, shall be allowed. Goods being sold at retail must be directly related to approved and permitted uses of the site. Large-scale, single destination retail uses may be allowed in the I-BP District, provided a conditional use permit is obtained in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances).

(7) Salvage and wrecking operations shall not adjoin an arterial street or Highway 99. See TMC 9-2-117 (Salvage and wrecking operations).

(8) See TMC 9-2-101 (Accessory buildings or structures).

(9) See TMC 9-5-500ART (Temporary Uses of Land). Construction trailers may be located on the project site after required planning permits and approvals have been obtained. The trailer(s) must be removed upon completion of the applicable construction project.

(10) See TMC 9-2-122 (Rental storage facility).

(11) A caretaker unit may be provided in conjunction with an industrial use for a caretaker that is responsible for security, maintenance or management of the facility. The unit shall be a permanent structure that is architecturally compatible with the main industrial buildings and must be clearly accessory to the industrial use.

(12) See TMC 9-2-123 (Equipment sales, service and rentals).

(13) Minor utilities shall not interfere with the use, enjoyment or aesthetics of adjacent uses. All utilities shall be screened from view from public right-of-way using landscaping, a berm, a solid masonry fence, or other visually attractive method. The area surrounding the minor utility shall be landscaped.

9-3-403 Property development standards.
The following schedule prescribes development regulations for the I (Industrial) Districts. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

I-BP and I DISTRICTS (Industrial) PROPERTY DEVELOPMENT REGULATIONS			
	I-BP	**I**	**Additional Use Regulations**
Lot size (sf)	15,000	15,000	(1)
Lot width (ft.)	150	150	
Lot depth (ft.)	150	150	
Lot frontage (ft.)	100	100	
Yards			(7)
Front (ft.)	20	20	(2)(3)(4)(8)
Side (ft.)	0	0	(4)
Corner side (ft.)	20	20	(3)(4)(8)
Rear (ft.)	0	0	(4)
Maximum height (ft.)	None	None	
Typical FAR	0.60	0.60	(7)

Landscaping standards	7.5	5	(5)(6)(7)
Fences and walls	A seven (7') foot solid masonry wall shall be required along any property line abutting an R, C, or PS District. The Community Development Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Barbed wire and razor wire, and other similar devices may be used on a limited basis for security or safety purposes with an MAA issued in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits), provided that the device is not visible from the public right-of-way and is not located adjacent to a residence or Residential District.. Electrified fences may be permitted in accordance with TMC 9-2-126. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).		
Additional standards	See TMC 9-2-200ART (Off-Street Parking and Loading Regulations). See TMC 9-2-215 (Driveway and corner visibility. See TMC 9-2-500ART (Signs). See TMC 9-2-112 (Outdoor storage). See TMC 9-2-118 (Screening of mechanical equipment). See TMC 9-2-120 (Underground utilities). See TMC 9-2-400ART (Nonconforming Structures and Uses). See TMC 9-2-115 (Recycling and solid waste disposal regulations). See TMC 9-2-122 (Rental storage facility).		

(1) Minimum lot sizes are not applicable when done in conjunction with an approved planned development proposal. See TMC 9-2-106 (Development on existing lots of record).

(2) Double-frontage lots shall provide front yards on each frontage except in the case of public alleys.

(3) Front and corner side yards may be reduced to ten (10') feet in I Districts on lots which do not front on arterial streets.

(4) A thirty (30') foot side, front and rear yard adjoining any R District and structures shall not intercept a forty-five (45°) degree inclined plane inward from a height of ten (10') feet above existing grade at the R District boundary line.

(5) See TMC 9-2-109 (Landscaping and irrigation).

(6) Any area between the front (and street side) property line and the building, exclusive of driveways and walkways, shall be landscaped.

(7) See TMC 9-2-122 (Rental storage facility).

(8) The required "landscape strip" in the public right-of-way (located behind the public sidewalk and adjacent to the private property line) may be counted toward the required building front yard and corner side yard setback, when constructed per City standard as defined in the Turlock General Plan and the landscape strip is maintained by the private property owner.

Article 5. Public & Semipublic District (P-S)

9-3-501 Specific purposes.
In addition to the general purposes listed in TMC Chapter 9-1 (General Provisions), the specific purposes of the Public and Semipublic District regulations are to:

(a) Allow consideration of a large public or semipublic use separately from regulations for an underlying base zoning district that may or may not be appropriate in combination with the public or semipublic use;

(b) Allow consideration of establishment or expansion of a large public or semipublic use at rezoning hearings rather than at conditional use permit hearings only, and to give public notice of the extent of a site approved for a large public or semipublic use by delineating it on the Zoning Map; and

(c) Allow the Planning Commission and City Council to consider the most appropriate use of a site following discontinuance of a large public or semipublic use without the encumbrance of a base zoning district that may or may not provide appropriate regulations for reuse of the site.

9-3-502 Use classifications.
In the following schedule, the letter “P” designates use classifications permitted in PS Districts, the letters “NP” designate use classifications not permitted, the letters “MAA” designate use classifications allowed on approval of a minor administrative approval, the letters “MDP” designate use classifications allowed on approval of a minor discretionary permit, and the letters “CUP” designate use classifications allowed on approval of a conditional use permit.

All new or expanded uses of a site or structure shall obtain the necessary permits as indicated in the following schedule.

All new or expanded uses of a site or structure, involving an expansion of floor area of five thousand (5,000) square feet or twenty-five (25%) percent of the existing building floor area, whichever is less, are subject to design review in accordance with TMC 9-5-1000. New or expanded uses subject to design review shall obtain an MDP design review permit. 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 industrial developments subject to design review.

Any change in use or business within an existing structure that is permitted or, in the opinion of the Development Services Director, is suitable to the site and structures in which it is located and does not increase the intensity or impact of its prior use, shall obtain a zoning certificate in accordance with TMC 9-5-200ART (Zoning Certificates and Home Occupation Permits). 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 schedule 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 Development Services Director or designee.

P-S DISTRICT (Public and Semipublic District) **USE CLASSIFICATIONS** **P Permitted** **NP Not Permitted**

MDP Minor Discretionary Permit **MAA Minor Administrative Approval** **CUP Conditional Use Permit**		
	P-S	**Additional Use Regulations**
Agricultural Uses		
Community garden	MDP	
Crop production	P	
Other agricultural uses	CUP	(7)
Commercial Uses		
Commercial recreation and entertainment	CUP	(1)
Outdoor storage	CUP	(2)
Public and Semipublic Uses		
Airports	CUP	
Cemeteries	P	
Clubs and lodges	MDP	
Convalescent facilities	MDP	
Corporation yards	MDP	(4)
Cultural institutions	MDP	
Day care centers	MDP	
Government offices	MDP	
Heliports	MDP	(3)
Hospitals	CUP	
Open space	P	
Parking lots	P	
Park and recreation facilities	MDP	
Public buildings and facilities	MDP	
Public assembly	CUP	
Schools, public or private	MDP	
Storm drainage basins	P	(6)
Utilities		
Major	MDP	
Minor	P	(5)
Accessory Structures and Uses	See TMC 9-2-101 (Accessory buildings or structures).	
Temporary Uses	See TMC 9-5-500ART (Temporary Uses of Land). Construction trailers may be temporarily located on a project site after required planning permits and approval have been	

	obtained. The trailer(s) must be removed upon completion of the applicable construction project.
Nonconforming Uses and Structures	See TMC 9-2-400ART (Nonconforming Structures and Uses).

(1) See also TMC 9-2-112 (Outdoor storage) and TMC 9-2-120 (Underground utilities).

(2) See TMC 9-2-112 (Outdoor storage) and TMC 9-5-500ART (Temporary Uses of Land).

(3) Must be more than one thousand (1,000') feet from an R District; heliport permit from the California Department of Transportation, Division of Aeronautics required.

(4) Maintenance and repair service uses are limited to those of a public and semipublic nature.

(5) Minor utilities shall not interfere with the use, enjoyment, or aesthetics of adjacent uses. All utilities shall be screened from view from public right-of-way using landscaping, a berm, a solid masonry fence, or other visually attractive method. The area surrounding the minor utility shall be landscaped.

(6) Storm drainage basins shall be landscaped.

(7) The permitting process may be reduced to a Minor Discretionary Permit when the property is surrounded on all sides by industrial zones.

9-3-503 Development regulations.
Development regulations shall be as specified by a conditional use permit issued in accordance with TMC 9-5-600ART (Conditional Use Permits and Variances), or as required by a minor discretionary permit issued in accordance with TMC 9-5-300 (Minor Administrative and Minor Discretionary Permits). The Development Services Director, Planning Commission, and/or City Council, as the case may be, shall be guided by those regulations of the zoning district within closest proximity or a zoning district intended for uses similar to those proposed in the PS District. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

P-S DISTRICT (Public and Semipublic District) PROPERTY DEVELOPMENT REGULATIONS		
	P-S	**Additional Use Regulations**
Yards		(1)(5)
Front (ft.)	10	(2)(4)
Side (ft.)	0	(3)
Corner side (ft.)	10	(2)(4)
Rear (ft.)	10	(3)
Maximum height (ft.)	None	
Landscaping	Landscaping shall be provided consistent with the standards for the abutting properties. See TMC 9-2-109 (Landscaping and irrigation)	

Fences and walls	A seven (7') foot solid masonry wall shall be required along any property line abutting an R, C or PS District. The Community Development Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Razor wire, electrified fencing, and similar security devices are prohibited. Barbed wire may be used on a limited basis for security or safety purposes with a MAA issued in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits), provided that the barbed wire is not visible from the public right-of-way and is not located adjacent to a residence or Residential District. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).
Additional regulations	See TMC 9-2-200ART (Off-Street Parking and Loading Regulations). See TMC 9-2-215 (Driveway and corner visibility). See TMC 9-2-500ART (Signs). See TMC 9-2-112 (Outdoor storage). See TMC 9-2-118 (Screening of mechanical equipment). See TMC 9-2-120 (Underground utilities). See TMC 9-2-400ART (Nonconforming Structures and Uses). See TMC 9-2-115 (Recycling and solid waste disposal regulations).

(1) See TMC 9-2-105 (Building projections into yards).

(2) Front or corner side yard setback may be reduced to the average distance of existing buildings from their front property line on the two (2) abutting lots adjoining the front property line.

(3) Structures shall not intercept a forty-five (45°) degree inclined plane inward from a height of ten (10') feet above existing grade at the R District boundary line. Single story structures and ground level parking may encroach a maximum of five (5') feet into required side and rear yards.

(4) Any area between a property line adjacent to the street and the building, exclusive of driveways, shall be landscaped.

(5) When abutting an R District, a minimum setback shall be provided as follows: front yard: fifteen (15') feet; rear yard: fifteen (15') feet; side yard: ten (10') feet.

Chapter 9-4
OVERLAY DISTRICT REGULATIONS

Sections:

Article 1. Downtown Overlay Regulations

9-4-101 Downtown overlay regulations and purpose.

9-4-102 Regulations applicable to all Downtown Overlay districts.

9-4-103 Use Classifications.

9-4-104 Downtown Core (DC).

9-4-105 Downtown Core Transition (DCT).

9-4-106 Transitional Commercial (TC)

9-4-107 Industrial Residential (IR)

9-4-108 Office Residential (OR)

Article 2. Emergency Shelter Regulations

9-4-201 Purpose.

9-4-202 Emergency shelter permit required.

9-4-203 District cap on number of beds that may be permitted.

9-4-204 Nondiscretionary emergency shelter permit application: review and approval.

9-4-205 Conditions.

9-4-206 Application processing fee.

9-4-207 Suspension or revocation of emergency shelter permit.

9-4-208 Appeal.

Article 1. Downtown Overlay Regulations

9-4-101 Downtown overlay regulations and purpose.

Downtown Overlay District Regulations apply specifically to the downtown area as defined in the Turlock Downtown Design Guidelines and Zoning Regulations document. 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 herein shall apply.

In addition to the purposes listed in TMC 9-1-103, and elsewhere in each of the base district regulations, the purpose of the Downtown Overlay Regulations are to:

(a) Maintain and further enhance a prominent pedestrian oriented environment throughout all the regulation districts of the Downtown;

(b) Promote and encourage economic investment in the Downtown area;

(c) Protect and preserve the City's historic architectural character of the Downtown Core and immediately surrounding areas;

(d) Acknowledge the distinct opportunities that exist in the Downtown; and

(e) Ensure the economic vitality of the Downtown as the "heart" of Turlock for years to come.

9-4-102 Regulations applicable to all Downtown overlay districts.
(a) Minimum lot size and dimensions. Minimum lot size and dimensions shall be determined using the base zoning district that corresponds to the proposed use. For residential uses, the minimum lot size and dimension for the R-H zoning district shall apply. For commercial and mixed uses, the following minimum lot size and dimensions apply:

Minimum Dimensions	**DC**	**DCT**	**TC**	**IR**	**OR**
Lot size (sf)	3000	5000	5000	7500	7500
Lot width (ft.)	25	50	50	75	75
Lot depth (ft.)	75	100	100	100	100
Lot frontage (ft.)	25	50	50	75	75

(b) **Accommodation for disabled access.** Deviations from the setback and height requirements to accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits).

(c) **Security devices. Razor wire, electrified fencing, and similar security devices are prohibited.** Barbed wire may be used on a limited basis for nonresidential uses located in the IR overlay district for security or safety purposes with a minor administrative approval issued in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits),

provided that the barbed wire is not visible from the public right-of-way and is not abutting a residence or Residential district.

9-4-103 Use Classifications.
In the following schedule, the letter “P” designates use classifications permitted in a District, the letters “NP” designate use classifications not permitted, the letters “MAA” designate use classifications allowed on approval of a minor administrative approval, the letters “MDP” designate use classifications allowed on approval of a minor discretionary permit, and the letters “CUP” designate use classifications allowed on approval of a conditional use permit. All new or expanded uses of a site or structure shall obtain the necessary permits as indicated in the following schedule.

All new or expanded uses of a site or structure, except a single-family dwelling, involving an expansion of floor area of one thousand (1,000) square feet or twenty-five (25%) percent of the existing building floor area, whichever is less, or the conversion of an existing residential structure to a nonresidential use, are subject to design review in accordance with TMC 9-5-1000ART. New or expanded uses subject to design review shall obtain a MDP design review permit. Design review shall take place concurrently with the processing of any other required permit. Compliance with the adopted citywide Design Guidelines and the Downtown 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 TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits). 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 that is permitted or, in the opinion of the Development Services Director, is suitable to the site and structures in which it is located and does not increase the intensity or impact of its prior use, shall obtain a zoning certificate in accordance with TMC 9-5-200ART (Zoning Certificates and Home Occupation Permits). 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 schedule 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 Development Services Director or designee.

Downtown Overlay District Use Classifications P Permitted NP Not Permitted CUP Conditional Use Permit MDP Minor Discretionary Permit		**Downtown Overlay Districts**				
		DC	**DCT**	**TC**	**IR**	**OR**
RESIDENTIAL USES						

Downtown Overlay District Use Classifications **P Permitted** **NP Not Permitted** **CUP Conditional Use Permit** **MDP Minor Discretionary Permit**		**Downtown Overlay Districts**				
		DC	**DCT**	**TC**	**IR**	**OR**
	Emergency shelter[1]	NP	NP	CUP	CUP	CUP
	Family day care home – small	P	P	P	P	P
	Family day care home – large	MAA	MAA	MAA	MAA	MAA
	Group quarters – small	NP	NP	NP	P	P
	Group quarters – large	CUP	CUP	CUP	CUP	CUP
	Mobile home parks	NP	NP	NP	NP	NP
	Residential – single/multifamily	P	P	P	P	P
COMMERCIAL USES						
	Adult entertainment facilities	NP	NP	NP	NP	NP
	Ambulance services	NP	NP	CUP	MDP	NP
	Animal boarding	CUP	CUP	MDP	MDP	CUP
	Animal grooming	P	P	P	MDP	MDP
	Animal hospitals	CUP	CUP	MDP	MDP	CUP
	Animal retail sales[2]	P	P	P	NP	NP
	Art galleries	P	P	P	CUP	P
	Artists' studios	P	P	P	P	P
	Automobile repair – minor	NP	NP	P	P	NP
	Automobile repair – major	NP	NP	MDP	MDP	NP
	Automobile sales & service	NP	NP	MDP	NP	NP
	Automobile service stations	NP	NP	MDP	MDP	NP
	Automobile storage	NP	NP	NP	NP	NP
	Automobile washing	NP	NP	MDP	MDP	NP
	Bakeries – retail	P	P	P	NP	NP
	Bakeries – wholesale	NP	NP	NP	P	NP
	Bar	CUP	NP	CUP	NP	NP
	Building materials & services	NP	NP	P	P	NP
	Catering services	P	P	P	P	NP
	Commercial filming[3]	MDP	CUP	MDP	MDP	NP

[1] Where the emergency shelter is proposed in a location that falls within the Emergency Shelter overlay district, the permitting requirements contained in Article 2 of this chapter shall prevail.
[2] *Retail sale of dogs and cats is prohibited in accordance with TMC 6-1-703.*
[3] Indoor studios

Downtown Overlay District Use Classifications **P Permitted** **NP Not Permitted** **CUP Conditional Use Permit** **MDP Minor Discretionary Permit**		**Downtown Overlay Districts**				
		DC	**DCT**	**TC**	**IR**	**OR**
	Commercial recreation & entertainment <= 2,000 sf	MDP	CUP	P	P	NP
	Commercial recreation & entertainment > 2,000 sf	CUP	NP	CUP	CUP	NP
	Convenience gas mart	NP	NP	P	CUP	NP
	Dance hall / nightclub	CUP	NP	CUP	CUP	NP
	Dance schools <= 3,000 sf	MDP	CUP	MDP	NP	NP
	Dance schools > 3,000 sf	CUP	CUP	MDP	NP	NP
	Discount club	NP	NP	NP	NP	NP
	Discount store	NP	NP	MDP	NP	NP
	Discount superstore	NP	NP	NP	NP	NP
	Entertainment live (excluding adult entertainment)	CUP	NP	MDP	NP	NP
	Equipment sales, service & rentals	NP	NP	CUP	CUP	NP
	Financial services <=5,000 sf	P	P	P	NP	MDP
	Financial services > 5,000 sf	P	P	P	NP	CUP
	Food and beverage sales <= 2,500 sf	P	MDP	P	CUP	CUP
	Food and beverage sales >2,500 and <= 10,000 sf	MDP	CUP	P	NP	NP
	Food and beverage sales > 10,000 sf	MDP	CUP	MDP	NP	NP
	Fortune telling	CUP	NP	MDP	NP	NP
	Funeral & internment services	MDP	MDP	P	CUP	NP
	Health & recreation center <= 3,000 sf	MDP	MDP	MAA	CUP	NP
	Health & recreation center > 3,000 sf	CUP	NP	MAA	NP	NP
	Hotels & motels	MAA	NP	MAA	NP	NP
	Laboratories	MAA	NP	MAA	NP	NP
	Laundries – limited	P	MAA	P	NP	NP
	Laundries – unlimited	NP	NP	NP	MDP	NP
	Maintenance & repair services – minor	CUP	NP	NP	MDP	MDP
	Maintenance & repair services – major	NP	NP	NP	CUP	NP

Downtown Overlay District Use Classifications **P Permitted** **NP Not Permitted** **CUP Conditional Use Permit** **MDP Minor Discretionary Permit**		**Downtown Overlay Districts**				
		DC	**DCT**	**TC**	**IR**	**OR**
	Nurseries	MAA	MAA	MAA	P	MAA
	Office – business & professional	P	P	P	P	P
	Office – medical & dental	P	P	P	CUP	P
	Outdoor storage	NP	NP	MDP	MDP	NP
	Personal services	P	P	P	CUP	MAA
	Printing & publishing – limited (building <= 2,000 sf)	P	P	P	MDP	MDP
	Printing & publishing – unlimited (building > 2,000 sf)	CUP	NP	MDP	MDP	NP
	Recycling facility, collection facility – small	NP	NP	P	NP	NP
	Recycling facility, collection facility – large	NP	NP	NP	NP	NP
	Recycling facility, collection facility – processing facility	NP	NP	NP	NP	NP
	Rental storage facility	NP	NP	NP	CUP	NP
	Research & development services	MDP	NP	MDP	MDP	NP
	Restaurant	P	P	P	CUP	CUP
	Restaurant, drive-in	NP	NP	MDP	CUP	NP
	Restaurant, drive-thru	NP	NP	MDP	CUP	NP
	Retail sales	P	P	P	P	NP
	Salvage & wrecking operations					
	Motor vehicle	NP	NP	NP	NP	NP
	Non-vehicular	NP	NP	NP	NP	NP
	Second hand stores	MAA	MAA	MAA	MAA	NP
	Shopping centers	NP	NP	CUP	NP	NP
	Travel trailer park	NP	NP	NP	NP	NP
	Truck terminals	NP	NP	NP	NP	NP
INDUSTRIAL USES						
	Chemical mfg/processing	NP	NP	NP	CUP	NP
	Commissary	NP	NP	NP	NP	NP
	Industry – general	NP	NP	NP	CUP	NP
	Industry – limited	NP	NP	NP	P	NP

Downtown Overlay District Use Classifications **P Permitted** **NP Not Permitted** **CUP Conditional Use Permit** **MDP Minor Discretionary Permit**		**Downtown Overlay Districts**				
		DC	**DCT**	**TC**	**IR**	**OR**
	Hazardous waste transfer station	NP	NP	NP	NP	NP
	Salvage & wrecking operations	NP	NP	NP	NP	NP
	Speculative buildings	NP	NP	NP	MDP	NP
	Transfer stations	NP	NP	NP	NP	NP
	Truck yard	NP	NP	NP	CUP	NP
	Warehouse - limited	NP	NP	NP	CUP	NP
	Warehouse - wholesale	NP	NP	NP	CUP	NP
PUBLIC & SEMIPUBLIC USES						
	Clubs & Lodges <= 2,500 sf	P	CUP	MDP	CUP	CUP
	Clubs & Lodges > 2,500 sf	CUP	CUP	MDP	CUP	CUP
	Convalescent hospitals (including nursing homes and assisted living facilities)	NP	NP	CUP	NP	CUP
	Cultural Institutions	P	P	P	P	P
	Day care centers	MAA	P	P	MDP	P
	Government offices	P	P	P	P	P
	Hospitals	CUP	CUP	CUP	CUP	CUP
	Parking lots	MDP	MDP	MDP	MDP	MDP
	Public buildings & facilities	MDP	MDP	MDP	MDP	CUP
	Public utility service yards	NP	NP	NP	P	NP
	Religious assembly					
	Religious assembly <= 2,500 sf	P	CUP	MDP	CUP	CUP
	Religious assembly > 2,500 sf	CUP	CUP	MDP	CUP	CUP
	Schools – trade	MDP	MDP	MDP	MDP	MDP
	Schools – public/private	MDP	MDP	MDP	CUP	MDP
	Utilities – minor	MDP	MDP	MDP	MDP	MDP
	Utilities – major	NP	NP	NP	CUP	NP

9-4-104 Downtown Core (DC).
The Downtown Core is the historic focal point of Downtown Turlock. 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 (2) to four (4) 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 is intended to preserve and enhance the historic 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) Protect and enhance the pedestrian environment and accessibility in and around the Downtown Core area;

(3) 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 residences and offices on the upper floors;

(5) Encourage ground floor retail and restaurants.

(b) **Development standards.**

Category	Regulation
Land Use	
Applicable Base Zone	C-C
Maximum Lot Coverage	100% *Intensity of the allowable building coverage of the lot area. See Design Guidelines for how to handle frontage treatments.
Typical 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.
Setbacks	
Front Yard	Zero (0’) feet maximum* *Except for plazas, courtyards, entries or

	outdoor dining; for a single family residential unit, the front yard setback shall be fifteen (15’) for the residence and twenty (20’) feet for a garage or carport.
Side Yard	Zero (0’) feet maximum
Rear Yard	Zero (0’) feet maximum
Corner Side Yard	Zero (0’) feet maximum
Building Massing	
Building Height	Sixty (60’) feet maximum
Landscaping	Zero (0%) percent of lot area *may include hardscape, plazas, courtyards, and planters
Parking	
Parking Requirements	Off-street parking not required in the Downtown Core
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 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.
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 six (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 (2) 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 Design Guidelines and Zoning Regulations is required

9-4-105 Downtown Core Transition (DCT).
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) Encourage pedestrian accessibility and orientation.

(b) **Development standards.**

Category	**Regulation**
Land Use	
Applicable Base Zone	C-O
Maximum Lot Coverage	Sixty (60%) percent *Intensity of the allowable building coverage of the lot area
Typical Floor Area Ratio	1.0 *Floor Area Ratio (FAR) is the ratio of building area to parcel area
Front Yard	Ten (10') feet minimum**
Side Yard	Five (5') feet minimum*
Rear Yard	Ten (10') feet minimum*
Corner Side Yard	Ten (10') feet minimum
* When adjacent to residential zoning districts, a seven (7') foot tall decorative masonry wall is required along the property line ** For a single family residential unit, the front and corner side yard setbacks shall be fifteen (15') for the residence and twenty (20') feet for a garage or carport.	
Building Massing	
Building Height	Forty-five (45') feet maximum
Landscaping	Fifteen (15%) percent of the lot area *may include hardscape, plazas, courtyard areas, and planters
Parking	
Parking Requirements	Fifty (50%) percent of the parking

	requirements as set forth in TMC 9-2-209
	Parking shall be located at rear of lot and access from alley 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 (2) 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 Design Guidelines and Zoning Regulations is required

9-4-106 Transitional Commercial (TC).
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) Enhance aesthetics through improved landscaping and architectural forms;

(3) Create a pedestrian friendly and accessible commercial district environment.

(b) **Development standards.**

Category	Regulation	
Land Use		
Applicable Base	C-C	

Zone		
Maximum Lot Coverage	Forty-five (45%) percent *Intensity of the allowable building coverage of the lot area.	
Typical Floor Area Ratio	1.5 *Floor Area Ratio (FAR) is the ratio of building area to parcel area.	
Setbacks		
Front Yard	Ten (10’) feet minimum**	
Side Yard	Five (5’) feet minimum*	
Rear Yard	Ten (10’) feet minimum*	
Corner Side Yard	Ten (10’) feet minimum	
	*When adjacent to residential zoning districts, a seven (7’) foot tall decorative masonry wall is required along the property line ** Except for plazas, courtyards, entries or outdoor dining; for a single family residential unit, the front and corner yard setbacks shall be fifteen (15’) for the residence and twenty (20’) feet for a garage or carport.	
Building Massing		
Building Height	Forty-five (45’) feet maximum	
Landscaping	Ten (10%) percent of the lot area *may include hardscape, plazas, courtyard areas, and planters	
Parking		
Parking Requirements	Refer to TMC 9-2-200ART.	
Signage		
Signage in accordance with TMC 9-2-500ART except:		
Sites that support an auto-serving 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. A-Frame style signs are not permitted.		
Other		
Design	Compliance with the Downtown Design Guidelines and Zoning Regulations is required	

9-4-107 Industrial Residential (IR).
The Industrial/Residential areas lie in the southwest section of the downtown. This is a unique opportunity area to capitalize on the industrial character of the existing agriculturally related buildings. Many vacant and underutilized sites currently occupy this district, however, multifamily infill buildings, mixed use building, 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 South 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.

(b) **Development standards.**

Category	**Regulation**		
Land Use	**Industrial**	**Residential**	
Applicable Base Zone	I	R-H	

Maximum Lot Coverage	60%	100%	
Typical Floor Area Ratio	0.60	1.5	
	*Floor Area Ratio (FAR) is the ratio of building area to parcel area.		
Setbacks	**Industrial**	**Residential**	
Front Yard	Ten (10’) feet minimum	Ten (10’) feet minimum**	
Side Yard	Five (5’) feet minimum*	Five (5’) feet minimum*	
Rear Yard	Ten (10’) feet minimum*	Ten (10’) feet minimum*	
Corner Side Yard	Ten (10’) feet minimum	Ten (10’) feet minimum	
	* When adjacent to residential, a seven (7’) foot decorative masonry wall is required along the property boundary ** For a single family residential unit, the front and corner side yard setbacks shall be fifteen (15’) for the residence and twenty (20’) feet for a garage or carport.		
Building Massing			
Building Height	Fifty (50’) feet		
Landscaping	Ten (10%) percent		
Parking			
Parking Requirements	Refer to TMC 9-2-200ART (Off-Street Parking and Loading Regulations).		
Signage			
Signage in accordance with TMC 9-2-500ART (Signs)			

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	Not permitted	
Other		
Design	Compliance with the Downtown Design Guidelines and Zoning Regulations is required	

9-4-108 Office Residential (OR).
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.

(b) **Development standards.**

Category	**Regulation**		
Land Use	**Office or Residential**	**Mixed Use**	
Applicable Base Zone	C-O (for office uses) or R-H (for residential uses or mixed uses)		
Maximum Building Lot Coverage	Sixty (60%) percent *Intensity of the allowable building coverage of the lot area		
Floor Area Ratio	.6	.8	
	*Floor Area Ratio (FAR) is the ratio of building area to parcel area.		
Setbacks			
Front Yard	Ten (10') feet minimum**		
Side Yard	Five (5') feet minimum*		
Rear Yard	Ten (10') feet minimum*		
Corner Side Yard	Ten (10') feet minimum		
	* When adjacent to residential zoning districts, a seven (7') foot tall decorative masonry wall is required along the property line ** For a single family residential unit, the front and corner side yard setbacks shall be fifteen (15') for the residence and twenty (20') feet for a garage or		

	carport.	
Building Massing		
Building Height	Forty (40') feet maximum	
Landscaping	Fifteen (15%) percent of the lot area	
Parking		
Parking Requirements	Office: Fifty (50%) percent of the required parking spaces. On-street parking directly abutting property may be applied to meet office parking requirements. All other uses as set forth in TMC 9-2-200ART (Off-Street Parking and Loading Regulations).	Residential: As set forth in TMC 9-2-200ART (Off-Street Parking and Loading Regulations)
Signage		
Signage in accordance with TMC 9-2-500ART 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 material is preferred over internal illumination. Cabinet signs are prohibited	

A-Frame Signs	Not permitted
Other	
Design	Compliance with the Downtown Design Guidelines and Zoning Regulations is required

Article 2. Emergency Shelter Regulations

9-4-201 Purpose.
The purpose of this article is to establish a nondiscretionary process for emergency shelters that will be permitted within a zoning overlay district to meet the requirements of Senate Bill 2 enacted on October 13, 2007.

9-4-202 Emergency shelter permit required.
Prior to operating an emergency shelter, a nondiscretionary permit shall be obtained and all other applicable local, State and federal laws, regulations and codes shall be met. The approval shall be specific to a location and shall not be transferable to any other location. The application shall be on a form prescribed for that purpose, and shall include the written consent of the owner of the property on which the shelter is to be located. The permit shall be recorded on the property and shall run with the land.

9-4-203 District cap on number of beds that may be permitted.
The Turlock City Council shall establish the cap on the number of beds that may be permitted under this nondiscretionary permit process. The cap shall be reviewed annually by the Turlock City Council at a formal public hearing.

9-4-204 Nondiscretionary emergency shelter permit application: review and approval.
(a) Once an application has been accepted as complete, the Development Services Director or designee shall take action within thirty (30) days.

(b) Once an application has been accepted as complete, the Development Services Director or designee shall refer the permit application to City departments and any other agencies deemed appropriate by the Development Services Director.

(c) In considering an application for a permit pursuant to this section, the application shall meet all of the following standards:

(1) The application shall be for an emergency shelter as defined in the California Health and Safety Code.

(2) The property must be located within the emergency shelter zoning overlay district adopted by the Turlock City Council and located within a Heavy Commercial (CH), Community Commercial (CC), Industrial (I), Downtown Industrial Residential (IR), or Downtown Transitional Commercial (TC) zoning district. In no case shall an emergency shelter permit be issued for a property located in a residential district as defined in Articles 1 and 2 of Chapter 9-3 TMC or the Downtown core overlay district defined in TMC 9-4-102.

(3) Approving the application shall not result in the number of beds within the overlay zoning district exceeding the district cap or the property-specific cap established by the Turlock City Council established pursuant to TMC 9-4-203 or TMC 9-4-205(a), respectively.

(d) The permit shall not be deemed to be a discretionary act within the meaning of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

9-4-205 Conditions.
In authorizing an application for a nondiscretionary emergency shelter permit, the Community Development Director shall include as conditions of approval, the following minimum provisions:

(a) The maximum number of beds on a property shall not exceed the following levels:

(1) Forty (40) beds in the Community Commercial (CC) and Downtown Transitional Commercial (TC) districts;

(2) Seventy-five (75) beds in the Heavy Commercial (CH) zoning district; and

(3) One hundred (100) beds in the Industrial (I) and Downtown Industrial Residential (IR) zoning districts.

(4) The number of beds shall not exceed the district cap established in TMC 9-4-203.

(b) The development of the property shall be consistent with the General Plan; the Turlock Municipal Code including, but not limited to, this title; the Turlock Standard Specifications and Drawings; the City of Turlock Design Guidelines; and all other State and federal codes, laws and regulations. Design review required pursuant to TMC 9-5-1000ART shall apply and shall be performed in conjunction with review of this permit.

(c) If located within one hundred fifty (150’) feet of a residential zoning district, outdoor activity and intake areas shall be screened from public view and from the view of adjacent properties.

(d) Adequate lighting shall be provided in all parking, pedestrian paths, and entry areas. Lights shall be shielded and reflected away from adjacent uses.

(e) Off-street parking shall be provided at a rate of one (1) vehicle parking space per employee (by shift) plus one (1) vehicle parking space for every ten (10) beds. Bicycle parking shall be provided at a rate of one (1) space for every three (3) beds and shall meet the California Building Code requirements. Off-street parking within five hundred (500') feet devoted to the shelter during its operating hours by formal contractual agreement between the shelter operator and the property owner may be approved by Planning Division as satisfying the off-street parking requirement. Parking available on-street along the street frontage of the property on which the shelter is located may also be counted toward satisfying the off-street parking requirement.

(f) Adequate management, support staff and security must be present during the hours of operation of the facility. A minimum of one (1) supervisory level staff member must be present on the site during hours of operation. Operator(s) must ensure that loitering does not occur on the property during off-hours and must ensure that clients are not loitering, littering, or otherwise creating a nuisance to the neighborhood. A security plan shall be submitted to the Turlock Police Department for approval and must be approved before the facility begins operation and annually thereafter. If a client is socially disruptive or is responsible for creating any type of nuisance to the neighborhood or facility, the operator must discharge the client and notify the Turlock Police Department.

(g) The security plan prepared under subsection (f) of this section must include the hours of operation and intake period and must provide at least one (1) employee or volunteer of the same sex as clients. Alcohol, weapons and illegal substances shall not be allowed on the site at any time. The operator must comply with all laws and shall notify the Police Department of all crimes in accordance with the security plan.

(h) If twenty-six (26) or more beds are included in the permit, a security guard or security officer must be provided during the intake period. If fifty-one (51) or more beds, a second security guard or security officer must be provided during the intake period. Security guards must be licensed through the State of California Department of Consumer Affairs Bureau of Security and Investigative Services.

(i) The maximum length of stay shall be no longer than that established by the California Health and Safety Code for emergency shelters.

(j) The shelter shall have set hours of operation and the hours shall be posted in a publicly visible and accessible location on a sign that is no larger than one (1) square foot.

(k) Outdoor activity shall be allowed only during the hours of 8:00 a.m. to 10:00 p.m. The shelter shall comply with TMC 9-2-300ART (Noise Standards) at all times.

(l) Pets may be allowed on site. For purposes of this section, “pets” means dogs and cats only. All pets must be kept within an enclosed crate that shall be maintained and cleaned by the

operator of the emergency shelter. All pets shall be housed within the emergency shelter and shall be leashed at all times when not housed in the crate. No limit shall be placed on the number of pets that can be maintained. All dogs shall be properly licensed and vaccinated for parvo, distemper, bordetella and any other applicable diseases. No unaltered pets or puppies/ kittens under the age of four (4) months shall be permitted. No sick or aggressive animals shall be permitted. Pet owners and emergency shelter operators are required to dispose of animal feces as outlined in TMC 6-1-116. Each pet owner shall provide the shelter operator with the name of an emergency contact person to house the pet in the event that the owner is unable to care for the pet. All animal storage facilities will be properly cleaned daily. The shelter shall be subject to obtaining an initial permit that shall be reviewed and renewed annually. A fee shall be set by City Council resolution for the initial permit and annual compliance inspections, and may be amended from time to time.

9-4-206 Application processing fee.
A fee shall be paid by the applicant to cover the costs of processing and administering the nondiscretionary emergency shelter permit application. Such fee shall be set by City Council resolution, and may be amended from time to time.

9-4-207 Suspension or revocation of emergency shelter permit.
An emergency shelter permit may be suspended or revoked in accordance with the procedures and standards TMC 9-5-1100ART (Enforcement).

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9-5-1101 Purpose.

9-5-1102 Permits, licenses, certificates, and approvals.

9-5-1103 Violation.

9-5-1104 Enforcement.

Article 1. Permit Applications, Hearings, Amendments, and Appeals

9-5-101 Applications: Form.
The Development Services Director shall prescribe the form in which applications shall be made for the reclassification of property, permits, amendments, and appeals. In addition to any other information required in connection with applications, a map shall be submitted with each application showing the boundaries of the subject parcel and each parcel within an area defined by TMC 9-5-120 for mailing notices of hearings. This map shall include the Assessor's block and lot numbers of each parcel so shown. A list shall accompany the map giving the names and addresses of the property owners of the subject parcels. No application shall be accepted unless it is complete and complies with such requirements. The acceptance of an application shall not constitute any indication of approval.

The application shall be made on forms furnished by the Development Services Department and shall be full and complete. All applications shall include data such as building and site plans and other information necessary to assure the presentation of all pertinent facts for the permanent record and to assist in determining the validity of the request.

9-5-102 Applications: Accompanying maps and data.

An application for a permit, reclassification of land, amendment or appeal shall be accompanied by maps, drawings, and data as necessary to evaluate the proposed request for conformance with the General Plan and the provisions of this chapter.

9-5-103 Applications: Investigations.
The responsible official shall make, or cause to be made, an investigation of the facts bearing on the case to provide the information necessary to assure action consistent with the intent of this chapter and the Turlock Area General Plan and its amendments. A written report of such investigation shall be presented to the bodies charged with the responsibility of dealing with the specific action.

9-5-104 Applications: Hearings.
Upon the receipt of a complete and verified application, a reasonable time and place for a public hearing with the appropriate deciding body shall be established. The hearing shall be held in accordance with the procedures and requirements set forth in this article.

9-5-105 Application fees.
(a) **Applications and permits.** The City Council shall, by resolution, fix the amount of the fees for the applications and permits required and authorized by the provisions of this chapter. Before accepting any application, the established fee shall be charged and collected.

(b) **Special reports and consultants.** Before accepting any application for filing, the estimated costs of any special report or consultant's fee determined to be necessary shall be charged and collected. Any actual cost that is more than that paid by the applicant shall be collected from the applicant prior to the issuance of the permit, and any estimated cost collected from the applicant that is more than the actual cost shall be returned to the applicant at the time of the issuance of the permit.

(c) **Waivers.** Any fee required by the provisions of this chapter may be waived for any public body, district, or agency of the Federal, State, County, or municipal government.

9-5-106 Application expiration.
The application shall expire after one (1) year from the date of submittal or if the applicant fails to respond to an incomplete letter from the Planning Division within six (6) months of transmittal.

9-5-107 Permits: Expiration.
Any permit issued shall expire if the use permitted has not commenced within one (1) year of the date of approval or as otherwise specified in the permit. A use shall be deemed to have commenced upon issuance of a building permit, construction, the issuance of a Certificate of Occupancy from the Building Division, or approval of other permits deemed equivalent by the Development Services Director.

9-5-108 Permits: Renewal.
Any permit may be renewed for an additional period of one (1) year, provided an application for the renewal of the permit is filed with the acting agency prior to the expiration of the permit. The acting agency may grant or deny an application for renewal in the same manner as set forth in this article for the specific action in the original application.

9-5-109 Permits, certificates, and licenses: Validity.
Any permit, certificate, or license issued in conflict with the provisions of this article shall be null and void.

9-5-110 Permits and variances: Revocation or modification: Grounds.

Unless otherwise specifically provided in this article, the acting agency may revoke or modify any permit or variance on one (1) or more of the following grounds:

(a) That the approval was obtained by fraud;

(b) That the use for which the approval was granted is not being exercised;

(c) That the granted permit or variance is being, or recently has been, exercised contrary to the terms and conditions of approval or in violation of any statute, ordinance, law, or regulation;

(d) That the use for which the approval was granted is being exercised in a manner that is detrimental to the public health or safety or constitutes a nuisance; or

(e) That the continued exercise of the use for which the approval was granted appears to be detrimental or contrary to the public welfare.

9-5-111 Permits and variances: Suspension and revocation.
Upon determining the violation of any applicable permit or variance granted according to the provisions of this chapter, the Development Services Director may automatically suspend that permit. The property owner will be notified immediately upon suspension. All operations of the use may be ordered to cease during the time of suspension if it is determined necessary in order to protect the health, safety and general welfare of the public. A public hearing shall be held within sixty (60) days of notification of suspension. If, at this hearing, it is determined that the regulations, general provisions and conditions are not being complied with, the permit or variance may be revoked or action may be taken to ensure compliance.

9-5-112 Amendments: Authorized.
This chapter may be amended by changing the boundaries of districts, the classification of land, any regulations, or other provisions if required for the public necessity, convenience, or general welfare. Amendments may be authorized by the City Council upon a recommendation from the Planning Commission. The procedures and requirements set forth in this article shall govern all

9-5-113 Amendments: Initiation.
Amendments may be initiated as follows:

(a) By a resolution of intention of the Council;

(b) By a resolution of intention of the Commission;

(c) By the application of any interested person or the Development Services Director for an amendment involving the classification of any use not listed in this chapter or to change the classification of any listed use where it is alleged that change in processes, procedures, or methods of operation or serving the public warrant such change.

9-5-114 Amendments: Applications.
The application for an amendment shall be filed with the Secretary of the Planning Commission by the applicant. The applicant shall submit all the required data in accordance with the provisions of this article.

9-5-115 Amendments: Hearings.
All applications for amendment shall be reviewed at a public hearing before the Planning Commission in accordance with the provisions of this article. The City Council shall take action

on the proposed amendment at a public hearing subsequent to review and recommendation by the Planning Commission.

9-5-116 Hearings: Scope of provisions.
The procedures and requirements in TMC 9-5-121 through TMC 9-5-130 shall govern the action on matters requiring public hearings.

9-5-117 Hearings: Time and place.
The Secretary of the Commission or the Clerk of the Council shall set a reasonable time and place for public hearings. Hearings shall be held not less than fifteen (15) nor more than one hundred (100) days after the receipt of a completed application including all necessary documents or studies, unless different time limits are specified in this article for the specific actions.

9-5-118 Hearings: Notices: Form.
The notice of a public hearing shall include the description of the property, the nature of the proposal, the time and place at which the public hearing will be held.

9-5-119 Hearings: Notices: Publication.
All notices of public hearings before the Planning Commission or the City Council shall be published in a newspaper of general circulation in the community not less than ten (10) days before the hearings.

9-5-120 Hearings: Notices: Posting and mailing.
All notice of public hearings before the Planning Commission shall be posted and mailed or published, in accordance with the following requirements:

(a) **Posting.** Not less than one (1) notice giving the time, date and location of the hearing shall be posted in a location that is visible to the general public. Such notices shall be posted not less than seventy-two (72) hours prior to the hearing.

(b) **Mailing.** Letter or postal card notices shall be mailed to property owners within a five hundred (500') foot radius of the subject property not less than ten (10) days before the hearing. The applicant may furnish a certified copy of the names and addresses of the property owners as shown on the latest equalized assessment role. The failure to send a notice by mail to any property owner, where the address is not a matter of public record, shall not invalidate any proceedings in connection with any action.

(c) **On-site posting.** Within ten (10) days of filing an application for a permit for a project requiring a public hearing before the Planning Commission, the applicant shall post an approximately four (4') foot by six (6') foot sign, containing both a written description and an illustration of the proposed project, on the subject property in a location visible to the public or other location approved by the Development Services Director.

(d) **Publication.** When a large number of parcels of land are to be rezoned to conform to the General Plan, all notices may be given by publication in a newspaper of general circulation in the City and in the County. There shall be a minimum of two (2) publications at least five (5) days apart, and the last publication shall be at least ten (10) days prior to the hearing.

9-5-121 Hearings.
The Planning Commission or City Council shall review the application or proposed action and any evidence or reports pertinent to any action to be taken. The Planning Commission or City Council shall hear all persons wishing to be heard on the subject for the public hearing. The

applicant or appellant may appear in his own behalf or be represented by other authorized representatives.

9-5-122 Hearings: Transcripts.
Any person interested in an application, appeal, or proposed action may request a copy of the recorded tapes, if any, within two (2) weeks of the hearing date. Any request shall be submitted in writing, and the person making the request shall agree to pay all the costs involved in obtaining a copy of the tapes. Nothing in this section shall prevent any interested person from employing a stenographic reporter of his own if he so chooses.

9-5-123 Hearings: Continuance.
If, for any reason, a public hearing cannot be held on the date set, the Planning Commission may reschedule the hearing to a later date. When rescheduled to within thirty (30) days of the original hearing date, the Planning Commission may publicly announce the time, place and location of the rescheduled hearing and additional notice will not be required. Otherwise, if the hearing is rescheduled beyond thirty (30) days, additional public notice will be required in accordance with TMC 9-5-117 through TMC 9-5-120.

9-5-124 Commission hearings: Commission recommendations.
The Planning Commission shall provide its recommendations to the project applicant within ten (10) days after the conclusion of the public hearing. Such action shall be by resolution which shall set forth the findings of the Planning Commission and any recommended conditions and any specific findings or recommendations specified in this article for the specific action thereon. The action shall be by a majority vote of all the voting members.

9-5-125 Commission hearings: Transmittal of resolutions.
Not later than ten (10) days following the rendering of a decision or recommendation, a copy of the resolution shall be sent by mail to the applicant at the address shown on the application filed with the Secretary of the Planning Commission. Other copies of the resolution shall be mailed or filed as specified in this article for the specific action thereon.

9-5-126 Commission hearings: Records.
The Secretary of the Planning Commission shall maintain a record of the evidence presented at such public hearing. If the Planning Commission recommends the approval of the application or the proposed action, the Secretary of the Planning Commission shall transmit the complete record of the case to the City Council. In the case of an appeal on a Planning Commission decision, the Secretary of the Planning Commission shall transmit the complete record of the case to the City Council immediately after the appeal is filed.

9-5-127 Council hearings: Council decisions.
The City Council shall take action on recommendations from the Planning Commission by approving, conditionally approving or disapproving proposed applications. City Council action shall be taken by resolution or, in the case of amendment to the zoning regulations, by ordinance. Such resolution shall set forth the findings of the City Council and any required conditions, including the time limits and the guarantees necessary to insure compliance with the provisions of this chapter and the General Plan.

9-5-128 Council hearings: Transmittal of resolutions and ordinances.
Not later than ten (10) days following the rendering of a decision, a copy of the resolution or ordinance shall be forwarded to the Secretary of the Planning Commission by the City Clerk.

9-5-129 Council hearings: Records.

The City Clerk shall make a record of the evidence presented at the public hearing. The record, together with the resolution or ordinance announcing the findings of the public hearing, shall be maintained as a part of the permanent records of the City.

9-5-130 Appeals: Authorized.
Any action or decision of the Planning Commission rendered pursuant to the provisions of this Chapter may be appealed as provided by Chapter 4 of Title 1 of this Code. Any action of the Development Services Director made hereunder, may be appealed to the Planning Commission in the same manner as provided by Chapter 4 of Title 1 of this Code.

9-5-131 Permits and Variances: New Applications.
Following the denial or revocation of any permit or variance, an application for the same, or similar use on the same site, shall not be accepted for submittal to the acting agency within a one (1) year period after the date of denial or revocation.

Article 2. Zoning Certificates and Home Occupation Permits

9-5-201 Zoning certificates: Purpose.
The purpose of a zoning certificate is to provide a preliminary review for proposed business uses to determine consistency and conformance with requirements of the applicable zoning district.

9-5-202 Zoning certificates: Required.
A zoning certificate shall be required prior to the commencement of any new business use or change of ownership upon application for a business license. A zoning certificate shall not be required for the renewal of a business license for existing businesses.

9-5-203 Zoning certificates: Application.
An application for a zoning certificate may be made at the same time the application for a business license is made. The acceptance of an application shall not constitute any indication of approval.

9-5-204 Zoning certificates: Applications: Departmental approval.
The Development Services Director shall check the application to assure compliance with all the provisions of this chapter and may issue the zoning certificate upon determining that proposed use either conforms with the standards of the applicable zoning district or constitutes a previously conforming use.

9-5-205 Zoning certificates: Denial.
Should the Development Services Director determine that the proposed use does not conform to the standards of the zoning district or constitute a previously existing conforming use, approval of the zoning certificate application shall be denied.

9-5-206 Zoning certificates: Effective date.
The zoning certificate shall become effective immediately after the issuance of such certificate by the Development Services Director. However, the approved use shall not commence until a Certificate of Occupancy has been issued by the Building and Safety Division.

9-5-207 Zoning certificates: Expiration.
The zoning certificate shall expire six (6) months after the effective date if the use has not commenced within this time. If the approved use has commenced within six (6) months of the effective date, the zoning certificate shall expire concurrently with the expiration of any associated Business License.

9-5-208 Home occupation permits: Required.
No home occupation shall be established in a residence until a home occupation permit is approved by the Secretary of the Planning Commission.

9-5-209 Home occupation permit: Applications.
An application for a home occupation permit shall be submitted to the Secretary of the Planning Commission by the person responsible for the operation of any home occupation. If the applicant is not the owner of the property involved, the applicant shall have a “consent of owner” form signed by the owner or his authorized representative.

9-5-210 Home occupation permits: Conditions: Issuance.
(a) **Conditions.** No home occupation permit shall be issued unless the use applied for meets the following standards and conditions:

(1) The permit is only valid for the person(s) and location identified in the application and shall not be transferrable to another person(s) or location.

(2) The home occupation shall be conducted entirely within the residential dwelling or approved accessory structure that complies with Section 101 of Chapter 2 or Title 9 of the Turlock Municipal Code [Section 9-2-101: Accessory Buildings or Structures]. Outside activity, storage, or display is prohibited.

(3) The floor area used for such occupation or profession shall not exceed 400 square feet in any case.

(4) The proposed occupation shall clearly be incidental and secondary to the residential use of the dwelling, and shall not change the residential character of the dwelling.

(5) Window displays, “show windows”, or other exterior display to attract customers, clients, or the general public are prohibited. No exterior sign, except a professional occupation sign one foot by one foot is size, announcing the name and home occupation affixed to a wall of the primary dwelling.

(6) Exterior alterations of residential dwellings, for the purpose of drawing attention to the business, or in association with the operation of the business, are prohibited.

(7) Operation of the business shall not generate vehicular traffic that is not normally associated with residential or agricultural uses.

(i) Deliveries to the home occupation shall be limited to no more than two (2) deliveries per day. No delivery shall be by vehicles larger than a typical delivery van (Fed Ex, UPS, etc.)

(ii) No more than one (1) standard pick up or van, and one (1) utility trailer, as defined and in accordance with the Turlock Municipal Code, Section 9-2-114, specifically designated to be used for the home occupation shall park at the subject residence at any time.

(iii) Must comply with Turlock Municipal Code, Section 4-7-1008 concerning the parking of commercial vehicles in residential districts.

(iv) In the event outside persons are employed to perform functions of this business away from the premises, parking or storage of employees’ vehicles in the

neighborhood is prohibited.

(v) At least one (1) on-site parking space shall be provided for customers to the business. For the purposes of this Section only, parking in a driveway shall meet the definition of a parking space.

(8) Such occupation of profession shall be conducted by the residents of the premises.

(9) The proposed home occupation business shall be limited to no more than two (2) customers at a time and no more than six (6) customers per day, arriving no earlier than 7:00 a.m. and leaving no later than 7:00 p.m.

(10) Storage of goods that are not produced on the premises shall be limited to 100 cubic feet (approximately the size of a typical residential bedroom closet).

(11) The proposed occupation shall only involve the use of power-driven equipment or chemicals normally incidental to the residential use.

(12) The applicant shall not list or advertise the residence address in the commercial telephone directory, newspaper, radio, or television in connection with the proposed occupation or profession.

(13) The proposed occupation shall not create a nuisance by reason of noise, odor, dust, vibration, fumes, smoke, electrical interference, or other causes.

(14) Any other conditions that the Development Services Director, or designee, deem necessary to protect the health, safety, and welfare of the residents in the surrounding neighborhood.

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

(c) **Compliance with all other laws and regulations.** Business operations conducted at this residence shall comply with all local, state, and federal laws and regulations, including, but not limited to, building, fire, and ADA accessibility requirements.

(d) **Issuance.** The Secretary of the Planning Commission shall analyze all the facts presented and, if the use applied for meets each and every one of the required conditions and standards, shall issue the home occupation permit within ten (10) days.

9-5-211 Home occupation permits: Denial.
A home occupation permit issued pursuant to the provisions of this article shall not include commercial photograph studios, beauty parlors, barber shops, or any similar service enterprises, that do not comply with the provisions of TMC 9-5-210 (Home Occupation Permits: Conditions: Issuance). Retail sales (except for goods produced on the premises), music schools, dancing schools. business schools, or other schools of any kind with organized classes, retail motor vehicle sales or repair or any similar activities are prohibited.

If the use applied for does not meet the required conditions and standards, the Secretary of the Planning Commission shall deny the application.

9-5-212 Home occupation permits: Term.
A home occupation permit shall not expire unless revoked; however, the permit is not transferrable to a different permittee, location, or use.

9-5-213 Home Occupation Permits: Revocation.
The Home Occupation Permit granted under this article shall be subject to revocation by the Development Services Director, or designee, when the permittee violates any of the restrictions and conditions set forth in this article.

Article 3. Minor Administrative & Minor Discretionary Permits

9-5-301 Minor administrative approval (MAA): Purpose and intent.
Minor Administrative Approvals are those which are routine in nature and do not require a public hearing, but may require an administrative interpretation regarding compliance with established policies, standards and guidelines adopted by the Turlock City Council. The purpose of Minor Administrative Approvals is to provide speedy approval over the counter or within a time period of no more than five (5) working days, depending on the complexity of the specific proposal. They are distinct from “ministerial” approvals which are “non-discretionary” actions permitted upon a determination that the standards established by City Ordinance for the proposal are met.

9-5-302 Minor administrative approval: Applicability.
Only those uses, activities, or permits as specifically enumerated in the zoning districts or other articles of this chapter as requiring a Minor Administrative Approval may be approved and issued following the administrative discretion of the Development Services Director or his/her designee according to the provisions contained in this article.

9-5-303 Minor administrative approval: Application.
Applications for Minor Administrative Approval shall be made to the Development Services Department on a form prescribed by the Department and shall include all requisite materials and payment of applicable filing fee.

9-5-304 Minor administrative approval: Review: Approval.
All applications for a Minor Administrative Approval must first be approved in writing by the Development Services Director or his/her designee before such use or activity commences. All applications and proposed uses shall be reviewed for compliance with the applicable policies, standards and guidelines which shall be adopted by resolution of the Planning Commission or City Council, as may be amended from time to time.

The Development Services Director may approve, conditionally approve, or disapprove an application for such permit.

9-5-305 Minor administrative approval: Expiration.
If requested prior to expiration, the Minor Administrative Approval may be extended by the Development Services Director upon a finding of just cause.

9-5-306 Minor administrative approval: Fee.
A fee shall be paid by the applicant to cover the costs of processing and administering the Minor Administrative Approval application service as established by the City Council as set forth in Article 3 of Chapter 3 of Title 3 of this Code. Such fee shall be set by City Council resolution, and may be amended from time to time.

9-5-307 Minor discretionary permits: Purpose and intent.
Minor Discretionary Permits require administrative discretion in determining compliance with adopted policies, codes and standards of the City and require public notice prior to approval. Minor Discretionary Permits may be authorized by the Development Services Director within a typical time frame of three (3) to four (4) weeks.

9-5-308 Minor discretionary permit: Authorized.
Only those uses, activities, or permits specifically enumerated in the applicable zoning districts as requiring a Minor Discretionary Permit may be approved and issued upon administrative discretion of the Development Services Director or his/her designee according to the provisions contained in this article.

9-5-309 Minor discretionary permit: Application. Completeness.
(a) Applications for Minor Discretionary Review shall be submitted to the Development Services Department including all required materials and the written consent of the property owner of the proposed location. All materials must be clear, legible and of sufficient clarity to allow other interested agencies and interested property owners to understand the proposal.

(b) No later than five (5) days following submittal of an application for Minor Discretionary Permit, the application and all related materials will be reviewed for completeness. The applicant will be notified immediately if an application is found to be incomplete, and the additional information needed to complete the application will be identified. The applicant is responsible to provide any missing information and/or revised plans as may be necessary and resubmit the materials. Once resubmitted, the application will again be reviewed for completeness as described above.

(c) Once an application has been deemed complete, the Development Services Director or his/her designee shall transmit the relevant parts of the permit application to all affected City departments for review, comments, and condition requirements. All comments will be returned to the Development Services Director within ten (10) working days.

9-5-310 Minor discretionary permit: Review.
The Development Services Director shall consider the following aspects of each Minor Discretionary Permit application to the extent they are applicable to the proposal:

(a) Relationship to the character of the neighborhoods in which the site is located, the appearance and harmony of proposed buildings and/or their use with adjacent development and the surrounding natural features.

(b) Review of site layout, considering the orientation and location of buildings and open spaces in relation to physical characteristics of the site.

(c) Review of the layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, drives and walkways.

(d) Review of buildings for scale, mass, proposition, articulation of facades, use of materials, overall composition of design and harmony with surrounding buildings.

(e) Review of location height, and materials of fences, walls and screen plantings to ensure harmony with adjacent development and adequate screening of storage and nuisance activities.

(f) Review of colors and materials in relationship to adjacent architectural and natural elements.

(g) Review subdivision designs to ensure that developments are in harmony with established neighborhoods or surrounding natural features.

(h) Review of landscape plans for placement and selection of all plant materials with emphasis on variety and hardiness of Turlock's climatic conditions.

(i) Review of location, color, size, height, lighting, and landscaping of outdoor advertising signs and structures, in relation to traffic hazards and appearance and harmony with the environment.

(j) All other relevant comments from affected City departments and other agencies.

9-5-311 Minor discretionary permit: Notice.
(a) The Development Services Director shall give notice of the proposed request, by mail or delivery, to all adjacent property owners not less than ten (10) days prior to the date on which the administrative decision will be made. Adjacent property owners shall include those abutting all sides of the property upon which the request is made, including those across any abutting public or private street or others the Director determines should receive public notice. Property owner and address information used by the City shall be based on the latest equalized assessment role.

(b) If no hearing is requested by the applicant or other affected person, or if no responses are received in opposition to the request within the prescribed time period, then the Development Services Director or his/her designee may take action on the Minor Discretionary Permit application.

(c) If a hearing is requested by the applicant or other affected person or agency, or if any responses are received in opposition to the request, the Development Services Director shall forward the application to the Planning Commission for formal public hearing and consideration. When the application is forwarded to the Planning Commission, the applicant shall be responsible for the payment of additional application processing fees necessary to cover the costs of this additional review and public notice. The applicant may also be asked to supplement the permit application materials as determined by the Development Services Director.

9-5-312 Minor discretionary permit: Approval: Findings: Conditions.
(a) The Development Services Director or his/her designee may approve, conditionally approve, or disapprove an application for a Minor Discretionary Permit. In approving a Minor Discretionary Permit application, the Development Services Director or his/her designee shall find that the following are fulfilled or shall impose reasonable conditions to ensure that they are fulfilled:

(1) The proposal is consistent with the Turlock General Plan, the Zoning Ordinance and all other adopted plans for the site;

(2) The proposal is in harmony with the existing or proposed development in the general area or neighborhood and will be compatible with adjacent structures and uses, including those on adjoining properties;

(3) The proposal is consistent with the development plan, terms, conditions, and/or intent of any planned development or conditional use permit currently in effect on the property;

(4) Any structural elements contained within the proposal is of high quality design consistent with the intent of the City Design Element of the Turlock General Plan and the exterior

design, appearance, materials, and colors will not cause the nature of the neighborhood to materially depreciate;

(5) The proposal will not otherwise constitute a nuisance or be detrimental to the public safety, health, and welfare of the neighborhood and community.

9-5-313 Minor discretionary permit: Fee.
A fee shall be paid by the applicant to cover the costs of processing and administering the Minor Discretionary Permit application service as established by the City Council as set forth in Article 3 of Chapter 3 of Title 3 of this Code. Such fee shall be set by Council resolution, and may be amended from time to time.

9-5-314 Minor discretionary permit: Violation: Penalty.
Any person who undertakes, operates or maintains a use of land in any district other than in strict compliance with the provisions of this title or the terms and conditions of any written approval granted, shall be subject to the penalties set forth in this chapter.

9-5-315 Minor discretionary permit: Time limits for development of property and uses.
The Community Development Director may establish a time limit for development of the subject property and use. The time limit set by the Development Services Director shall be reasonable, based upon the size and nature of the proposed development. Such time limit may be extended by the Development Services Director for good cause when the applicant presents proof of unusual conditions not of his own making.

9-5-316 Outdoor dining defined.
Outdoor dining entails the use of City sidewalks and public rights-of-way for the consumption of food or beverages in conjunction with the operation of a bona fide food service establishment properly licensed for such service and which provides on-premises customer seating.

9-5-317 Outdoor dining permit required.
No owner or operator of a business establishment shall occupy any portion of a public sidewalk, court, plaza, alley, or street with tables and chairs for outdoor dining without first obtaining a minor discretionary permit in accordance with TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits) and with the provisions of this article.

9-5-318 Authority to issue outdoor dining permits.
The Development Services Director, or his or her designated representative, is hereby authorized to issue outdoor dining permits, revocable at will, to owners or operators of business establishments for the placement of tables and chairs in the public sidewalk, court, alley or street adjacent to and incidental to the operation of a food service establishment, according to the procedures as set forth in this article. An outdoor dining permit will not be issued where, in the opinion of the Community Development Director, or his or her designated representative, the speed, volume or nearness of vehicular traffic is not compatible with outdoor dining. Issuance will not be unreasonably withheld.

9-5-319 Application for outdoor dining permit.
Every owner or operator of a business establishment desiring to place tables and chairs in a public sidewalk, court, alley or street shall first submit an application for the issuance of such a permit to the Development Services Department. Each application shall state the name of the applicant, the name and address of the establishment, the proposed area to be occupied by the tables and chairs, and the hours and days that the area is to be so occupied. The application shall be accompanied by a space-use plan which indicates the location, number and

arrangement of the tables and chairs to be used, the location of the entrance to the establishment, and the location of any existing sidewalk obstructions in the proposed area to be occupied by the tables and chairs. Trees, traffic signs, benches and all similar obstacles shall constitute obstructions.

9-5-320 Issuance of outdoor dining permit.
If the proposed design and location of the tables and chairs to be used for outdoor dining, as described in the application, conforms to those guidelines set forth by the Development Services Director, or his or her designated representative, an outdoor dining permit shall be issued to the applicant.

No permit shall be issued until the applicant has paid a one-time fee for the permit. The amount of the permit fee is in an amount as shall be set forth from time to time by resolution of the City Council.

9-5-321 Conditions and restrictions pertaining to outdoor dining.
The issuance of permits by the Development Services Director for the use of City sidewalks and public rights-of-way for the consumption of food or beverages in front of business establishments are subject to the following:

(a) The outdoor dining area shall leave not less than four (4') consecutive feet of sidewalk width to ensure adequate space for pedestrian traffic on the adjacent sidewalk. The minimum width stated above must be free of all obstacles and obstructions for a clear path of travel. For the purpose of minimum clear path, traffic signs, trees and all similar obstacles shall constitute obstructions. It is the responsibility of the permittee to keep this sidewalk pedestrian zone clear and unimpeded for pedestrian movement.

(b) Outdoor dining areas may not intrude on pedestrian "clear vision zones" at corners and thus must be set back a minimum of six (6') feet from any crosswalk. The outdoor dining area must not interfere with curbs, ramps or driveways. No element of the outdoor dining area may interfere with access to any building including all paths of travel or exit.

(c) When the sidewalk is not in use for seating and service, all removable fixtures (i.e., chairs, planters, tables, etc.) shall be stored inside the restaurant premises.

(d) The outdoor dining area must remain clear of litter at all times. The permittee shall maintain the tables and chairs in the permitted outdoor dining area in a clean condition at all times.

(e) Outdoor dining areas must conform to and comply with all relevant regulations in this Code and all applicable building laws including State laws and regulations.

(f) Tables, chairs, and customers shall be confined to the area shown on the application submitted by the permittee.

9-5-322 Insurance.
Each outdoor dining permittee shall provide the City Clerk with evidence of insurance coverage in the amount and form as approved by the City Attorney or his/her designee. Such amounts shall be set forth from time to time by resolution of the City Council. The required insurance shall be maintained in a current status throughout the use of the public right-of-way, and a copy of the insurance renewal shall be provided to the City Clerk and/or the Planning Division upon renewal.

9-5-323 Alcoholic beverage restrictions.

The service of alcoholic beverages shall be restricted solely to on-premises consumption by customers within the outdoor dining area. Each of the following standards apply to outdoor dining areas which provide alcoholic beverage service:

(a) The outdoor dining area must be clearly and physically separated from pedestrian traffic. All barriers, railings, fences or planters placed around a sidewalk cafe whether moveable or permanent, affixed, and contiguous to the sidewalk and in place during hours of operation to clearly define the area. The spacing, if any, between barriers, railings, fences, or planters must prevent pedestrian traffic through them. Landscaping can be either in planters or planted in the ground. In order to maximize visual access and pedestrian safety, the height of the railing, barrier or planter, with its planted material, shall not be less than three (3') feet;

(b) The business operator shall post a written notice to customers that the drinking or carrying of an open container of alcohol is prohibited outside the outdoor dining area;

(c) The outdoor dining area operation must be duly licensed by the State Department of Alcoholic Beverage Control, and the City of Turlock requirements and restrictions for the service of alcoholic beverages in outdoor dining areas shall not be less than those required by the State Department of Alcoholic Beverage Control; and

(d) Any and all exits from the bona fide food service establishment to be used for the service of alcoholic beverages to the outdoor dining area must be included in the outdoor dining permit issued pursuant to this section.

9-5-324 Outdoor dining permit not deed or easement.
Permission to encroach upon a portion of a public sidewalk with tables and chairs granted under this section shall not constitute a deed or grant of an easement by the City.

9-5-325 Suspension or revocation of outdoor dining permit.
The outdoor dining permit granted under this chapter shall be subject to suspension or revocation by the Development Services Director when the permittee violates any of the restrictions and conditions set forth in this section, or any rule or regulation of the Development Services Director adopted in pursuance of the provisions of this section. The outdoor dining permit shall be automatically suspended upon the termination of the insurance required under TMC 9-5-322. Upon termination of the insurance required under TMC 9-5-322, permittee agrees to indemnify and hold the City of Turlock, its officers, agents and employees free and harmless from any and all damages, costs, charges or liability of any kind or character that may arise out of, relate to, or in any way be connected with the exercise of the rights granted pursuant to the issuance of the encroachment permit.

The City of Turlock must notify the State Department of Alcoholic Beverage Control of any suspension or revocation of an outdoor dining permit granted under this section.

9-5-326 Protest issuance of permit.
Any person or persons who deem their interests or property, or that of the general public, will be adversely affected by the occupancy of a public sidewalk, court, alley or street with tables and chairs for outdoor dining and for which permission has been applied for under the provisions of this chapter, may protest the issuance of said permit by writing to the Development Services Director within thirty (30) calendar days after the permit has been approved. Upon receipt of any such protest, the Development Services Director will schedule a hearing to hear all protests or oppositions to the issuance of an outdoor dining permit.

9-5-327 Denial of permit.

Upon denial of a permit by the Development Services Director, an applicant may, within ten (10) calendar days following notification of such denial, file a notice of appeal to the City Council, who shall then hear all appeals concerning the application for permit.

9-5-328 Penalties.
The placement of tables and chairs on a public sidewalk or other public right-of-way without a permit issued in compliance with this chapter shall constitute an infraction punishable by a fine of One Hundred and no/100ths ($100.00) Dollars. The nonpayment of such fine, or the continued existence of a condition in violation of this section, shall be grounds for the Development Services Director to prohibit placement of tables and chairs by the responsible owner or operator of the fronting business establishment until such penalty has been paid or the condition corrected.

9-5-329 Removal of tables and chairs.
Any tables and chairs placed in or upon the public sidewalk or rights-of-way without a validly issued permit may be seized and removed pursuant to this section. The City of Turlock shall issue a notice to the owner or operator of the business establishment fronting on the sidewalk from which the tables and chairs are to be removed before such tables and chairs are seized. The owner or operator of the business establishment shall be given ten (10) business days in which to remedy the violation. If the responsible party does not remedy the violation and apply for and obtain an outdoor dining area permit within the time prescribed, the City may seize and remove the tables and chairs.

Any other provisions of this section notwithstanding, if tables and chairs are placed in the public sidewalk or in or upon the public sidewalk or rights-of-way in such a manner as to pose an immediate and serious danger to persons or property, the City may seize such tables and chairs without prior notice to the person responsible for such tables and chairs if it is impractical to remedy the danger by moving the tables and chairs to another point on the sidewalk or public right-of-way.

The responsible party shall be notified promptly of such seizure of tables and chairs and shall have the right to request an informal hearing before a designated City official within ten (10) business days after such notification to determine whether the seizure was proper. All tables and chairs seized pursuant to this section shall be retained by the City and may be recovered as provided herein.

As a condition of recovering outdoor dining tables and chairs properly seized pursuant to this section, the person responsible for such tables and chairs shall pay an impound fee covering the actual cost to the City of transporting and storing the outdoor dining tables and chairs.

Article 4. Minor Exceptions

9-5-401 Purpose.
These provisions shall ensure the following:

(a) Minor adjustments from standards contained in this title of the Turlock Municipal Code shall be granted only when, because of special circumstances applicable to the property, the strict application deprives such property of privileges enjoyed by other property in the vicinity and under identical land use districts.

(b) Any minor exception granted shall be subject to such conditions as will ensure that the minor adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with

the limitations upon other properties in the vicinity and land use district in which such property is situated.

9-5-402 Application.
An application for a minor exception shall be filed in a manner consistent with the requirements contained in Article 3 of this chapter for minor discretionary permits.

9-5-403 Applicability.
The Development Services Director may grant a minor exception up to a maximum of ten (10%) percent governing only the following measurable design/site considerations:

(a) Distance between structures;

(b) Lot dimensions;

(c) On-site parking, loading and landscaping;

(d) Setbacks;

(e) Structure heights.

Any minor exception request which exceeds the prescribed limitations outlined in this section shall require the filing of a variance application pursuant to Article 6 of this Chapter. Minor exceptions may be approved by the Development Services Director only if no other entitlements are required. If other approvals are necessary, the minor exception shall be filed concurrently.

9-5-404 Findings.
The Development Services Director may approve and/or modify an application in whole or in part, with or without conditions, only if all of the following findings are made:

(a) That there are special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of this code deprives such property of privileges enjoyed by other property in the vicinity;

(b) That granting the minor exception is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and land use district and denied to the property for which the minor exception is sought;

(c) That granting the minor exception will not be materially detrimental to the public health, safety, or welfare, or injurious to the property or improvements in such vicinity and land use district in which the property is located;

(d) That granting the minor exception does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which such property is located;

(e) That granting the minor exception does not exceed ten (10%) percent of the standards being modified, or allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel; and

(f) That granting the minor exception will not be inconsistent with the General Plan.

9-5-405 Burden of proof.

The burden of proof to establish the evidence in support of the findings as required by TMC 9-5-404, above, is the responsibility of the applicant.

9-5-406 Precedents.
The granting of a minor exception is not admissible as evidence for the granting of a new minor exception.

9-5-407 Minor exception: Expiration.
A minor exception approval shall expire after one (1) year if construction has not begun or the use commenced. If requested prior to expiration, the minor exception may be extended upon a finding of just cause.

Article 5. Temporary Uses of Land

9-5-501 Temporary uses.
Certain land uses of a temporary nature as defined in TMC 9-1-202 (Definitions), may be authorized by the Development Services Director pursuant to the proper application process and subject to the limitations and standards contained herein. Temporary land uses otherwise regulated by the Turlock Municipal Code (Christmas tree sales, fireworks stands, parking lot sales, and other similar uses) shall be exempt from this article.

(a) **Limitations of use by zoning district.**

(1) **Commercial/Industrial Districts and Planned Development Districts.** Temporary uses of land may include, but are not limited to: sales office trailers, storage yards, parking lots, parking lot sales, outside sales of seasonal merchandise (produce, pumpkins, and the like), special events and displays of community interest in which the temporary use is intended to be operated as defined in TMC 9-1-202 (Definitions). Temporary outside sales conducted by itinerant vendors are also subject to the regulations of Chapter 17 of Title 5 of this Code. No temporary use of land permit shall be required for a parking lot sale in an organized shopping center when: 1) all of the participants are permitted uses in the center; 2) the event is held on the improved portion of the site; and 3) adequate parking is provided.

(2) **Residential and Residential Planned Development Districts.** Temporary uses of land may include, but are not limited to: contractor storage yards, model homes, and tract sales offices, when the temporary uses are incidental and accessory to the primary land uses permitted in the residential zoning district. This limitation shall not apply to accessory uses that are otherwise permitted and regulated by other sections of this Code (examples: home occupations, residential garage/yard sales).

(b) **Duration of temporary uses.** The temporary use of land for those activities permitted herein may be authorized for a limited and specified period of time not to exceed one (1) year in duration as set by the Development Services Director within the terms and conditions of each particular temporary use of land permit. The Development Services Director may consider and take appropriate action on a request for an extension of a temporary use of land for one (1) additional one (1) year period, upon review of a written request submitted no later than thirty (30) days prior to the expiration of the approved temporary use of land permit. In regards to the following specific temporary land uses, these time periods shall apply:

(1) **Outside sales of seasonal merchandise (Christmas trees, pumpkins, and the like).** The outside sale of seasonal merchandise and produce in one (1) location may be permitted up to a maximum of ninety (90) days within a calendar year on a single property, with a

limitation of no more than three (3) non-consecutive separate events of a maximum of thirty (30) days per each event.

(2) **Outdoor commercial promotional/sales events.**

(i) When located within an organized shopping center, commercial businesses that are not permitted uses in the center may be permitted for up to six (6) such special events per calendar year. Each separate temporary outdoor promotional/sales event shall not exceed seventy-two (72) hours in length.

(ii) For commercial business(es) that are part of an organized shopping center, there is no limit on the number or duration of the promotional or sales events when: 1) any or all tenants or owners within the center participate; 2) adequate parking is provided on site; and 3) the property owner has provided written permission for the event, if applicable.

(3) **Itinerant vendors.** No temporary use of land permit shall be required for any itinerant vendor that vends on the improved portion of a commercial or industrial property for a period of less than thirty (30) minutes during a twenty-four (24) hour period so long as the vendor does not relocate within one thousand (1,000) feet of such location. “Mobile food facilities” are regulated pursuant to TMC 9-2-124 and shall not be required to obtain a temporary use of land permit. All other itinerant vendors may be permitted up to a maximum of seventy-two (72) hours on a single property, with a limitation of no more than six (6) events of any type in any one (1) year at any single location.

(c) **Signing**.

(1) All signing related to an authorized temporary use of land shall comply with the temporary sign regulations in TMC 9-2-500ART (Signs). A temporary sign permit shall first be obtained from the City prior to the installation of any temporary signage.

(2) Noncommercial signing, which may include balloons, pennants, and special displays, may be permitted as part of an approved temporary land use permit as specified above. Such noncommercial signs must be securely fastened or attached so as not to create any type of public safety hazard.

(d) **Maximum number of temporary uses per lot.** On properties less than one (1) acre in size, no more than one (1) temporary use may be permitted at any one (1) time. Exceptions to this provision may be made by the Director if it is determined that all of the findings in TMC 9-5-504 can be made. At no time shall two (2) similar temporary uses be permitted on any property less than one (1) acre in size.

(e) **Maximum number and locations of temporary uses per applicant.** No single organization or individual may conduct more than six (6) events of any type in any one (1) year at any single location. Furthermore, no single organization or individual may conduct events at more than three (3) locations in any one (1) year. For the purposes of this article, an “event” is a single occurrence of any temporary activity on a particular lot.

9-5-502 Application.
Any person may apply to the Development Services Department for approval of a temporary use of land not less than fifteen (15) days before the use is intended to begin. Such application shall be on a form prescribed for that purpose, and shall include the written consent of the owner of the property on which the use is to be located.

9-5-503 Approval.
(a) All applications for a temporary use of land permit must first be approved in writing by the Development Services Director before such use commences. The Development Services Director may approve, conditionally approve, or disapprove an application for such use.

(b) The Development Services Director may require a conditional use permit as provided in Article 6 of this chapter, to allow for Planning Commission review and action on a temporary use of land permit request where a determination is made that the proposed use may be of particular interest or concern to surrounding property owners or to the public at large. A conditional use permit must be required for those uses which would require such a permit under other provisions in this title.

9-5-504 Findings.
The Development Services Director may approve an application for a temporary use of land for a period of time as specified in this chapter only upon making all of the following findings:

(a) The proposed use will not adversely affect adjacent structures and uses or the surrounding neighborhood;

(b) The proposed use will not adversely affect the circulation and flow of vehicular and pedestrian traffic in the immediate area;

(c) The proposed use will not create a demand for additional parking which cannot be met safely and efficiently in existing parking areas;

(d) The proposed use will not conflict with the terms or intent of any planned unit development permit or conditional use permit currently in effect on the property;

(e) The proposed use will not otherwise constitute a nuisance or be detrimental to the public welfare of the community.

9-5-505 Conditions.
(a) In authorizing an application for a temporary use of land permit, the Development Services Director shall include as conditions of approval, the following minimum provisions:

(1) The use will be limited to the dates and times (or period of time), nature and extent prescribed by the Development Services Director;

(2) All work, including building, electrical, and plumbing will conform to all requirements of applicable codes;

(3) Provisions for fire protection and fire vehicle access will be made as prescribed by the Fire Chief;

(4) Signing will be limited to that approved by the Development Services Director;

(5) The site will be continuously maintained free of weeds, litter and debris;

(6) Within three (3) days after removal of the temporary use, the site will be completely cleaned; all trash, debris, signs, sign supports, and temporary electrical service will be removed;

(7) Any additional limitations or conditions as required by the Development Services Director as conditions of approval.

(b) For applications for temporary use of land permits which allow for an itinerant vendor, the following minimum provisions and conditions shall also be applicable:

(1) An itinerant vendor sales stand and/or use shall not be located upon the paved or any unpaved portion of a public right-of-way nor impede the free and unobstructed use of any sidewalk. Push carts may use the public sidewalk so long as the cart does not impede the movement of pedestrians.

(2) The itinerant vendor sales activity, including the display of all related merchandise or products for sale, shall be limited to the immediate confines of the temporary street side stand, trailer, vehicle, or other enclosure approved as part of the permit.

(3) All uses shall be located in such a manner that will not impede the normal use of driveways serving the property where the use is proposed nor in such a manner that encourages customers to stop in the street or driveway to obtain vendor service.

(4) Uses providing for temporary street side stands, trailers, or vehicles shall comply with the setback/yard provisions of the specific commercial or industrial zone the use is proposed to be located in.

(5) Uses providing for temporary street side stands, trailers, or vehicles shall not reduce the number of off-street parking spaces below the minimum number specified for the zone district the use is proposed to be located in.

9-5-506 Fee.
A fee shall be paid by the applicant to cover the costs of processing and administering the temporary use of land permit application. Such fee shall be set by City Council resolution, and may be amended from time to time.

Article 6. Conditional Use Permits and Variances

9-5-601 Conditional use permits: Authorized.
Upon acceptance of an application, the Planning Commission may grant a conditional use permit for a use allowed conditionally in the respective zoning district.

9-5-602 Conditional use permits: Required: Purposes.
(a) **Required**. No conditional use shall be located in any district unless and until a conditional use permit is granted in accordance with the procedure set forth in this article.

(b) **Purpose.** The purpose of a conditional use permit is to evaluate the site features, operating characteristics, and design of a proposed use to ensure compatibility with other uses in the general area.

9-5-603 Conditional use permits: Applications: Hearings.
At the time an application for a conditional use permit is deemed complete, the Secretary of the Planning Commission shall set the date of hearing in the manner prescribed by law.

9-5-604 Conditional use permits: Granting.
All actions of the Planning Commission relating to findings and recommendations shall be in accordance with the provisions of this article. The Planning Commission shall authorize the granting of the conditional use permit if it finds as follows:

(a) That the site for the proposed use is adequate in size and shape to accommodate such uses, all yards, open spaces, wall, fences, parking, loading, landscaping and other features required by the Municipal Code or the Planning Commission to make sure such use is compatible with the land and uses in the vicinity;

(b) That the site for the proposed use is related properly to streets and highways to carry the quantity and kind of traffic generated by the proposed use;

(c) That the proposed use will not adversely affect the abutting property or the permitted use thereof with the provisions of conditions; and

(d) That the site for the proposed use is in conformance with the General Plan.

9-5-605 Conditional use permits: Granting: Conditions.
(a) **Imposition of conditions.** In authorizing a conditional use permit, the Planning Commission may require that the use conform with the site plan, architectural drawings, or statements submitted in support of the application necessary to protect the public health, safety, and general welfare and secure the objectives of the General Plan. The Commission may also impose such other conditions necessary to achieve these purposes, including, but not limited to, the following:

(1) Special yards, open spaces, and buffers;

(2) Fences and walls;

(3) The provision and surfacing of parking areas;

(4) Street dedications and improvements, including the provision of service roads or alleys where practical and necessary;

(5) The regulation of points of vehicular ingress and egress;

(6) The regulation of signs;

(7) Landscaping and the maintenance;

(8) The maintenance of the grounds;

(9) The control of noise, vibration, odors, and other potentially dangerous and objectionable elements;

(10) Limits on the time for conducting certain activities;

(11) The time period within which the proposed use shall be developed; and

(12) Any other conditions that will promote the development of the City in an orderly and efficient manner and in conformity with the intent and purpose set forth in this article and the General Plan.

(b) **Guarantees of compliance with conditions.** The Planning Commission may require reasonable guarantees that such conditions will be complied with.

(c) **Yard, height, and area requirements**. Unless otherwise approved by resolution, the provisions for required front, rear, and side yards and the requirements for height and area applicable to the specific district shall prevail.

(d) **Off-street parking and loading requirements.** The provision of off-street parking and loading applicable to the particular use shall prevail unless otherwise approved by resolution.

9-5-606 Conditional use permits: Denial.
If because of the size or character of the use proposed on a particular site, its location, or its relationship to adjoining parcels and uses, the Planning Commission is unable to make the findings set forth in Section 9-5-504, the Planning Commission shall disapprove the conditional use permit application.

9-5-607 Conditional use permits: Issuance.
Immediately following the Planning Commission approval of a conditional use permit application, the Secretary of the Planning Commission shall cause a formal conditional use permit to be issued to the applicant.

9-5-608 Conditional use permits: Effective date.
The conditional use permit shall become effective on the eleventh calendar day after the date of approval, unless appealed on or before the tenth day.

9-5-609 Conditional use permits: Time limits for development of property and uses.
The Planning Commission may establish a time limit for development of the subject property and use. The time limit set by the Planning Commission shall be reasonable, based upon the size and nature of the proposed development. Such time limit may be extended by the Planning Commission for good cause when the applicant presents proof of an unusual condition not of his own making.

9-5-610 Conditional use permits. Expiration.
If no specific time is specified, any permit granted by the Planning Commission or Council shall become null and void within one year after the effective date of such permit. The permits shall not become null and void if:

(a) The use has commenced; or

(b) A building permit has been issued for the project by the Building Inspector and construction has begun with continuous progress toward completion maintained; or

(c) A certificate of occupancy has been issued by the Building Inspector for the use or structure.

9-5-611 Conditional use permits: Renewal.
If an application for renewal is filed prior to expiration, a conditional use permit may be renewed for an additional one year period. The acting agency may grant or deny an application for renewal in the same manner as set forth for the original application.

9-5-612 Conditional use permits: New applications.
Following the denial or revocation of a conditional use permit, an application for the same, or similar use on the same site, shall not be accepted for submittal to the Planning Commission within a one year period after the date of denial or revocation.

9-5-613 Variances: Authorized.

The Planning Commission shall have the authority to investigate and hear an application for variance from the provisions of this article when a practical difficulty, unnecessary hardship or inconsistent result is alleged due to the strict and literal interpretation of this article. Upon hearing the application, the Planning Commission may grant, conditionally grant or deny the following applications for variance:

(a) To vary any of the requirements of this article in the case of a parcel which is exceptionally narrow, shallow, of unusual shape, unusual topographic conditions or due to other exceptional existing conditions that limit the practical use of the parcel; and

(b) To permit modifications of the requirements of this article for the practical use of a parcel where a legal nonconforming use or structure exists.

9-5-614 Variances: Applications.
Completed applications and filing fees for a variance shall be submitted to the Secretary of the Commission.

9-5-615 Variances: Applications: Hearings.
Upon receipt of a completed variance application, the Secretary of the Planning Commission shall set a hearing in the manner prescribed by law.

9-5-616 Variances: Granting.
All actions of the Planning Commission relating to findings and recommendations shall be in accordance with the provisions of this article. The Planning Commission shall grant, or conditionally grant, the requested variance upon determining at the public hearing, that the following findings are established beyond reasonable doubt:

(a) That there are exceptional or extraordinary circumstances or conditions applying to the property or the intended use, which do not apply to other properties or uses in the same district;

(b) That, due to these exceptional or extraordinary circumstances, the literal enforcement of the provisions of this article would result in a practical difficulty or unnecessary hardship;

(c) That a variance is necessary for the preservation of a substantial property right possessed by other properties in the same district;

(d) That the granting of a variance will not be materially detrimental to the public welfare, injurious to property or improvements in the vicinity or district where the property is located;

(e) That granting a variance will not constitute a special privilege inconsistent with the limitations on other properties classified in the same zoning district; and

(f) That granting a variance will be in harmony with the general purpose and intent of the provisions of this article and the General Plan.

9-5-617 Variances: Granting: Conditions.
(a) **Imposition of conditions.** In granting a variance, the Planning Commission may require that the use conform to the site plan, architectural drawings, or statements submitted in support of the application as necessary to protect the public health, safety, and general welfare and secure the objectives of this article and the General Plan. The Commission may also impose other conditions necessary to achieve such purposes as:

(1) Special yards, open spaces, and buffers;

(2) Fences and walls;

(3) The provision and surfacing of parking areas;

(4) Street dedications and improvements, including the provision of service roads or alleys where practical and necessary;

(5) The regulation of vehicular ingress, egress and circulation;

(6) The regulation of signs;

(7) The provision and maintenance of landscaping;

(8) Maintenance of grounds;

(9) The control of noise, vibration, odors

(10) Limits on the time for conducting certain activities;

(11) The time period within which the proposed use shall be developed; and

(12) Any other conditions that will promote the development of the City in an orderly and efficient manner and in conformity with the intent and purposes set forth in this article and the General Plan.

(b) **Guarantees of compliance with conditions.** The Planning Commission may require reasonable guarantees that these conditions will be complied with.

9-5-618 Variances: Denial.
If, because of the size or character of the site, its location, or its relationship to adjoining parcels and uses, the Planning Commission is unable to make the findings set forth in Section 9-5-616, the Planning Commission shall disapprove the granting of the variance.

9-5-619 Variances: Granting or denial: Transmittal of resolution.
In addition to the requirements of this article, a copy of the resolution granting or denying the variance shall be filed with the City Clerk, and a copy shall be sent to the Building Inspector by the Secretary of the Planning Commission.

9-5-620 Variances: Issuance.
Immediately following the approval of a variance application, the Secretary of the Planning Commission shall cause a certificate of variance to be issued to the applicant.

9-5-621 Variances: Effective date.
The variance shall become effective on the eleventh day after the copy of the resolution granting the variance is filed with the City Clerk, unless appealed on or before the tenth day.

9-5-622 Variances: Time limits for development of property and uses.
The Planning Commission may establish a time limit for development of the subject property and use. The time limit set by the Planning Commission shall be reasonable, based upon the size and nature of the proposed development. Such time limit may be extended by the Planning Commission for good cause when the applicant presents proof of unusual conditions not of his own making.

9-5-623 Variances: Expiration.

If no time limit is specified, the granted variance shall become null and void within 180 days following the effective date unless:

(a) The use has commenced; or

(b) A building permit has been issued for the project by the Building Inspector and construction has begun toward completion with continuous progress maintained; or

(c) A certificate of occupancy has been issued by the Building Inspector for the use or structure.

9-5-624 Variances: Renewal.
If an application for renewal is filed prior to the expiration, a variance may be renewed for an additional period of 180 days. The Planning Commission may grant or deny an application for the renewal of a variance.

9-5-625 Variances: New applications.
Following the denial or revocation of a variance, an application for the same, or similar request on the site, shall not be filed within one year from the date of denial or revocation of a variance.

Article 7. Prezoning and Annexation

9-5-701 Prezoning of unincorporated land.
(a) The City may prezone unincorporated territory adjoining the City limits for the purpose of establishing the zoning district which will apply in the event of subsequent annexation to the City.

(b) The method and procedure for establishing such prezones shall be in accordance with TMC 9-5-700ART (Prezoning and Annexation) for the establishment of zoning districts and reclassification of land within the City.

(c) Unincorporated territory which has been prezoned shall carry a “P” prefix before the zone classification and shall be so designated on the official zoning map of the City.

(d) The zone classification established through the prezoning procedure shall become effective and enforceable at the time annexation of the territory to the City becomes effective. At this time, the “P” prefix shall be deemed automatically removed from the zone classification.

9-5-702 Prezoning: Purpose.
The purposes of prezoning territory prior to annexation into the City are:

(a) To promote the orderly development and expansion to the boundaries of the City of Turlock; and

(b) To protect, preserve and promote the quality of life in the City by establishing control over the quality, distribution and rate of growth in the City of Turlock.

9-5-703 Prezoning: Exceptions.
The standards established and the process contained in this article shall not be applicable to the following types of annexation proposals to the City of Turlock:

(a) Publicly owned lands and/or facilities;

(b) Lands within unincorporated portions of Stanislaus County which are totally bounded by the Turlock corporate limits (unincorporated islands);

(c) Annexations initiated by the Turlock City Council.

9-5-704 Prezoning and annexation: Applications: Hearings.
Applications for prezoning and annexation of territory to the City of Turlock shall be submitted to the Secretary of the Planning Commission for evaluation. At the time the application is deemed complete, a date of hearing shall be set in the manner prescribed by law and in accordance with Article 1 of this chapter.

9-5-705 Prezoning and annexation: Findings.
Each application submitted to the City of Turlock proposing prezoning and annexation of unincorporated territory shall be reviewed pursuant to the following application criteria:

(a) **Orderly and contiguous development.**

(1) Is the territory proposed for annexation adjacent to existing urban limits of Turlock?

(2) Is the territory located within the primary sphere of influence area of the City of Turlock? A single parcel in which more than fifty (50%) percent of the land area is located within the primary sphere of influence shall be considered to be located within the primary sphere.

(3) Is the development proposed for the unincorporated territory consistent with the land use designations contained within the Turlock Area General Plan?

(b) **Educational facilities.** Has the proposed residential development fully mitigated all potential impacts to the Turlock School Districts?

(c) **Parks and recreation facilities.** Does the proposal include full mitigation of impacts on parks and recreation needs by either land dedication and development or by payment of in lieu development fees at a standard consistent with the Turlock General Plan?

(d) **Public safety facilities**. Does the proposal include full mitigation of impacts to police and fire services including analysis of emergency (CODE I) response times or other innovative techniques?

(e) **Public infrastructure facilities.**

(1) Does the proposal include full mitigation of impacts to needed public infrastructure both on-site and along the project frontage which serve the proposed development without the need for the City to provide supplemental facilities?

(2) Does the proposal have the capability to fully mitigate the impacts associated with its development through the payment of applicable Capital Facility Fees?

(3) Does the proposal include full mitigation that will not worsen the LOS (Level of Service) at any intersection or along any roadway serving or affected by the project (computed for weekday peak hour at full buildout/occupancy) to an unacceptable level?

9-5-706 Prezoning and annexation: Consideration of territory within secondary sphere of influence.
If the territory proposed for annexation does not meet the above standard regarding location within the primary sphere of influence, the applicant has the opportunity to apply for an amendment to the primary sphere of influence line. In considering requests to amend the primary sphere of influence line, the City of Turlock shall be guided by the following standards:

(a) The inventory of available land located within the primary area of influence that has not received prezone approval and/or been annexed to the City is less than 500 acres.

(b) The Turlock City Council, upon recommendation from the Planning Commission, adopts findings that a particular request for an amendment to the primary sphere of influence line is necessary for the protection of the public welfare; the enhancement of the community; and is consistent with and furthers the goals and policies of the Turlock Area General Plan.

9-5-707 Prezoning and annexation: Denial.
If the proposed prezone and annexation application does not meet all of the findings referenced above, the application shall be considered premature and shall be denied.

9-5-708 Prezoning and annexation: Development agreement requirements.
A development agreement may be required for consideration in conjunction with the review of a prezone and annexation proposal when determined appropriate by the City. The application process for a development agreement shall be as specified in Article 9 of this chapter: Development Agreements, and shall include the payment of processing fees as established by City Council resolution which may be amended from time to time.

9-5-709 Prezoning and annexation: Area-wide planning required.
It is the policy of the City of Turlock (Turlock General Plan and Resolution 99-021 as amended from time to time), subject to certain exceptions, that all annexations of land to the City shall be accompanied by an appropriate area-wide plan. This requirement shall be accomplished by either the preparation of a Specific Plan as set forth in Government Code Section 65450 et seq. or by the preparation of a Master Plan as described below. A Master Plan shall be adopted by the procedure set forth in TMC 9-5-700ART (Prezoning and Annexation).

(a) **Master Plan content.** A Master Plan shall address and describe the following, as applicable:

(1) Location and boundaries of the Master Plan area;

(2) Proposed uses of land, including proposed densities and/or intensities, design and development standards;

(3) Proposed prezoning of property, which shall become the zoning upon the effective date of the annexation (or rezoning in the case of any property already in the City);

(4) Proposed location and development standards of major streets and roads (public and private), including traffic control devices needed to maintain the City's established level of service standards;

(5) Proposed location and description of public infrastructure, facilities and utilities needed to support the development of the Master Plan area;

(6) Proposed location of any parks and other public open space;

(7) Proposed location of any public schools;

(8) Identification of the means and methods of financing public improvements, including those funded through the City's development impact fee program and/or any supplemental development impact fee needed to fund needed facilities not included in the City's development impact fee program;

(9) Phasing plan or program (if any), including its relationship to public infrastructure, facilities and utilities, and to any policies affecting the rate and/or timing of growth and development of the City;

(10) Mitigation measures identified in the environmental review process that are needed to reduce and/or eliminate environmental impacts;

(11) Discussion of the consistency of the proposed Master Plan with the Turlock General Plan, including the Housing Element (where applicable); and

(12) Any other such matters or issues that that could affect the orderly development of the Master Plan area.

(b) **Master Plan development standards and review processes.** Unless otherwise specified in the adopted Master Plan, all development in the Master Plan area shall be subject to the applicable review and approval processes and design and development standards of the zoning regulations of this Code. Subject to a Minor Discretionary Permit, the Community Development Director may approve minor modifications, exceptions and waivers to the zoning regulations of this Code to allow for orderly development in the Master Plan area. Modifications or changes considered major (e.g. significant changes in land use/zoning, circulation or public facilities, etc.) may be considered subject to the process and procedures for amending the Code including rezoning (TMC 9-5-112 et seq.).

(c) **Master Plan funding.** A Master Plan may be initiated and prepared by property owners and/or developers in consultation with the City of Turlock or by the City of Turlock at its discretion. When the preparation of a Master Plan is privately initiated, the applicant shall pay all costs associated with the preparation of the Master Plan. The applicant shall submit the draft Master Plan to the Community Development Department for review and pay a processing fee as established by council resolution, as amended from time to time. When the preparation of a Master Plan is initiated and funded by the City of Turlock, the City shall be fully reimbursed for the cost of preparing the Master Plan. The collection of a Master Plan reimbursement fee shall occur in conjunction with either the issuance of a building permit and/or final subdivision map, as established in conjunction with the approval of the Master Plan. By written agreement with the City, the cost of preparing a Master Plan may be shared between the City and private parties.

Article 8. Historic Site Contracts

9-5-801 Specific purpose.

The provisions and regulations for Historic Site Contracts are hereby established for the following purposes:

(a) For the protection, enhancement, and use of places, sites, buildings, and structures having special historic, architectural, and cultural interest and value;

(b) To impose appropriate and reasonable controls on the appearance and use of these places, sites, buildings, and structures for preserving their character and economic value to the City and its citizens;

(c) For the proper use of places, sites, buildings, and structures that are desirable to the community but require special considerations because of their age, structural nature, or threats from modernization which could have a negative effect on their unique and important character and economic value;

(d) For the protection of substantial public investments in conservation, recreation, aesthetics and the general public health, safety, and welfare; and

(e) For the enhancement of tourism and the economy of the City by protecting and preserving places having special and unique character and interest.

9-5-802 Historical site contract.
(a) **Application**. Upon submittal of an application, the Development Services Director may authorize a Historical Site Contract for places, sites, properties, buildings, structures, and signs found to be qualified as historical buildings or structures. Applications shall be submitted and reviewed pursuant to the minor discretionary permit process as set forth in TMC 9-5-300ART (Minor Administrative and Minor Discretionary Permits) including payment of all applicable processing fees.

(b) **Findings**. In reviewing an application for a Historic Site Contract, the Development Services Director shall consider the following criteria and include those applicable as findings of fact to any approval:

(1) The property, place, site, building, structure, or use has special local historical, architectural, archaeological, or cultural interest that embodies the character and history of the City of Turlock;

(2) The unique character and history of the City of Turlock reflected in the property, place, site, building, structure or use should be preserved as living parts of the community;

(3) The property, place, site, building, structure or use is facing increasing pressures of modernization and may be threatened with demolition or decay;

(4) The request represents an area of special natural beauty, aesthetic interest, or entryway corridors, which would enhance the economy of the City by creating market draws or tourist attractions;

(5) The property is listed on the National Register of Historic Places or any state or county official register of historical or architecturally significant sites, places, or landmarks or should be and by this action is listed on the City of Turlock register of historically or architecturally significant sites, places, or landmarks.

(c) **Terms of the contract.**

(1) The use of the property may be restricted in a manner deemed reasonable to carry out the purpose of this article.

(2) The term of the contract shall be for a minimum period of ten (10) years.

(3) Where applicable, the contract shall provide for the following:

(i) The preservation of qualified historical property and, the restoration and rehabilitation of the property to conform to the rules and regulations of the California Office of Historic Preservation , the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code.

(ii) The periodic examination of the interior and exterior of the premises by the assessor, the California Office of Historic Preservation, and the State Board of Equalization as necessary to determine the owner's compliance with the contract.

(4) The owner or agent of an owner shall provide written notice of the contract to the Office of Historic Preservation within six (6) months of entering into the contract.

(5) Unless a notice of non-renewal has been issued by the City or the owner, a one (1) year renewal period shall be added to the term of the contract on each anniversary date of the execution of the contract.

(6) If the City or the owner desires not to renew the contract, a written notice of non-renewal shall be issued at least ninety (90) days prior to the renewal date by the owner or at least sixty (60) days prior to the renewal date by the City.

(7) Upon receipt of a notice of non-renewal from the City, an owner may submit a written protest of the proposed non-renewal. The City may then withdraw the notice of non-renewal at any time prior to the renewal date.

(8) If either the City or the owner serves a notice of non-renewal, the contract shall remain in effect for the balance of the contract term.

(9) The owner shall furnish the City with any information necessary to determine the eligibility of the property involved.

(10) Within twenty (20) days after the execution of a contract, the Secretary of the Planning Commission shall record a copy of the contract with the county recorder.

(d) **Finding to protect public safety and welfare.** In authorizing a Historic Site Contract, the Development Services Director must find that the granting of the contract, or the authorization of the Chief Building Official to use the State Historic Building Code, will not be detrimental to the public safety and welfare.

9-5-803 Qualified historical building or structure.
For the purpose of this section, pursuant to California Government Code Section 18955 of the Health and Safety Code, a qualified historical building or structure is any structure, collection of structures, and their associated sites deemed of importance to the history, architecture, or culture of an area by an appropriate local or state governmental jurisdiction. This shall include structures on existing or future national, state or local historical registers or official inventories, such as the National Register of Historic Places, State Historical Landmarks, State Points of Historical Interest, and city or county registers or inventories of historical or architecturally significant sites, places, historic districts, or landmarks.

9-5-804 Use of the state historic building code.
Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building or structure may be made as required by the State Historic Building Code, when authorized by the building official, provided that:

(a) Any unsafe or substandard conditions will be corrected in accordance with approved plans;

(b) The restored building or structure will be less hazardous, based on life and fire risk, than the existing building.

9-5-805 Demolition.
No building or structure, or portion thereof, for which a Historic Site Contract has been entered into, shall be removed, relocated, demolished or structurally altered without prior approval from the Development Services Director in the form of a minor administrative approval as set forth in

TMC 9-5-300ART (Minor
Administrative and Minor Discretionary Permits).

9-5-806 Cancellation.
The City may cancel a contract if it determines that the owner has breached any of the conditions of the contract or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. The City may also cancel a contract if it determines that the owner has failed to restore or rehabilitate the property in the manner specified in the contract.

Article 9. Development Agreements

9-5-901 Short title.
This article may be referred to as the "Development Agreement Law of the City of Turlock."

9-5-902 Authority and purpose.
This article is adopted pursuant to the provisions of Sections 65864 through 65869.5 of the California Government Code. The purpose of adopting this article is to establish procedures and requirements for the consideration of development agreements in conjunction with specific development plans.

9-5-903 Forms and information.
(a) The Development Services Department shall prescribe the form for each application, notice, and document provided for or required by this article for the preparation and implementation of development agreements.

(b) The Development Services Department may require an applicant to submit such information and supporting data as necessary to process the application.

9-5-904 Qualifications of applicants.
(a) Only a qualified applicant may file an application to enter into a development agreement. A qualified applicant is a person who has legal or equitable interest in the real property which is the subject of the development agreement, and an applicant includes an authorized agent.

(b) The Development Services Director may require an applicant to submit proof of his or her legal or equitable interest in the real property and of the authority of the agent to act for the applicant. Before processing the application, the Development Services Director may obtain the opinion of the City Attorney as to the sufficiency of the applicant's interest in the real property to enter into the agreement. The Development Services Director may require the applicant to submit a preliminary title report.

9-5-905 Form of development agreement.
Each application to enter into a development agreement shall be accompanied by the form of standard development agreement established by the City and approved by the City Council with such additional alternatives or modifications or changes as may be proposed by the applicant. Such alterations or modifications or changes as proposed by the applicant are not binding on the City and may or may not be approved for inclusion by the City Council.

9-5-906 Duty to give notice.
The Development Services Department shall give notice of the City's intention to consider the adoption of a development agreement in conjunction with any other public hearing required by State law or this article at least ten (10) days prior to the hearing date.

(a) **Form of notice.** The form of the notice of intention to consider the adoption of a development agreement shall contain:

(1) The time and place of the hearing;

(2) A general explanation of the matter under consideration, including a general description of the area; and

(3) Other information required by specific provisions of this article or which the Development Services Department considers necessary or desirable.

(b) **Time and manner of notice.** The time and manner of giving notice shall be by both:

(1) Publication. Publication at least once in a newspaper of general circulation published and circulated in the City; and

(2) Mailing. Mailing of the notice to all persons shown on the last equalized assessment roll as owning real property, as per TMC 9-5-120, which is the subject of the proposed development agreement.

9-5-907 Contents of development agreements.
(a) A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes.

(b) The development agreement may also include conditions, terms, restrictions, and requirements for subsequent or concurrent discretionary actions applicable to the project; provided that such conditions, terms, restrictions, and requirements shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement.

(c) The agreement may provide that construction shall commence within a specified time and that the project or any phase thereof be completed within a specified time.

(d) The agreement may also include terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

9-5-908 Determinations by the Planning Commission.
After the hearing held by the Planning Commission, which may be held in conjunction with other required hearings for the project, the Planning Commission shall make its recommendation in writing to the City Council. The recommendation shall include findings on the Planning Commission's determination whether or not the proposed development agreement:

(a) Is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and any applicable Specific Plan;

(b) Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;

(c) Is in conformity with the public convenience and general welfare and good land use practices;

(d) Will be detrimental to the health, safety, and general welfare;

(e) Will adversely affect the orderly development of property or the preservation of property values; and

(f) Will provide sufficient benefit to the City to justify entering into the agreement.

9-5-909 Council hearings.
(a) Following notice pursuant to TMC 9-5-906, the City Council shall hold a public hearing. The City Council may accept, modify, or disapprove the recommendation of the Planning Commission. The City Council shall not approve the development agreement unless the City Council adopts findings to support its action as referenced in TMC 9-5-908.

(b) If the City Council approves the development agreement, it shall do so by the adoption of an ordinance as required by Government Code Section 65867.5. After the ordinance approving the development agreement takes effect, the City may enter into and execute the agreement.

9-5-910 Initiation of amendments or cancellation.
Either party may propose an amendment to or the cancellation, in whole or in part, of a development agreement previously entered into. If proposed by a developer, the procedure for proposing and the adoption of an amendment to or cancellation, in whole or in part, of the development agreement shall follow the same procedures required for entering into the development agreement (Government Code Section 65868). However, where the City initiates a proposed amendment or cancellation of the development agreement, the City shall provide thirty (30) days advance notice to the property owner of the intention to initiate proceedings.

9-5-911 Recordation of agreements, amendments, or cancellation.
(a) Within ten (10) days after the City enters into the development agreement, the City Clerk shall record the agreement with the County Recorder.

(b) If the parties to the agreement, or their successors in interest, amend or cancel the agreement as provided in Section 65868 of the California Government Code, or if the City terminates or modifies the agreement as provided in Section 65865.1 of the Government Code for the failure of the applicant to comply in good faith with the terms or conditions of the agreement, the City Clerk shall also record notice of such action with the County Recorder.

9-5-912 Review of agreements.
The Development Services Department shall review the development agreement every twelve (12) months after the date the agreement is entered into, until the project is fully implemented. After full project implementation, the City shall review the development agreement as often and in the manner as may be specified within the terms of each specific development agreement.

(a) The Development Services Department shall begin the review proceeding by giving notice to the property owner that the City intends to undertake a periodic review of the implementation of the development agreement. The Department shall give thirty (30) days advance notice of the time when the matter will be considered by the Planning Commission and City Council.

(b) The Planning Commission and City Council shall conduct a public hearing at which the property owner shall demonstrate good faith compliance with the terms of the agreement. The burden of proof on such issue shall be upon the property owner. Notice of the hearing shall be given in conformance with TMC 9-5-118 et.seq.

(c) The City Council, upon the recommendation of the Planning Commission, shall determine whether or not the property owner, for the period under review, has complied in good faith with the terms and conditions of the agreement.

(d) If the City Council finds and determines that the property owner has complied in good faith with the terms and conditions of the agreement during the period under review, the review shall be concluded. If the City Council finds and determines that the property owner has not complied in good faith with the terms and conditions of the agreement during the period under review, the City Council shall order the property owner to cure the default within sixty (60) days. If the property owner fails to do so, the City Council may modify or terminate the agreement.

Article 10. Design Review

9-5-1001 Purpose.
The purposes for establishing design review are as follows:

(a) Effective implementation of the objectives and goals in the General Plan.

(b) Standards and policies to promote and enhance quality architectural design, good site planning and the preservation of property values throughout the City.

(c) Enhancement of the orderly and harmonious appearance of new development.

(d) To compliment the mandatory property development regulations contained in Title 9 of this Code by providing good examples of potential design solutions and by providing design interpretations of the various mandatory regulations.

(e) Maintenance of the public health, safety, general welfare and property throughout the City by avoiding and preventing possible deterioration in the form of:

(1) The appearance of open spaces, buildings and related structures visible from public streets having a substantial effect on property values and the taxable value of property in the City.

(2) Poor planning, neglect of proper design standards, and the construction of buildings and structures unsuitable and incompatible with the character of the neighborhood.

(f) To protect the general health, welfare and safety of the residents of the City.

9-5-1002 Applicability.
Design guidelines are advisory for permitted uses. However, the design guidelines should be incorporated as applicable in all development subject to a Minor Administrative Permit, Minor Discretionary Permit, Conditional Use Permit or planned development proposal, to encourage the highest level of design quality while at the same time providing the flexibility necessary to encourage creativity on the part of project designers. Exceptions include: single-family residences on in-fill sites, interior remodels, or interior tenant improvements.

9-5-1003 Findings.
Upon receipt of an application, the Development Services Director or designee shall review the proposed project and determine the project adequately meets the following findings:

(a) The design and layout of the proposed project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development, will not result in vehicular and/or pedestrian hazards and provides a desirable environment for occupants, visitors and neighbors.

(b) The architectural design of the proposed project is compatible with the character of the surrounding neighborhood and will implement the General Plan by insuring harmonious, orderly and attractive development.

Article 11. Enforcement

9-5-1101 Purpose.
Enforcement of the provisions of this code shall be diligently pursued in order to provide for their effective administration, to ensure compliance with any conditions of approval, to promote the City' s planning efforts and for the protection of the public health, safety and welfare of the City.

9-5-1102 Permits, licenses, certificates, and approvals.
All persons empowered with the authority to issue permits, licenses, certificates, or other approvals, shall comply with the provisions of this title and grant no permit, license, certificate, or approval in conflict with these provisions. Any permit, license, certificate, or approval granted in conflict with any provision of this title shall be void.

9-5-1103 Violation.
It shall be unlawful to violate or fail to perform any condition, requirement or restriction placed on any permit, Planned Development zone, variance or other similar action.

9-5-1104 Enforcement.
It shall be the duty of the Neighborhood Preservation Officer, the Chief of Police, and the Development Services Director to enforce the provisions of this title. In addition to all other actions and/or remedies provided by this Code, any violation of this title shall be deemed a nuisance and enforcement proceedings shall be pursuant to Article 3 of Chapter 5-5 (Nuisance Abatement Procedures), Article 1 of Chapter 4-16 (Cost Recovery), and/or Article 1 of Chapter 2-11 (Administrative Citations).

SECTION 7. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 8. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

SECTION 7. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 8. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of April, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 28th day of April, 2015.

_____
Gary Soiseth, Mayor

ATTEST:

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

7C

Council Synopsis

April 14, 2015

From: Mike Pitcock, PE, Director of Development Services/City Engineer

Prepared and Presented by: Debra A. Whitmore, Deputy Director of Development Services/Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Section 9-2-125 (Mobile Food Facilities) of Title 9 (Zoning Regulations) of the City of Turlock Municipal Code to Prohibit the Issuance of a Mobile Food Facility Permit on Private Property Located in Certain Downtown Overlay Districts

2. DISCUSSION OF ISSUE:

BACKGROUND

The City of Turlock received a letter from the Turlock Downtown Property Owners Association requesting that the City study the mobile food facilities regulations contained in TMC 9-2-125 and its application in the Downtown Core Zoning District. In response, resolutions of intention to amend the City's Zoning Regulations were approved by both the City Council and the Planning Commission.

On November 12, 2013 the City Council adopted an interim ordinance as an urgency measure prohibiting the issuance of mobile food facility permits in the Downtown Core Zoning District for a period of forty-five (45) days. The City Council exempted a permit issued in that District from the provisions of the urgency measure, but applied the measure to all further applications.

On December 10, 2013, the City Council extended the interim ordinance for the maximum period allowed under State Law- ten (10) months and fifteen (15) days. A second extension of one year is allowed under State Law.

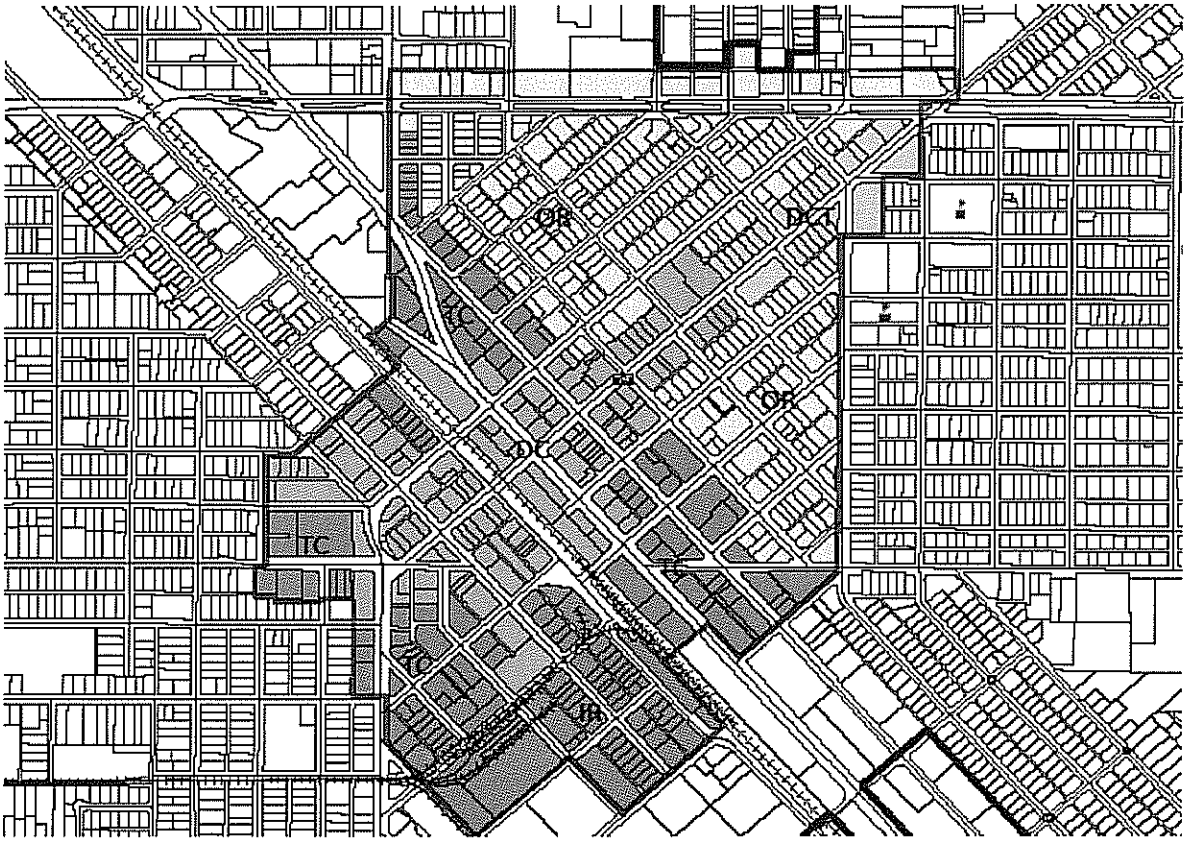
The request by the Turlock Property Owners Association was prompted by the issuance of two mobile food facility permits in the Downtown Core overlay district. The first permit was issued in July 2013. The second was issued in December 2013. The Planning Division received several complaints from local business owners regarding the issuance of both permits prior to receiving the formal request from the Turlock Downtown Property Owners Association.

Currently, there no active mobile food facility permits in the Downtown Core, Downtown Core Transition, or Office Residential districts.

This amendment would make permanent changes to the City's Zoning Regulations in accordance with the interim ordinance, but would extend the prohibition on the issuance of mobile facility permits to three Downtown Overlay Districts- the Downtown Core, the Downtown Core Transition, and the Office-Residential districts.

GENERAL PLAN CONSISTENCY

Amending the zoning regulations requires that the City Council find that the proposed amendments are consistent with the General Plan and any applicable master plan or area plan (in this case, the Downtown Zoning Regulations and Design Guidelines). The boundaries of the overlay districts are shown below:



The Downtown Regulations recognize the Downtown Core (DC) and the Downtown Core Transition (DCT) districts as unique opportunities to preserve the historic buildings and encourage pedestrian, rather than vehicular, traffic. The following goals were adopted for these districts:

- 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.

The goals and policies for the Office/Residential (OR) District are similar, focusing on the preservation of its historic character, residential scale and pedestrian friendly environment.

By contrast, the Transitional Commercial (TC) district is intended to allow for a variety of commercial uses and an architectural style consistent with a predominantly automobile-oriented commercial district. The Industrial Residential (IR) district capitalizes on the industrial character of the existing agricultural-related buildings.

PLANNING COMMISSION RECOMMENDATION
A motion to amend the Zoning Regulations to prohibit the issuance of mobile food facility permits in three Downtown Overlay Districts (Downtown Core, Downtown Core Transition, and Office/Residential) failed on a tie vote (3-3). Those who were in favor of the motion (and the proposed prohibition) stated that the amendment would further the goals of the Downtown Zoning Regulations. Those who were opposed to the motion stated that mobile food facilities provide a unique product not currently offered in the Downtown and that a prohibition on mobile food facility permits in the Downtown would send the wrong message about how the City responds to "starter" businesses. In addition, there was some support for the establishment of another "mobile food court" like the one approved on East Avenue and, in the Downtown area, the establishment of a fee structure that would be similar to the fees paid by "brick and mortar" businesses. No member of the public spoke during the public hearing.

ENVIRONMENTAL REVIEW
The proposed amendments are consistent with the General Plan and are not anticipated to generate a significant environmental effect. Therefore, the project is exempt pursuant to Section 15061(b)(3) [No potential for causing a significant effect on the environment] or Section 15183 [Project consistent with general plan policies]. An environmental impact report was certified for the General Plan

update and a Statement of Overriding Considerations was adopted for those impacts that were determined to be significant and unavoidable.

3. BASIS FOR RECOMMENDATION:

A. In November 2013, both the Turlock City Council and Planning Commission initiated a revision to the City's Zoning Regulations to address a request to review the mobile food facility permit regulations as they applied to the Downtown Zoning Regulations.

B. On March 5, 2015, the Planning Commission failed to recommend approval of the proposed amendments on a tie vote (3-3); however, the Planning Commission voted unanimously to refer this matter to the City Council for its consideration.

Strategic Plan Initiative: INTELLIGENT, PLANNED, MANAGED GROWTH

Goal: a. Ensure all growth adds value to the current and future community

e. Create long-term, value-added plan for In-fill

f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The cost of preparing this amendment to Title 9 of the Turlock Municipal Code utilizes General Fund monies.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

EXEMPT pursuant to CEQA Guidelines Sections 15061(b)(3) and 15183

7. ALTERNATIVES:

A. The Council may choose not to approve the proposed amendment.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING SECTION 9-2-125 (MOBILE FOOD FACILITIES) OF TITLE 9 (ZONING REGULATIONS) OF THE TURLOCK MUNICIPAL CODE TO PROHIBIT THE ISSUANCE OF A MOBILE FOOD FACILITY PERMIT ON PRIVATE PROPERTY LOCATED IN CERTAIN DOWNTOWN OVERLAY DISTRICTS	}	**ORDINANCE NO. - CS**

WHEREAS, the City of Turlock received a request from an interested person to study the Mobile Food Facilities regulations contained in Turlock Municipal Code §9-2-125 and its application in the Downtown Core Zoning District; and

WHEREAS, State law regulates mobile facilities, including mobile food trucks, within the State but allows local government to adopt by resolution or ordinance local time, place and manner restrictions in order to protect the public's safety; and

WHEREAS, on November 7, 2013, the Planning Commission adopted a resolution of intention to study the regulations regarding mobile food facilities (Turlock Municipal Code §9-2-125) in the Downtown Core Zoning District pursuant to Turlock Municipal Code §9-5-112; and

WHEREAS, on November 12, 2013, the City Council adopted a resolution of intention to study the regulations regarding mobile food facilities (Turlock Municipal Code §9-2-125) in the Downtown Core Zoning District pursuant to Turlock Municipal Code §9-5-112; and

WHEREAS, an interim ordinance was adopted, as an urgency measure, by the City Council on November 12, 2013, establishing a 45-day moratorium in the issuance of mobile food facilities permits in the Downtown Core Zoning District with the exception of the permit submitted by Christopher Shawn on October 30, 2013, for the location at 201 W. Main Street in Turlock, California; and

WHEREAS, the City Council extended the interim ordinance for a period of ten (10) months and fifteen (15) days on December 10, 2013; and

WHEREAS, having held a public hearing on March 5, 2015, the Planning Commission failed to recommend that the City Council approve this amendment on a tie vote (3-3); and

WHEREAS, on March 5, 2015, the Planning Commission then voted unanimously to refer this matter to the Turlock City Council for its consideration; and

WHEREAS, after a public hearing held on April 14, 2015, the Turlock City Council determined as follows:

1. That the public necessity, convenience and general welfare support the proposed amendment.
2. That the proposed amendment is consistent with the Turlock General Plan.

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

SECTION 1. ENVIRONMENTAL DETERMINATION. The proposed project is "Exempt" from the provisions of the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15061(b)(3)[No potential for causing a significant effect on the environment] or Section 15183 [Project consistent with general plan policies].

SECTION 2. AMENDMENT. Title 9 is hereby amended to read as follows:

9-2-125 Mobile food facilities.

(a) **Purpose.** The purpose of this section is to allow mobile food facilities to operate within the City through an expedited permitting process that ensures that such uses are operated in a manner that is safe and secure, and will not create adverse impacts to either the property on which they are located or to the immediate neighborhood.

(b) **Mobile food facility permit required.** Any person must obtain a mobile food facility permit prior to operating a mobile food facility on private property within the City. The approval shall be specific to a location and shall not be transferable to other locations or operators. Operation of a mobile food facility shall not be permitted on public property under this section. An application for a permit shall be submitted for approval of a mobile food facility permit not less than fifteen (15) days before the use is intended to begin. The application shall be on a form prescribed for that purpose, and shall include the written consent of the owner of the property on which the use is to be located and, if different, the business owner providing restroom facilities within two hundred (200') feet as prescribed by the California ~~Commercial Retail Food Code.~~Health and Safety Code, Section 114250.1

(c) **Mobile food facility permit application: Review and approval.**

(1) Once an application has been accepted as complete, the ~~Community~~ Development Services Director or designee shall take action within fifteen (15) days.

(2) Once an application has been accepted as complete, the ~~Community~~ Development Services Director or designee shall refer the permit application to City

departments and any other agencies deemed appropriate by the ~~Community~~ Development Services Director.

(3) In considering an application for a permit pursuant to this section, the ~~Community~~ Development Services Director or designee shall approve the permit only if it makes the following findings and subject to the limitations and conditions of this section:

(i) The proposed location is on an improved property that is entirely paved and shall not interfere with the operation of any approved uses on the site;

(ii) The site is adequate to support the operation of the mobile food facility and the mobile food facility will not adversely affect adjacent structures and uses, or the surrounding neighborhood;

(iii) The proposed use will not adversely affect the circulation and flow of vehicular and pedestrian traffic in the immediate area;

(iv) The proposed use will not create a demand for additional parking which cannot be met safely and efficiently in existing parking areas;

(v) The proposed use will not conflict with the terms or intent of any planned unit development permit or conditional use permit currently in effect on the property;

(vi) The proposed use and location complies with all applicable requirements of the Turlock Municipal Code, the California building and fire codes, and any other applicable local, regional, State or Federal laws or regulations; and

(vii) The proposed use will not otherwise constitute a nuisance or be detrimental to the public welfare of the community.

(d) **Limitations of use by zoning district.** A mobile food facility may be permitted to operate on any property zoned for commercial or industrial uses, except the CO Commercial Office ~~District defined under Article 3 of Chapter 9-3 TMC.~~district, and the DC Downtown Core, DCT Downtown Core Transition, and OR Office Residential Overlay districts.

(e) **Limitation on number and concentration of mobile food facilities.** On properties of less than one (1) acre in size, no more than one (1) mobile food facility shall be permitted at one (1) time.

~~(f) Duration of initial mobile food facility permit and renewals. The mobile food facility shall be authorized for an initial period of one (1) year in duration on January 1st and July 1st of each calendar year. Applications received between the period of January 1st and July 1st will be given a renewal date of July 1st each year. Applications received between the period of July 1st and January 1st will be given a renewal date of January~~

~~1st each year. The Community Development Director may consider and take appropriate action on a request for renewal of a mobile food facility permit for an additional one (1) year period, upon review of a written request submitted no later than thirty (30) days prior to the expiration of the approved mobile food facility permit.~~

(f) **Mobile food facility permit and renewals.** The mobile food facility permit shall expire on December 31 each calendar year. Applications received after October 1st of each calendar year shall be given a renewal date that ends on December 31 of the following year. Each renewal shall be subject to the findings and conditions outlined in this section. There shall be no limit on the number of renewals that may be granted.

(g) **Conditions.** In authorizing an application for a mobile food facility permit, the ~~Community~~ Development Services Director shall include as conditions of approval, the following minimum provisions:

(1) The use shall be conducted entirely upon private property and not within any public right-of-way;

(2) The use shall conform to all applicable building, electrical, fire, plumbing, engineering, solid waste, wastewater, water quality, and environmental regulations and laws;

(3) No permanent structures may be constructed on the site to support the operation of the mobile food facility;

(4) No signs, balloons, or flags may be displayed on or off the site to promote the mobile food facility except those permanently affixed to the mobile food vehicle/trailer;

(5) No outdoor music, live or amplified, is permitted;

(6) Temporary canopies or tents less than one hundred twenty (120) square feet may be erected but must be removed at the end of each business day;

(7) No more than two (2) small tables seating up to a total of ten (10) people may be permitted and must be removed at the end of each business day;

(8) Vehicle and temporary canopies or tents shall not be located closer than twenty (20') feet to a building or structure;

(9) Vehicle and any temporary canopies or tents shall not be located on the same parcel, or closer than one hundred (100') feet from the lot line of an adjacent parcel, on which a flammable, combustible, or liquid petroleum gas dispensing or storage container is located;

(10) Provisions for fire protection and fire vehicle access shall be made as prescribed by the Fire Marshal;

(11) The site shall be continuously maintained free of weeds, litter and debris;

(12) Within three (3) days after ceasing operation of the mobile food facility at any location, the site shall be completely cleaned; all trash, debris, signs, sign supports, and temporary electrical service will be removed;

(13) The mobile food facility operator shall obtain and maintain a valid Turlock business license at all times;

(14) An agreement for the use of properly operating restroom facilities within two hundred (200') feet of the vehicle's location shall be maintained at all times; and

(15) Any additional limitations or conditions as required by the ~~Community~~ Development Services Director as conditions of approval.

(h) **Fee.** A fee shall be paid by the applicant to cover the costs of processing and administering the mobile food facility permit application. Such fee shall be set by City Council resolution, and may be amended from time to time.

(i) **Suspension or revocation of mobile food facility permit.** Any mobile food facility permit may be suspended or revoked in accordance with the procedures and standards ~~of Article 11 of Chapter 9-5 TMC.~~ TMC 9-5-1100ART (Enforcement). The permit shall be automatically suspended and may be revoked when the permit issued by the Stanislaus County Environmental Resources Department is suspended or revoked for any reason.

(j) **Appeal.** The decision of the ~~Community~~ Development Services Director may be appealed as provided by Chapter 1-4 TMC.

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of

general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of April, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 28th day of April, 2015.

_____
Gary Soiseth, Mayor

ATTEST:

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

8A

Council Synopsis

April 14, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the rejection of all bids submitted by RFB No. 15-313 for four (4) Pickup Trucks and one (1) Sport Utility Vehicle for Municipal Services Department and Parks, Recreation and Public Facilities Department, pursuant to Turlock Municipal Code §2-7-09(c)(4)

Motion: Approving the purchase of four (4) Pickup Trucks and one (1) Sport Utility Vehicle through the State of California Contract No. 1-14-23-20A from Downtown Ford Sales of Sacramento, for Municipal Services Department and Parks, Recreation & Public Facilities Department, in an amount not to exceed $123,909, without compliance to the formal bid procedure, in accordance with Turlock Municipal Code §2-7-09(b)(5)

2. DISCUSSION OF ISSUE:

For the best interest of the City, staff is requesting that the bid be rejected pursuant to Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (4) rejection of bids.

The Purchasing Office solicited formal bids for four (4) pickup trucks and one sport utility vehicles on Request for Bid (RFB) 15-313 by publishing the formal bid notice in the local newspaper, the City's website, at City Hall's bulletin board and contacting local dealerships and other dealerships within Stanislaus County by fax or email. The City's 3% local vendor preference was not a factor in determining the low bid for this purchase. Two (2) vendors submitted bids; as indicated below:

1) Smith Chevrolet of Turlock – bid rejected for non-responsive to the bid specifications.

2) Patchetts Ford of Turlock – Total Bid of $139,796 – bid rejected due to the following justification, as listed below.

Staff evaluated all bids and compared the prices with the State of California contract for all five vehicles and found the State of California contract through Downtown Ford at $15,887 lower in price vs. Patchetts Ford bid. The State of California Department of General Service are competitively bid contracts and local agencies may contract with the suppliers that are awarded the contract without further competitive bidding, in accordance with the Turlock Municipal Code §2-7-09(b)(5).

(List recap)

Item No.	Description	Qty	Patchetts Ford Turlock, CA	Downtown Ford Sacramento
1	½ Ton Pickup Truck Regular Cab 4 x 2	2	$49,966	$44,503
2	½ Ton Pickup Truck Regular Cab 4 x 4	1	$26,825	$23,959
3	¾ Ton Pickup Truck Regular Cab 4 x 2	1	$34,380	$27,885
4	Sport Utility Vehicle	1	$28,625	$27,562
Total			$139,796.00	$123,909.00

Downtown Ford Sales also offers a discount of $500 per vehicle if payment is made in 20 days, saving the City an additional $2,500.00 (this discount is not yet reflected in the above-mentioned pricing).

3. BASIS FOR RECOMMENDATION:

Staff recommends the joint contract purchase with the State of California for the purchase of four (4) pickup trucks and one (1) sport utility vehicles from Downtown Ford Sales of Sacramento, in an amount not to exceed $123,909.

Strategic Plan Initiative:
Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $123,909

Budget Amendment
$44,503 from 506-00-000.222.51020 WQC Vehicle Replacement (2) vehicles

$23,959 from 506-00-000.223.51020 Water Vehicle Replacement (1) vehicle

$27,885 from 506-00-000.221.51020 Parks Vehicle Replacement & 506-00-000.232 Storm Vehicle Replacement (split 50/50)

$27,562 from 506-00-000.229.51020 Recreation Vehicle Replacement

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Council may postpone this purchase. However, the City does not recommend this as an alternative, the increase of responsibilities and lack of equipment would delay the level of services.

B). Retain the existing vehicles and continue to fund the repairs and maintenance. However, this is not a cost effective solution.

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF031315300

QUOTATION

Customer

Name: CITY OF TURLOCK
Address:
City: CA
Phone:

Date: 3/13/2015
REP: FORBESS
Phone:
FOB:

Qty	Description	Unit Price	TOTAL
2	2015 2015 FORD F150 RGULAR CAB 4X2 61/2FT BED	$19,171.00	$38,342.00
4	SHOP MANUAL	$279.00	$1,116.00
4	PARTS MANUAL	$258.00	$1,032.00
4	EXTRA KEYS	$78.00	$312.00
2	DOCUMENTATION FEE (DOC FEE)	$80.00	$160.00

		$40,962.00
	SHIPPING	$400.00
Taxes	7.625	$3,123.35
	TIRE FEE	$17.50
	TOTAL	$44,502.85

Payment Details

- ○
- ◉
- ○

Office Use Only

TERMS: $500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

STATE OF CALIFORNIA CONTRACT 1-14-23-20A

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF031315301

QUOTATION

Customer

Name: CITY OF TURLOCK
Address:
City: CA
Phone:

Date: 3/13/2015
REP: FORBESS
Phone:
FOB:

Qty	Description	Unit Price	TOTAL
1	2015 2015 FORD F150 RGULAR CAB 4X4 61/2FT BED	$20,452.00	$20,452.00
	change to 8 1/2 bed		
2	SHOP MANUAL	$279.00	$558.00
2	PARTS MANUAL	$258.00	$516.00
2	EXTRA KEYS	$78.00	$156.00
	ADD $ 306.00		
1	DOCUMENTATION FEE (DOC FEE)	$80.00	$80.00

		$21,762.00
	SHIPPING	$200.00
Taxes	7.625	$1,659.35
	TIRE FEE	$8.75
	TOTAL	$23,630.10

Change to $23,959.44

Payment Details

Office Use Only

TERMS: $500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

STATE OF CALIFORNIA CONTRACT 1-14-23-20A

QUOTATION

DF031315304

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

QUOTATION

Customer

Name: CITY OF TURLOCK
Address:
City: CA
Phone:

Date: 3/13/2015
REP: FORBESS
Phone:
FOB:

Qty	Description	Unit Price	TOTAL
1	2016 FORD F250 REGULAR CAB 4X2	$18,503.00	$18,503.00
1	DIAMOND 16-38-96-CT B49 CLOSED TOP	$5,307.00	$5,307.00
1	REGULAR HITCH	$595.00	$595.00
2	SHOP MANUAL	$279.00	$558.00
2	PARTS MANUAL	$258.00	$516.00
2	EXTRA KEY	$78.00	$156.00
1	DOCUMENTATION FEE (DOC FEE)	$80.00	$80.00

		$25,715.00
	SHIPPING	$200.00
Taxes	7.625	$1,960.76
	TIRE FEE	$8.75
	TOTAL	$27,884.51

Payment Details

Office Use Only

TERMS: **$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS**

STATE OF CALIFORNIA CONTRACT 1-14-23-20A

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF031315306

QUOTATION

Customer

Name: CITY OF TURLOCK
Address:
City: CA
Phone:

Date: 3/13/2015
REP: FORBESS
Phone:
FOB:

Qty	Description	Unit Price	TOTAL
1	2016 FORD EXPLORER 4X2	$23,966.00	$23,966.00
1	EXTRA KEY	$295.00	$295.00
2	SHOP MANUAL	$279.00	$558.00
2	PARTS MANUAL	$258.00	$516.00
1	DOCUMENTATION FEE (DOC FEE)	$80.00	$80.00

		$25,415.00
	SHIPPING	$200.00
Taxes	7.625	$1,937.89
	TIRE FEE	$8.75
	TOTAL	$27,561.64

Payment Details

Office Use Only

TERMS: $500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

STATE OF CALIFORNIA CONTRACT 1-14-23-23A

8B

Council Synopsis

April 14, 2015

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maria Ramos, Housing Program Supervisor

Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a short term General Fund loan in an amount not to exceed $38,000 to the Housing Program Services Department for the rehabilitation and sale of the property located at 1055 Vermont Avenue, Unit #101, Turlock, California

Resolution: Appropriating $38,000 to account number 110-10-112.47320_004 "Repair Program – Vermont Property" to be funded from Fund 110 "General Fund" reserve balance to fund the short term loan for the rehabilitation of 1055 Vermont Avenue, Unit 101, Turlock, California

2. DISCUSSION OF ISSUE:

The first time home buyer program originally assisted an eligible family to acquire the property at 1055 Vermont Avenue, Unit #101 in May of 2005. Two years after acquisition the homeowner was unable to retain the home and was foreclosed on by the primary lender.

At the time, the federal guidance from HUD, found in 24CFR §92.503 required that any HOME funds invested in a project that is terminated before completion, either voluntary or otherwise, must be repaid by the participating jurisdiction with the use of non-federal funds. In order to avoid the repayment of the funds to HUD, it was determined that the best method of protecting the City's investment was to purchase the property at foreclosure sale, make the necessary repairs and sell to another eligible buyer. The property was purchased by the City on September 4, 2007 and rehabilitated in December of 2007.

Shortly after the acquisition of the property, housing values plummeted to record lows and the market was flooded with foreclosed homes. City staff discussed this issue with HUD staff at great length to determine a reasonable solution that did not required repayment of funds by the City. It was decided that the best option

at the time was to temporarily hold onto the property until property values returned to normal levels.

During this waiting period, the property sat vacant, a water pipe broke and the home was vandalized several times. These series of incidents has caused damage to the home and the home does not currently meet housing quality standards for a lender to provide a new first deed of trust. As property values have resumed to more normal values, staff believes that now is the best time to sell the property. In order to meet the qualifications certain repairs must be completed prior to the sale. Due to United State Department of Housing and Urban Development (HUD) regulations, the City is no longer able to use additional Federal funds to make the necessary repairs. Staff has met with several primary lenders to review funding options as to the best method to repair the property so that it could be sold and a buyer would be able to secure primary financing. Staff has met with several community based and institutional lender to explore all option for funding the necessary repairs. No options were provided that would satisfy HUD guidelines and relieve the City of the repayment of the funds. All resources have been exhausted to bring this project to completion.

The Housing Program Services Program finds that the only solution remaining would be to borrow an amount not to exceed $38,000 from the General fund to make the necessary repairs and sell the property to an eligible family. Exhibit A provides the cost breakdown for the repairs and sale.

Upon sale of the property, the City would be reimbursed through escrow in first position in payoff and the General fund loan would be repaid in full. Bids have been received and an acceptable bid can be awarded as soon as the loan is approved. It is expected that the rehabilitation and sale of the property will occur within 120 days. Covenants and affordability restrictions will be recorded with the home to prevent the repayment obligation to HUD in the event of a foreclosure or short sale.

3. BASIS FOR RECOMMENDATION:

If general funds are made available for the rehabilitation and sale and then sold to an income eligible family, the project will be in compliance and funds will not need to be reimbursed.

Strategic Plan Initiative: SOCIAL INFRASTRUCTURE - HOUSING RESOURCES:

1) GOALS:

b. Address housing concerns:
   i) Older neighborhoods rehabilitation
   ii) Homeless issues
   iii) Seek out new grant and funding opportunities

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: **Amount not to exceed** $38,000
Staff is requesting the appropriation of $38,000 to account number 110-10-112.47320_004 "Repair Program – Vermont Property" to be funded from General Fund reserves. As noted above, this funding is anticipated to be repaid from sales proceeds when the property is ultimately sold.

Impact to the General Fund will be $38,000. Funds will be refunded to General fund within 120 days of approval.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

No environmental impact

7. ALTERNATIVES:

A). If funds are unable to be obtained, project will be considered as a failed project and the full amount expended will be due to HUD from a non-federal source. The current property value is insufficient to cover the amount due, of approximately, $231,000.

Attachment A

Tim Castleberry
HOUSING REHAB SPECIALIST II
tcastleberry@turlock.ca.us

HOUSING PROGRAM SERVICES
TEL: 1-209-668-5610
TDD: 1-800-735-2929

156 S. BROADWAY SUITE 250 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5542 EXT 2234 | FAX 209-668-5120

City of Turlock
1055 Vermont Ave #101
Rehab Item Breakdown

September 4, 2014

A Items = Mandatory Repair Items		$12,010
B Items = Potential Hazard Items		$ 9,600
C Items = Neighborhood Upgrade Items		$ 100
D Items = General Property Improvements		None
E Items = Energy Saving Items		$12,550
	Total	$34,260
Contingency – 10%		3,426
TOTAL		**$37,686**

A Items;

Strip and sheet roof with 7/16 OSB	2,500
Install new 30 year roof shingles	3,850
Remove and replace all rotten siding and trim	1,500
Install smoke alarm / carbon monoxide detectors to code	380
Remove and replace the fire door at kitchen location	680
Remove and replace water damaged baseboard in Master Bathroom	100
Paint all new trim in the Master Bathroom	100
Remove and replace water damaged baseboard in Master bedroom	100
Paint new baseboard in the Master bedroom	100
Remove and replace broken garage door window	150
Remove and replace garage man door, knob and deadbolt	550
Remove all construction debris	500
Contractor to obtain all paperwork for permit	250
Supply a portable toilet throughout the entire job	300
Remove and replace the lifted concrete at the driveway.	400
Remove the tree responsible for lifting the concrete.	250
Remove and replace the molded window trim at the front windows that Were covered with plywood.	300
Total	**$12,010**

B Items;

Order Pest Inspection and report	200
Prepare, prime and paint the exterior siding and exterior wood	4,500
Remove the damaged metal fencing from the front yard	1,000
Have the interior professionally cleaned and steam clean upstairs carpet	350

Install new carpeting in the living room and Master bedroom		1,920
Install a new security door at the front entry, new knob and deadbolt		300
Remove and replace front entry knob and deadbolt		130
Install a new security door at the garage man door location		300
Remove overgrown shrubs		150
Mow and line trim the front yard, sidewalk and dispose of debris.		400
Repair the large hole above the gable vent @ back of house.		100
Trim the 3 trees back in the front yard		250
	Total	**$9,650**

C Items;

Prepare, prime and paint the large transformer in the front yard.		100
	Total	**$100**

D Items; None

E Items;

Remove and replace windows		4,600
Clean and service the HVAC system		400
Reattach the insulated panels at the garage roll up door.		100
Remove and replace the HVAC system with a new split system		7,100
Replace the missing and damaged exterior lights with motion lights		350
	Total	**$12,550**

CAS construction

Lic# 891674

1855 E Tuolumne rd.

Turlock CA 95382

Date:3-29-2015

Phone# (209)620-4293

FAX (209)667-6414

Invoice # 1307

Quote to: city of Turlock

Name: Address: 1055 Vermont Ave #101 Email:

invoice	Detail if any	
	• Additional items required since Bid Tour	
A	1. Remove and replace the section of concrete at the driveway location that has lifted due to tree roots.	$400
A	2. Remove the tree raising the concrete adjacent to the electrical and cable boxes. Treat stump with stump killer, rock salt or Round Up. Stump cannot be ground out due to its location next to main electrical wires.	$250
B	3. Remove overgrown shrubs from back yard.	$150
B	4. Mow and line trim the entire front yard, sidewalk and driveway area.	$400
B	5. Trim back the 3 trees in the front yard away from the house and dispose of branches.	$250
B	6. Repair the hole in the back gable above the vent caused by wood peckers.	$100
C	7. Prepare, prime and paint the large transformer located in the front yard that is currently covered with graffiti.	$100
E	8. Reattach the insulated roll up garage door panels [interior] that have fallen off.	$100
E	9. Remove and replace the HVAC system.	$7100
A	10. Remove and replace the molded window trim at the front of the house that is currently covered with plywood.	$300
E	11. Remove and replace 4 exterior lights that have either been stolen of vandalized. Allowance $60 incl bulb EA	$350
	Total→	$9,500

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A SHORT TERM GENERAL FUND LOAN IN AN AMOUNT NOT TO EXCEED $38,000 TO THE HOUSING PROGRAM SERVICES DEPARTMENT FOR THE REHABILITATION AND SALE OF THE PROPERTY LOCATED AT 1055 VERMONT AVENUE, UNIT #101, TURLOCK, CALIFORNIA	**RESOLUTION NO. 2015-**

WHEREAS, the first time home buyer program originally assisted an eligible family to acquire the property at 1055 Vermont Avenue, Unit #101 in May of 2005. Two years after acquisition the homeowner was unable to retain the home and was foreclosed on by the primary lender; and

WHEREAS, the federal guidance from HUD, found in 24CFR §92.503 required that any HOME funds invested in a project that is terminated before completion, either voluntary or otherwise, must be repaid by the participating jurisdiction with the use of non-federal funds; and

WHEREAS, in order to avoid the repayment of the funds to HUD, it was determined that the best method of protecting the City's investment was to purchase the property at foreclosure sale, make the necessary repairs and sell to another eligible buyer. The property was purchased by the City on September 4, 2007 and rehabilitated in December of 2007; and

WHEREAS, shortly after the acquisition of the property, housing values plummeted to record lows and the market was flooded with foreclosed homes. City staff discussed this issue with HUD staff at great length to determine a reasonable solution that did not required repayment of funds by the City. It was decided that the best option at the time was to temporarily hold onto the property until property values returned to normal levels; and

WHEREAS, the Housing Program Services Program finds that the only solution remaining would be to borrow an amount not to exceed $38,000 from the General fund to make the necessary repairs and sell the property to an eligible family. Exhibit A provides the cost breakdown for the repairs and sale.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a short term General Fund loan to the Housing Program Services Department for the rehabilitation and sale of the property located at 1055 Vermont Avenue, Unit #101, Turlock, California.

BE IT FURTHER RESOLVED that upon sale of the property, the City would be reimbursed through escrow in first position in payoff and the General fund loan would be repaid in full. It is expected that the rehabilitation and sale of the property will occur within 120 days. Covenants and affordability restrictions will be recorded with the home to prevent the repayment obligation to HUD in the event of a foreclosure or short sale.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 14th day of April, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $38,000 TO ACCOUNT NUMBER 110-10-112.4732_004 "REPAIR PROGRAM - VERMONT PROPERTY" TO BE FUNDED FROM FUND 110 "GENERAL FUND" RESERVE BALANCE TO FUND THE SHORT TERM LOAN FOR THE REHABILITATION OF 1055 VERMONT AVENUE, UNIT #101, TURLOCK, CALIFORNIA	}	**RESOLUTION NO. 2015-**

WHEREAS, The first time home buyer program originally assisted an eligible family to acquire the property at 1055 Vermont Avenue, Unit #101 in May of 2005. Two years after acquisition the homeowner was unable to retain the home and was foreclosed on by the primary lender; and

WHEREAS, the federal guidance from HUD, found in 24CFR §92.503 required that any HOME funds invested in a project that is terminated before completion, either voluntary or otherwise, must be repaid by the participating jurisdiction with the use of non-federal funds; and

WHEREAS, in order to avoid the repayment of the funds to HUD, it was determined that the best method of protecting the City's investment was to purchase the property at foreclosure sale, make the necessary repairs and sell to another eligible buyer. The property was purchased by the City on September 4, 2007 and rehabilitated in December of 2007; and

WHEREAS, shortly after the acquisition of the property, housing values plummeted to record lows and the market was flooded with foreclosed homes. City staff discussed this issue with HUD staff at great length to determine a reasonable solution that did not required repayment of funds by the City. It was decided that the best option at the time was to temporarily hold onto the property until property values returned to normal levels.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a short term General Fund loan to the Housing Program Services Department for the rehabilitation and sale of the property located at 1055 Vermont Avenue, Unit #101, Turlock, California.

BE IT FURTHER RESOLVED that the Council does hereby appropriate $38,000 to account number 110-10-112.47320_004 "Repair Program – Vermont Property" to be funded from Fund 110 "General Fund" reserve balance to fund the short term loan for the rehabilitation of 1055 Vermont Avenue, Unit #101, Turlock, California.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 14th day of April, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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