

City Council Meeting Agenda



January 28, 2025

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members

Kevin Bixel
Cassandra Abram

Rebecka Monez (Vice Mayor)
Erika Phillips

City Manager
Reagan M. Wilson
City Clerk
Nichole Fiez
City Attorney
George A. Petrulakis

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

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

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

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

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

1. **CALL TO ORDER**
2. **SALUTE TO THE FLAG**
3. **ROLL CALL AND DECLARATION OF CONFLICTS**
4. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

This is the time for the City Council to remove items from the agenda or to change the order of the agenda. Matters may be taken up out of order of the established agenda by a four-fifths vote of the

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, January 28, 2025**

Next City Council Resolution: 2025-011

Next Ordinance: 1325-CS

City Council.

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

- A. Presentation: Turlock Police Department Animal Services - Adoptable Pets
- B. Proclamation: Sarah Eddy Retirement (Wilson)
- C. Presentation: Communications Plan - Slate Communications - Councilmember Q & A - (Sims)
- D. Presentation: Economic Development Strategic Plan Update - Kosmont - Councilmembers Q & A (Sims)

6. PUBLIC PARTICIPATION

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

7. CONSENT CALENDAR

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

- A. Motion: Accepting the Weekly demands of January 3, 2025 through January 9, 2025 in the amount of \$2,370,255.86, January 10, 2025 through January 16, 2025 in the amount of \$4,885,512.03, Payroll EFT October 1, 2024 through October 31, 2024 in the amount of \$2,256,039.68, AP EFT November 2024 in the amount of \$432,413.51
- B. Motion: Accepting the Minutes of the January 14, 2025 Regular City Council meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title
- D. Resolution 2025-XXX: Finding that select equipment for City Project No. 23-046 "Well 29 Chlorination" may be expressly designated by specific brand name with no equal in order to match other products in use on a completed project at other well sites within the City of Turlock pursuant to Public Contract Code Section 3400(c)(2) (Morris)
- E. Resolution 2025-XXX: Rescinding Resolution 2021-243 and adopting a new resolution designating the authorized signatures for the City of Turlock bank accounts with Westamerica

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Bank (Moreno)

- F. Resolution 2025-XXX: Approving Amendment No. 2 to the Memorandum of Understanding between the City of Turlock and the Stanislaus Council of Governments to accept an increase in the suballocation of Regional Early Action Plan (REAP) funds in the amount not to exceed \$55,000 and appropriating \$55,000 to Fund 271 Development Services Grants Account Number 271-40-400.452.34168 Regional Early Action Plan (REAP) funding and appropriating \$55,000 to account number 271-40-452.43055_000 Consultant General. (Werner)
- G. Resolution 2025-XXX: Approving Amendment No. 6 for Task Order No. 1B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$54,356.58 to be funded by Fund 115 "Measure A – Roads" for Bid Package 2 for City Project No. 23-031 as "NV5 CM Task Order No. 1B for City Project No. 23-031, Bid Package 2" (Pezeshk)
- H. Resolution 2025-XXX: Approving Amendment No. 7 for Task Order No. 2B under the terms of the Master Agreement (City Contract No. 2023-109) with Mark Thomas & Company, Inc. (Sacramento, California office) for Engineering Design Services for the City of Turlock's Roads Initiative Program in the amount of \$120,116.97 to be funded by Fund 115 "Measure A – Roads" under City Project No. 23-052 "Mark Thomas Task Order No. 2B for Roads Program - Geer Road (Federal)" (Pezeshk)
- I. Resolution 2025-XXX: Approving Amendment No. 7 for Task Order No. 2B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$46,515.85 to be funded by Fund 115 "Measure A – Roads" for City Project No. 23-033 as "NV5 CM Task Order No. 2B for City Project No. 23-033" (Pezeshk)
- J. Resolution 2025-XXX: Authorizing an agreement, in a form approved by the City Attorney, between the City of Turlock and Flock Safety, with a contract amount of one million one hundred thirty-three thousand five hundred fifty dollars (\$1,133,550) over five (5) years for automated license plate recognition and appropriating a one-time transfer from expense account number 117-10-190.48001_351 "Transfers Out To F240 for LPR's" Fund 117 "Cannabis" unassigned reserve in an amount of five hundred sixty-six thousand seven hundred seventy-five dollars (\$566,775) and a one-time transfer from expense account number 118-20-210.48001_351 "Transfers Out To F240 for LPR's" Fund 118 "Measure A" unassigned reserve in an amount of five hundred sixty-six thousand seven hundred seventy-five dollars (\$566,775) and a one-time transfer to revenue account number 240-00-000-213.38001_351 "Transfers In From F117 & F118 for LPR's" and appropriate two hundred fifty-one thousand one hundred fifty dollars (\$251,150) to expense account number 240-00-000-213.51034 "Cameras for License Plate Reader Program" for the first year payment (Hedden)

8. FINAL READINGS

- A. Second and final reading of an Ordinance approving a Development Agreement between the City of Turlock and Turlock Marketplace LLC, relating to a proposed new shopping center located at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road, Turlock, California, Stanislaus County Assessor's Parcel Numbers 088-016-001, 088-010-02,

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and 088-018-052. (Werner)

Recommended Action: Ordinance 13XX-CS: Approving a Development Agreement between the City of Turlock and Turlock Marketplace LLC, relating to a proposed new shopping center located at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road, Turlock, California, Stanislaus County Assessor's Parcel Numbers 088-016-001, 088-010-02, and 088-018-052

9. PUBLIC HEARINGS

- A. Authorizing the submittal of the 2023-2031 Draft Housing Element to the California Department of Housing and Community Development (HCD) for the required 90-day review period (Werner)

Recommended Action: Resolution 2024-XXX: Authorizing the submittal of the 2023-2031 Draft Housing Element to the California Department of Housing and Community Development (HCD) for the mandatory 90-day review period

10. ACTION ITEMS

- A. Awarding Request for Proposal (RFP) 24-011 and approving an agreement (City Contract 2025-097) in a form approved by the City Attorney with NBS Government Finance Group (Temecula, California office) for a Water Rate Study and related services for a one (1) year term with the option to extend for two (2) additional one-year terms in an amount not-to-exceed \$132,915 to be funded by Fund 420 (Water), account number 420-52-550.43314 "Contract Help – Service" (Guerrero)

Recommended Action: Resolution 2025-XXX: Awarding Request for Proposal (RFP) 24-011 and approving an agreement (City Contract 2025-097) in a form approved by the City Attorney with NBS Government Finance Group (Temecula, California office) for a Water Rate Study and related services for a one (1) year term with the option to extend for two (2) additional one-year terms in an amount not-to-exceed \$132,915 to be funded by Fund 420 (Water), account number 420-52-550.43314 "Contract Help – Service"

- B. Accepting an allocation of funds to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$80,000, and appropriating said funds into account number 266-20-255-352.35720 "OTS Step Grant" and accounts 266-20-255-352.41100_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$64,328, 266-20-255-352.47095_018 "Training Step Grant #PT25083" in the amount of \$1,967, and 266-20-255-352.44001_044 "Supplies STEP Grant #PT25083" in the amount of \$13,705, in Fund 266 "Police Grants" Program 352 "OTS Step Grant" (Hedden)

Recommended Action: Resolution 2025-XXX: Accepting an allocation of funds to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$80,000, and appropriating said funds into account number 266-20-255-352.35720 "OTS Step Grant" and accounts 266-20-255-352.41100_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$64,328, 266-20-255-352.47095_018 "Training Step Grant #PT25083" in the amount of \$1,967, and 266-20-255-352.44001_044 "Supplies STEP Grant #PT25083" in the amount of \$13,705, in Fund

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266 "Police Grants" Program 352 "OTS Step Grant"

11. CITY MANAGER REPORTS/UPDATES

City Manager reports/updates are provided for informational purposes only and no action or discussion may be undertaken. The City Manager may direct department heads to provide reports/updates at the City Manager's request.

12. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS

13. COUNCIL ITEMS FOR FUTURE CONSIDERATION

14. CLOSED SESSION

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 Designated Representative: City Manager Reagan Wilson

Employee Organization: Turlock Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

15. REPORTS FROM CLOSED SESSION

16. ADJOURNMENT



**IN HONOR OF
THE RETIREMENT OF
DEPUTY CITY MANAGER SARAH EDDY
January 28, 2025**

WHEREAS, Deputy City Manager Sarah Eddy started her career as a Personnel Technician for the City of Turlock in August 1988; promoted to Human Resources Manager in March 2008; Acting City Manager in March 2021, ultimately retiring as Deputy City Manager in December 2024; and,

WHEREAS, during her 36 years of dedicated service with the City of Turlock, Deputy City Manager Sarah Eddy was instrumental in the City of Turlock's Human Resources Department, shaping the city's workforce and policies. Sarah successfully developed and implemented progressive HR strategies, fostered a culture of professionalism and collaboration, and navigated complex labor negotiations to maintain productive relationships with employee groups. Sarah's work ensured compliance with evolving regulations and created initiatives that enhanced employee engagement, training, and retention; and,

WHEREAS, transitioning to the City Manager's Office as Deputy City Manager, Sarah continued to excel by driving key initiatives to improve city operations, facilitating interdepartmental collaboration, and managed high-priority projects that advanced the city's goals. Sarah's leadership has left a lasting legacy of growth, innovation, and service excellence in Turlock; and,

WHEREAS, in total, Deputy City Manager Sarah Eddy honorably served the City of Turlock and its citizens for thirty-six years; and consistently demonstrated outstanding performance and commitment during her tenure with the City of Turlock; and,

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Deputy City Manager Sarah Eddy for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council and the residents we serve, do hereby commend Deputy City Manager Sarah Eddy for her many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 28th day of January, 2025.

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



CITY OF TURLOCK

ECONOMIC DEVELOPMENT STRATEGIC PLAN SUMMARY FOR CITY COUNCIL WORKSHOP / INPUT

JANUARY 28, 2025



2301 Rosecrans Ave., Suite 4140
El Segundo, CA 90245
TEL: 424-297-1070 | URL: www.kosmont.com

INTRODUCTION

Kosmont Companies ("Kosmont"), a real estate and economics advisory firm serving hundreds of local governments for over 38 years, has been retained by the City of Turlock to develop an updated Economic Development Strategic Plan ("EDSP"). The goal of the EDSP update will be to provide a current assessment of Turlock's strengths, weaknesses, and opportunities for high-quality job growth and business development, identify and develop a list of prioritized goals and objectives to meet the economic development vision, and provide stakeholder-informed implementation strategies and performance measures.

Kosmont's approach to preparing the EDSP included the following tasks:

- Review of relevant documents (2017 EDSP and Stanislaus County CEDS, together with a tour of the City and its business districts)
- Interviews / feedback from City staff, Council members, and community stakeholders
- Assessment of regional economic trends
- Assessment of local demographic and market conditions
- Assessment of major employment districts
- Identification of key opportunities, strategies and economic development tools



Disclaimer: The analyses, projections, assumptions, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Actual results are difficult to predict as a function of market conditions, natural disasters, pandemics, legislation and administrative actions.

INTRODUCTION

- The City is the second largest city in Stanislaus County, home to California State University Stanislaus, several cultural experiences, sports activities, twenty-four parks, sixteen schools, and a full range of medical facilities.
- It has been seven years since the last EDSP was produced and the City wants updated Plan to reflect current market conditions and community economic development goals.
- City would also like to explore economic development projects including additions to the West Side Industrial Specific Plan (“WISP”), Downtown and a Tournament Sports Complex project.
- The goal of the new EDSP will be to analyze and update the City’s economic vision and goals, assess the City’s current market position and demographics, and develop a list of prioritized goals and objectives that can guide the City for the next three to five years.

BACKGROUND

The City's economic prosperity is underpinned by several compelling factors:

- Cal State University, Stanislaus is a 100-acre campus with 10,000 students and over 700 full time faculty
- Turlock Regional Industrial Park (Westside Industrial Specific Plan) 2,600 acres planned for industrial development with over 8 million SF built.
- Monte Vista Crossings is a +1 million SF regional shopping center
- Turlock's commitment to workforce training is evident in its collaboration with Opportunity Stanislaus



Sources: CSU Stanislaus; Modesto Bee; CBRE (Accessed January 2025)

Left: Exterior of new Amazon fulfillment center (located within the Westside Industrial Specific Plan);

Middle: Aerial image of Monte Vista Crossings shopping center; **Right:** CSU Stanislaus campus

KOSMONT COMPANIES

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COMMUNITY ASSETS

- Kosmont has identified significant community assets that act as regional draws.
- Downtown Turlock –Downtown PBID maintains the 10-12 block area. Current budget is \$215,000 annually. Property owners pay \$0.36 psf of building area +\$0.10 pf of land area (including the city hall space). City also contributes \$40,000 per year towards maintenance PBID sponsors 4th of July parade and many small events.
- Stanislaus County Fairgrounds is 78 acre site that is adjacent to the regional transit center. 10-day county fair attracts 240,000 people in summer. 2-day swap meet in January attracts ~100,000 people. There are many smaller events as well.



Top Left and Right: Outdoor dining and street art in Downtown Turlock

Below Left: Stanislaus County Fairgrounds

Below Right: Exterior shot of Turlock Community Theatre

COMMUNITY ASSETS

- Turlock Regional Sports Complex – 2 softball fields; 10 full-size soccer fields; two other adjacent parks that have playgrounds, covered arbor areas, picnic areas, and 2 professional volleyball sand pits
- Pedretti Sports Complex – 4 softball fields; 1 baseball diamond; large arbor area with playgrounds



Sources: City of Turlock (cityofturlock.org) (Accessed January 2025)

Above Left: Pedretti Sports Park

Above Right: Baseball field at Regional Sports Complex

COMMUNITY EVENTS / ASSETS

- Class 1 Bike Trails – 50+ miles paved for walking, running, hiking, and cycling.
- Dozens of community events are funded by the City and Chamber every year. Some notable events hosted in Downtown Turlock include: Farmers Market, Makers Market, Independence Day Parade and Car Show, Sip and Stroll (second Saturday in September), Festival of Lights (Black Friday), Christmas Parade



Sources: City of Turlock (cityofturlock.org) and Instagram @downtownturlock (Accessed January 2025)

Top Left: Farmers Market

Top Right: Christmas Parade

Bottom Left: Cyclists in Downtown Turlock

Bottom Right: Cyclists riding the bicycle lanes in Turlock

DEMOGRAPHIC / EMPLOYMENT OVERVIEW

- Per ESRI July 2024 data, Turlock has a **Population** of ~73,100 (24,500 households).
- **Average Household Size** is 2.9 persons, lower than County/State, and the **Median Age** is 36 years, younger than County and State median of 37 and 38 years old, respectively.
- City **Average Household Income** is \$103,900, approx. 2% lower than County and 25% lower than statewide levels. Turlock residents generate \$647 million in annual retail spending potential across major retail categories.
- Per ESRI and Census data, Turlock businesses have ~29,000 **Employees** with a resident workforce of ~8,300 people.
- **Jobs in the City** are primarily in *Health Care and Social Assistance, Retail Trade, Educational Services, Accommodation and Food Services*, and Manufacturing. Of these five, three are part of the fastest growing industries in the County (shown in italics).
- **Residents of the City** are primarily employed in Healthcare and Social Assistance / Educational Services / Manufacturing / Retail Trade / Accommodation and Food Services.



See Appendix A.2 and A.3

Sources: ESRI Business Analyst Online; Zillow.com; U.S. Census Bureau Center for Economic Studies, California Employment Development Department, ESRI Business Analyst Online

ECONOMIC GROWTH COMPARISON

To help understand the City's ability to capture a fair share of regional growth, Kosmont has researched economic incentive policies and impact fees affect growth for Turlock's and its main competitor cities of Modesto and Merced.

- Turlock development impact fees are significantly higher for multi-family and industrial land uses
- Modesto and Merced have extensive business attraction and development incentives

Retail

- Turlock retail space at 5.9 million SF, comprises 21% of the overall retail market in Stanislaus County. Since 2017, City retail space grew by 334,000 SF, much faster than the retail markets of Manteca, Merced, and Modesto. Roughly 56% of the growth in the retail development in Stanislaus County has been in the City of Turlock.
- Over that time period, market asking rents in the region have grown by 23% to 27% across the comparison cities, with Turlock reaching \$22.12 PSF, the highest in Stanislaus County
- During the 15-year period from 2008 to 2023 Turlock's retail vacancy peaked at 7.7% in 2011, and has since steadily declined. Retail vacancies in Turlock in Q3 2024 were lowest in the region at 2.2%, while Manteca, Merced, and Modesto have retail vacancies of 5% or greater.



Source: Kosmont Companies

ECONOMIC GROWTH COMPARISON

Office

- Since 2017, there has been modest office growth in the region with majority of growth coming from Modesto (78,000 SF). Turlock's office market grew by just 4,000 SF
- Market rents in Turlock increased by 25%, similar to the comparison cities
- The region has a sub-5% vacancy rate with office vacancies in Turlock at 3.2%, slightly higher than in 2017

Multi-Family

- There has been limited new construction since 2017, with 660 units in County, and only 36 new units in Turlock
- Average rents across the region showed solid growth of 40% to 50% since 2017. Turlock and Merced have the lowest average rents reflecting a significant percentage of Class C and affordable housing projects (~70%) as compared to Class A/B units (~30%).
- As of Q3 2024, multifamily vacancies in the region were below 4%, with Turlock seeing lowest vacancies at 2.5%.

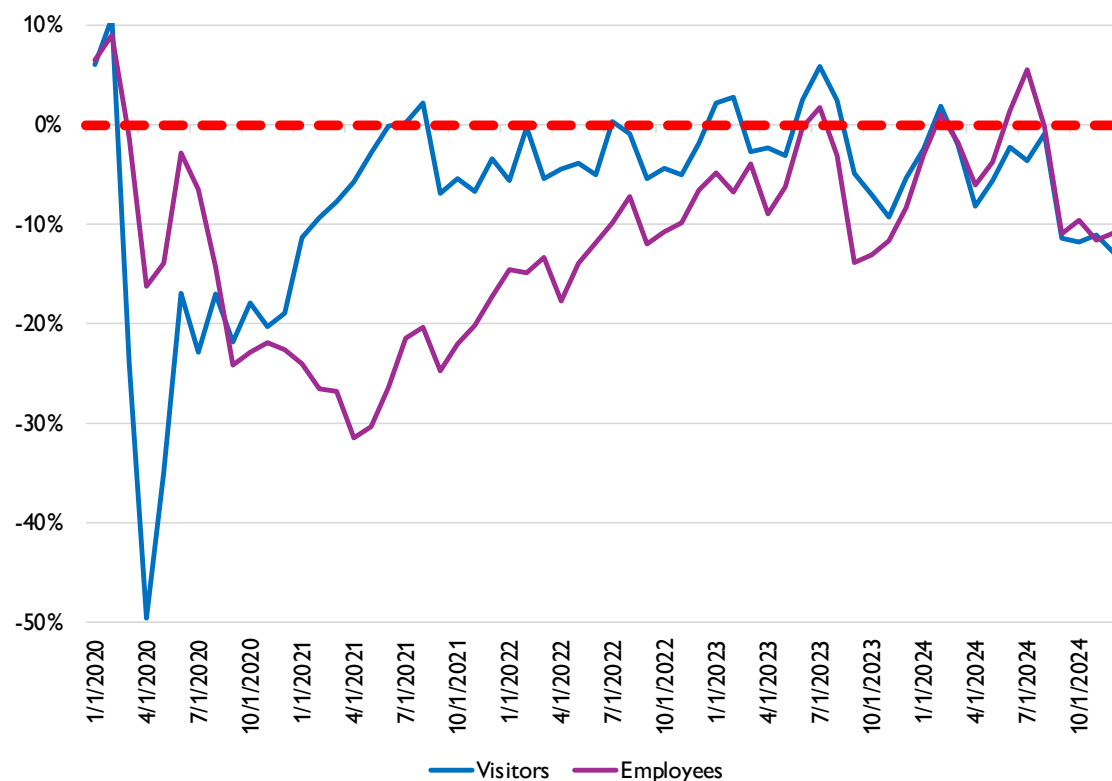


Source: Kosmont Companies

PLACER.AI LOCATION ANALYSIS

Placer.ai is a mobility data provider that tracks daily movement of over 30 million people in the U.S. via anonymized mobile app data. This information reveals travel trends to/from shopping centers, and other places of interest – providing insight into trade areas and daily visitation statistics, and consumer demographics.

- Visits by visitors to the City returned to pre-pandemic levels beginning August 2021. Since then, visitor traffic has averaged **4% lower** than pre-pandemic levels
- Visits by employees to the City returned to pre-pandemic levels beginning July 2023. Since then, employee visits have averaged **5% less** compared to the 2019 baseline.



See Appendix A.4

Sources: Placer.AI (Accessed October 2024)

KOSMONT COMPANIES

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SWOT ANALYSIS SUMMARY

Kosmont has preliminarily summarized City strengths, weaknesses, opportunities and threats (“SWOT”).

Strengths

- City is major regional retail draw with dozens of strong retailers (Costco, Target, Auto Mall)
- City is home to a major agricultural economy with thousands of employees.
- Entrepreneurial spirit
- Significant outdoor amenities and recreational venues

Weaknesses/Threats

- Due to age of buildings in downtown there are ADA and other building code issues making reuse problematic.
- Limited number of City owned development sites.
- There is a relatively unskilled labor pool

Opportunities

- Downtown Turlock is a unique regional draw with boutique shops, fine dining, and entertainment.
- Strong regional demand for single family housing that can increase the tax base
- Use of public financing and value capture tools can facilitate development / redevelopment.
- Westside Industrial Specific Plan Area can provide commercial and industrial and recreational opportunities.
- New online permitting software can be major benefit to business attraction



Sources: Economic Planning Systems, City of Folsom

HOUSING AS ECONOMIC DEVELOPMENT (HEED™)

Housing / hybrid living spaces.
High costs are a burden, but
high assessed value = tax \$\$\$

Telecommuting now common.
Remote work can alleviate
traffic and support local
businesses.

E-commerce spending by each
households is equivalent to 11
SF of retail



Rooftops Needed

New housing can generate new demand for commercial and retail uses, significant new tax revenues, and support local jobs. Office reconfiguration and work at home schedules are keeping “wallets” in local communities -- capturing local spend is a key objective.

Key Market and Economic Development Trends

			
Housing is Not a Loss Leader, it's a <u>Growth Driver</u>	Retail is Not <u>Just</u> Retail Anymore	Telework is Reconfiguring Office	Industrial / Distribution is Critical for the Economy
Housing Creation as Economic Development	Retail Reimagination as Economic Development	Office Conversions as Economic Development	Industrial & Fulfillment as Economic Development
• New housing generates significant new tax revenues and supports dozens of local service jobs from new resident spending • Variety of housing types is essential to attracting new businesses and developing diverse productive workforce	• U.S. retail over-built and needs “right sizing;” Covid accelerated trends; today its about essentials, experience & e-commerce • Blended/mixed use projects integrate multiple uses (housing, retail, open space, creative office, hotel)	• Telework and work from home options are reshaping the needs for office space and business districts • New multi-family projects with co-working spaces and amenities will help attract young professionals with computer skills	• Retail can’t thrive without distribution; Booming demand for e-commerce, particularly smaller last-mile delivery facilities • Flex space (a blend of industrial, office, research and development space) is a growing market. Cities can attract high tech / skill firms. • Industrial supports development of new agricultural products

SPORTS AND ECONOMIC DEVELOPMENT

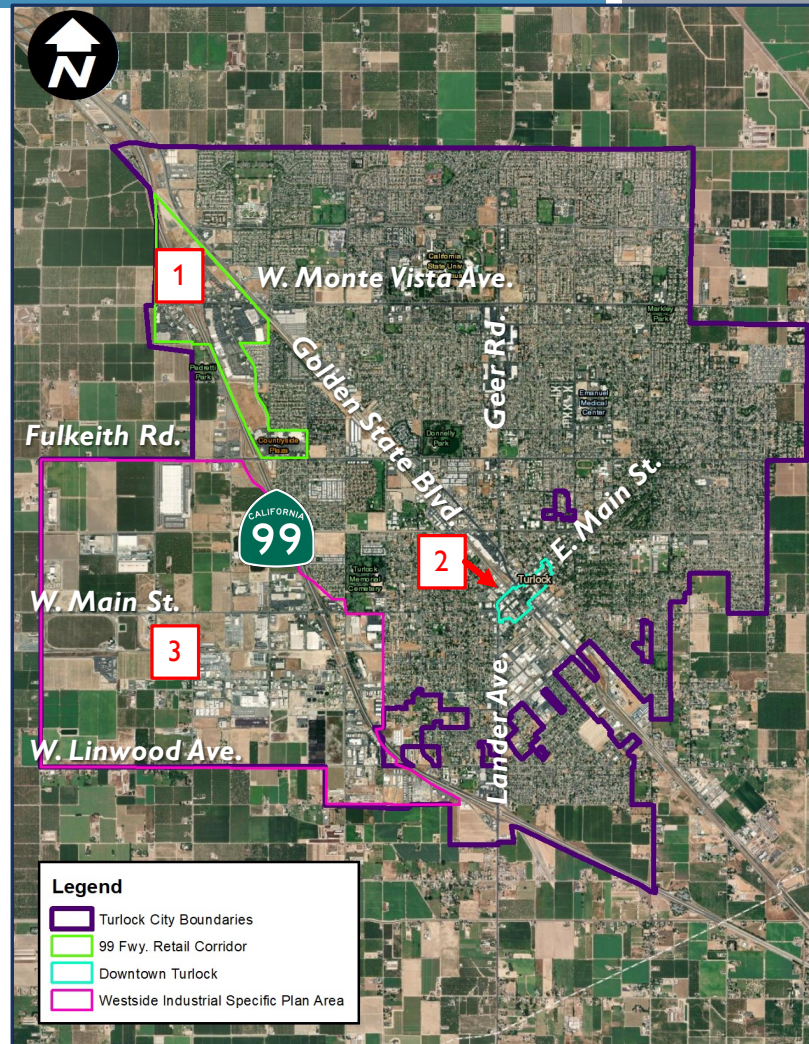
- In the past decade, youth sports facilities have become a major economic driver for suburban communities across the U.S. with families traveling several hours to participate in weekend tournaments for baseball, softball, soccer, tennis etc.
- In early 2022, the City retained Victus Advisors to analyze the potential for an indoor sports center in Turlock. Based on extensive interviews from County business and community leaders and other stakeholders they found significant support for an indoor facility to serve up to 80 weekend tournaments per year (e.g. basketball, volleyball, pickleball, cheer leading). During the week, the facility would be used by local group.
- Victus estimated the center could increase overnight hotel visits by 76,000 per year and generate over \$50 million in economic activity and close to \$1 million per year in hotel and sales tax revenues to Turlock.
- Kosmont research found exciting examples of sports facilities built in rural/suburban areas that expanded into major entertainment centers that can be good examples for Turlock to consider

CITY BOUNDARIES AND OPPORTUNITY AREAS

#	Opportunity Area
1	99 Fwy. Retail Corridor
2	Downtown Turlock
3	Westside Industrial Specific Plan Area



Source: ESRI Business Analyst Online
(Accessed December 2024)



ECONOMIC DEVELOPMENT TOOLS

Kosmont has prepared a high-level summary of various Economic Development tools that the City can consider for Value Capture and to facilitate future development:

Capture Value from Tax Increment and Special Districts

- Enhanced Infrastructure Financing District (“EIFD”) use property tax increment and Community Facility Districts (“CFD”) are tools to fund important **local and regional infrastructure**.

Capture Value from Zoning (Value Capture Zoning™)

- Development Opportunity Reserve (D.O.R.)® allows cities to create a “bank” of new density in zoning / specific plans, allowing them to give the density to projects that deliver **community benefits & public amenities**.

Capture Value from Real Estate

- Cities can use a variety of strategies to capture the value of their properties (sale or long-term lease).

City Council Feedback

Opportunities?

Challenges?

Payment Register

From Payment Date: 1/3/2025 - To Payment Date: 1/9/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
146605	01/06/2025	Open			Utility Management Refund	AMEZCUA, CESAR	\$53.25		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		458600-004	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$6.91			
	420 - WATER			420.11000 (Cash)		\$46.34			
146606	01/06/2025	Open			Utility Management Refund	BIOSPORTS PHYSICAL THERAPY TURLOCK INC	\$100.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Commercial Metered		923028-003	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$100.00			
146607	01/06/2025	Open			Utility Management Refund	CECELIA, PERRY	\$500.67		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		687243-003	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$500.67			
146608	01/06/2025	Open			Utility Management Refund	DELGADILLO, RAFAEL	\$368.48		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		143448-008	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$368.48			
146609	01/06/2025	Open			Utility Management Refund	GALVAN, SERGIO	\$246.15		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		355178-009	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$246.15			
146610	01/06/2025	Open			Utility Management Refund	GARCIA MENDOZA, ALMA, LIDIA	\$156.99		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		226505-002	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$156.99			
146611	01/06/2025	Open			Utility Management Refund	HAMIDI, RAYHANA	\$218.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		226963-014	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$218.00			

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146612	01/06/2025	Open			Utility Management Refund	LITTLE, KATHLEEN	\$256.89		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Commercial Metered		144002-004	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$116.73		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$70.65		
	420 - WATER			420.11000 (Cash)			\$69.51		
146613	01/06/2025	Open			Utility Management Refund	OLIVEIRA, DORA, M	\$279.54		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		144851-014	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$279.54		
146614	01/06/2025	Open			Utility Management Refund	PASTSY R NOVO REVOCABLE TRUST, KEVIN D. STERLING,	\$388.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		74357-002	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$388.00		
146615	01/06/2025	Open			Utility Management Refund	REVUELTA, JAQUELINE	\$104.72		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		714046-004	MOVE-OUT CREDIT	01/06/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$104.72		
146616	01/09/2025	Open			Accounts Payable	9280-0366 Quebec Inc., DBA Transit	\$3,250.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2287		01/06/2025	Transit Royale Subscription Q1 Year 2 Dec 2024, Jan - Feb 2025			\$3,250.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	426 - Transit			426.11000 (Cash)			\$3,250.00		
146617	01/09/2025	Open			Accounts Payable	AFLAC	\$3,762.80		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	186153		12/26/2024	INDIVIDUAL DECEMBER 2024			\$3,762.80		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,762.80		
146618	01/09/2025	Open			Accounts Payable	ALTEC INDUSTRIES, INC.	\$83.27		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	12746815		12/16/2024	701703102 PLATFORM COMPONENT; COVER; SOFT; VINYL; RECTANGULAR;			\$83.27		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$83.27		
146619	01/09/2025	Open			Accounts Payable	AMERICAN MESSAGING	\$14.04		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	R1061876ZA		01/01/2025	Acct #R1-061876 - Fire Department			\$14.04		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		

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146620	110 - General Fund			110.11000 (Cash)			\$14.04		
	01/09/2025	Open			Accounts Payable	AT&T / CALNET 3	\$6,313.68		
	Invoice		Date	Description			Amount		
	000022739961		12/13/2024	BAN #9391034901 (T1 LINE - 4-way split) 11/13/24 - 12/12/24			\$155.55		
	000022739815		12/13/2024	BAN #9391034842 / PSF Phones 2096323265 (11/13/24-12/12/24)			\$514.13		
	MULTI 12/13/24		12/13/2024	Multiple COT accounts paid on 1/9/25 (NOV-DEC 2024)			\$4,876.68		
	000022739819		12/13/2024	BAN #9391034847 /City-wide system2096682612957- 11/13/24-12/12/24			\$767.32		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,491.11		
	205 - Sports Facilities			205.11000 (Cash)			\$53.28		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$6.43		
	246 - Landscape Assessment			246.11000 (Cash)			\$6.43		
	255 - CDBG			255.11000 (Cash)			\$8.35		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$251.71		
	420 - WATER			420.11000 (Cash)			\$108.86		
146621	426 - Transit			426.11000 (Cash)			\$131.64		
	501 - Information Technology			501.11000 (Cash)			\$155.61		
	505 - Fleet			505.11000 (Cash)			\$100.26		
	01/09/2025	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	\$550.00		
	Invoice		Date	Description			Amount		
	009996		12/05/2024	ST#31 - DRIVE CHAINS ON MOTOR			\$550.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$550.00		
	01/09/2025	Open			Accounts Payable	BICSEC SECURITY INC	\$1,356.66		
	Invoice		Date	Description			Amount		
146622	223080		01/01/2025	TRANSIT CENTER; MONITORING; 2/01 - 2/28/2025			\$186.25		
	223121		01/01/2025	CITY HALL MONITORING; 2/01 - 2/28/2025			\$140.00		
	223122		01/01/2025	SWITCH GEAR MONITORING; 2/01 - 2/28/2025			\$120.00		
	223120		01/01/2025	CHLORINE BLDG- MONITORING; 2/01 - 2/28/2025			\$161.25		
	223118		01/01/2025	TRANSIT CENTER; COMMERCIAL MONITORING; 2/01 - 2/28/2025			\$20.00		
	223116		01/01/2025	FIRE STATION MONITORING; 2/01 - 2/28/2025			\$121.25		
	223113		01/01/2025	CNG BLDG MONITORING; 2/01 - 2/28/2025			\$138.25		
	223963		01/01/2025	PSF BLDG- MONITORING; 1/01-1/31/2025			\$186.66		
	223695		01/01/2025	TRAINING FACILITY - U.L. Cert 2/1- 2/28/2025			\$20.00		
	223298		01/01/2025	ASSESSMENT BLDG MONITORING: 2/01-2/28/2025			\$263.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$467.91		
	246 - Landscape Assessment			246.11000 (Cash)			\$263.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$281.25		
	426 - Transit			426.11000 (Cash)			\$344.50		
	01/09/2025	Open			Accounts Payable	BLUEBEAM, INC.	\$13,000.00		
	Invoice		Date	Description			Amount		
	2095979		10/22/2024	BLUEBEAM TRAINING SERVICES			\$13,000.00		

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146624	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$13,000.00			
	01/09/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$24.42		
146625	Invoice			Date	Description	Amount			
	277301			12/17/2024	12670791 (S)TUBE	\$24.42			
	Paying Fund			Cash Account		Amount			
146625	110 - General Fund			110.11000 (Cash)		\$24.42			
	01/09/2025	Open			Accounts Payable	Brown Armstrong Accountancy Corporation	\$10,200.00		
	Invoice			Date	Description	Amount			
146626	277872			01/06/2025	2023 Audit	\$10,200.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,900.00			
146626	216 - Streets - Local Transportation			216.11000 (Cash)		\$1,500.00			
	255 - CDBG			255.11000 (Cash)		\$1,005.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$630.00			
146626	420 - WATER			420.11000 (Cash)		\$630.00			
	426 - Transit			426.11000 (Cash)		\$2,430.00			
	621 - Successor Agency - Non LMI			621.11000 (Cash)		\$105.00			
146626	01/09/2025	Open			Accounts Payable	CA BLDG STANDARDS COMMS	\$6,072.70		
	Invoice			Date	Description	Amount			
	MARCH-SEPT 2024			12/26/2024	MARCH-SPET 2024 BSASRF PAYMENT	\$6,072.70			
146627	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,072.70			
	01/09/2025	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$150.00		
146628	Invoice			Date	Description	Amount			
	TP24007060			12/02/2024	CONFIDENTIAL VICTIM EXPENSE E6600108145701	\$150.00			
	Paying Fund			Cash Account		Amount			
146628	110 - General Fund			110.11000 (Cash)		\$150.00			
	01/09/2025	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$5,920.15		
	Invoice			Date	Description	Amount			
146628	82079			12/28/2024	WQC- CHECK CIRCUIT #1 TO TROUBLESHOOT AND ADVISE	\$1,631.74			
	82077			12/28/2024	WQC- NO AC @ PUMP STATION #1	\$1,244.41			
	81891			12/20/2024	SCHEDULED MAINTENANCE SECTION 3- NOVEMBER 2024	\$3,044.00			
146629	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,200.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,876.15			
146629	501 - Information Technology			501.11000 (Cash)		\$844.00			
	01/09/2025	Open			Accounts Payable	Chemtrade Chemicals Corp DBA Chemtrade Chemicals	\$3,831.47		
	Invoice			Date	Description	Amount			
146629	90183383			12/18/2024	SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 12.18.24	\$3,831.47			
	Paying Fund			Cash Account		Amount			

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146630	450 - SRWA - Operations			450.11000 (Cash)			\$3,831.47		
	01/09/2025	Open			Accounts Payable	CO OF ALAMEDA DBA ALAMEDA COUNTY SHERIFF'S OFFICE	\$1,147.00		
	Invoice		Date	Description			Amount		
	L23-0448-2		10/02/2024	187 PC INVESTIGATION, FIREARMS EVIDENCE EXAM FOR TP23000312			\$1,147.00		
	Paying Fund		Cash Account			Amount			
146631	110 - General Fund			110.11000 (Cash)			\$1,147.00		
	01/09/2025	Open			Accounts Payable	CRIME GUARD INC	\$6,324.00		
	Invoice		Date	Description			Amount		
	27416		01/02/2025	LIVE MONITORING; BROADWAY PARK; 12/01- 12/31/2024			\$1,736.00		
	27417		01/02/2025	LIVE MONITORING; CENTRAL PARK; 12/01- 12/31/2024			\$1,736.00		
	27418		01/02/2025	LIVE MONITORING; CORP YARD; 12/01-12/31/2024			\$1,116.00		
	27420		01/02/2025	LIVE MONITORING; DONNELLY PARK; 12/01- 12/31/2024			\$868.00		
	27419		01/02/2025	LIVE MONITORING; DENAIR PARK; 12/01- 12/31/2024			\$868.00		
	Paying Fund		Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			\$6,324.00		
146632	01/09/2025	Open			Accounts Payable	CSG CONSULTANTS INC	\$2,499.38		
	Invoice		Date	Description			Amount		
	B241652		09/03/2024	PLAN CHECK SERVICES FOR AUG 2024			\$879.38		
	B241462		08/01/2024	PLAN CHECK SERVICES JULY 2024			\$300.00		
	B241857		10/01/2024	PLAN CHECK SERVICES SEPT 2024			\$570.00		
	B242072		11/01/2024	PLAN CHECK SERVICES OCT 2024			\$750.00		
	Paying Fund		Cash Account			Amount			
146633	110 - General Fund			110.11000 (Cash)			\$2,499.38		
	01/09/2025	Open			Accounts Payable	CSJVRMA	\$558,694.00		
	Invoice		Date	Description			Amount		
	INV0204		12/16/2024	2024/2025 RMA Deposits			\$558,694.00		
	Paying Fund		Cash Account			Amount			
146634	512 - Casualty Insurance			512.11000 (Cash)			\$558,694.00		
	01/09/2025	Open			Accounts Payable	CURTIS & SONS INC, L N	\$1,593.61		
	Invoice		Date	Description			Amount		
	INV894976		12/11/2024	ASAP LOCK			\$735.95		
	INV895810		12/13/2024	CAPTO ROPE			\$857.66		
	Paying Fund		Cash Account			Amount			
146635	110 - General Fund			110.11000 (Cash)			\$1,593.61		
	01/09/2025	Open			Accounts Payable	EQUIFAX	\$19.32		
	Invoice		Date	Description			Amount		
	2063416586		12/17/2024	PD BACKGROUNDS			\$19.32		
	Paying Fund		Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			\$19.32		

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146636	01/09/2025	Open			Accounts Payable	FALANY FENCE COMPANY INC	\$1,553.31		
	Invoice		Date	Description		Amount			
	15397		12/13/2024	WILL CALL TURLOCK CORP YARD		\$863.31			
	15396		12/13/2024	WILL CALL PFM SHOP		\$690.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,553.31			
146637	01/09/2025	Open			Accounts Payable	FIRST ALARM WELLNESS	\$450.00		
	Invoice		Date	Description		Amount			
	1786		11/21/2024	DIRECT CLIENT SERVICES		\$450.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$450.00			
146638	01/09/2025	Open			Accounts Payable	FOLSOM LAKE FORD SALES	\$173,125.31		
	Invoice		Date	Description		Amount			
	FL3557		12/17/2024	FR24-2006 PIC DC 2025 FORD INTERCEPTOR		\$55,649.27			
				UTILITY AWD					
	FL3604		12/17/2024	FR24-2008 PIU FIU 2025 FORD INTERCEPTOR		\$63,423.56			
				UTILITY AWD					
	FL3485		12/17/2024	FR24-2007 PIU INSPC 2025 FORD INTERCEPTOR		\$54,052.48			
				UTILITY AWD					
	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$173,125.31			
146639	01/09/2025	Open			Accounts Payable	GARTON TRACTOR INC	\$14.60		
	Invoice		Date	Description		Amount			
	P5409601		12/18/2024	82036587 SWITCH		\$14.60			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$14.60			
146640	01/09/2025	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$724.00		
	Invoice		Date	Description		Amount			
	K4K2104		11/21/2024	SRWA LABORATORY ANALYSIS SERVICES		\$180.00			
				11.21.24					
	K4L0416		12/04/2024	SRWA LABORATORY ANALYSIS SERVICES		\$229.00			
				12.04.24					
	K4L0503		12/05/2024	SRWA LABORATORY ANALYSIS SERVICES		\$180.00			
				12.05.24					
	K4L0901		12/09/2024	SRWA LABORATORY ANALYSIS SERVICES		\$45.00			
				12.09.24					
	K4L0304		12/03/2024	SRWA LABORATORY ANALYSIS SERVICES		\$45.00			
	K4L1009		12/10/2024	SRWA LABORATORY ANALYSIS SERVICES		\$45.00			
				12.10.24					
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$724.00			
146641	01/09/2025	Open			Accounts Payable	GHX INDUSTRIAL, LLC	\$143.15		
	Invoice		Date	Description		Amount			
	16116160		12/23/2024	3/4 x 50ft 200psi Red A.P Jackhammer Hose w/Univ.		\$143.15			
				Cplg Crimped					
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$143.15			

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146642	01/09/2025	Open			Accounts Payable	GOLDEN STATE COMMUNICATIONS, INC.	\$375.00		
	Invoice		Date	Description		Amount			
	VI-004532		12/10/2024	PROGRAMMING OF NEW RADIOS		\$375.00			
	Paying Fund			Cash Account		Amount			
	116 - Special Public Safety			116.11000 (Cash)		\$375.00			
146643	01/09/2025	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$25,127.03		
	Invoice		Date	Description		Amount			
	86865		12/31/2024	CUST #24090 - Fuel Expense for 12/16/24 - 12/31/24		\$21,203.41			
	86645		12/19/2024	Fuel for Fire #3		\$2,739.20			
	86767		12/31/2024	Fuel for Fire #3		\$1,184.42			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$15,639.27			
	205 - Sports Facilities			205.11000 (Cash)		\$13.13			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$1,315.95			
	246 - Landscape Assessment			246.11000 (Cash)		\$621.49			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,008.83			
	420 - WATER			420.11000 (Cash)		\$1,698.81			
	426 - Transit			426.11000 (Cash)		\$3,530.61			
	450 - SRWA - Operations			450.11000 (Cash)		\$298.94			
146644	01/09/2025	Open			Accounts Payable	GRAINGER INC, W W	\$725.07		
	Invoice		Date	Description		Amount			
	9343236940		12/11/2024	SRWA Supplies - Torque Wrench		\$279.61			
	9349102864		12/17/2024	SRWA Supplies - Fire Hose Adapter & Hose		\$445.46			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$725.07			
146645	01/09/2025	Open			Accounts Payable	GUN ACCESSORY SUPPLY INC	\$6,846.80		
	Invoice		Date	Description		Amount			
	INV20379		12/16/2024	HOLOSUN RED DOT SIGHTS		\$6,846.80			
	Paying Fund			Cash Account		Amount			
	116 - Special Public Safety			116.11000 (Cash)		\$6,846.80			
146646	01/09/2025	Open			Accounts Payable	HACH COMPANY	\$165.45		
	Invoice		Date	Description		Amount			
	14290602		12/11/2024	SRWA Supplies - CL-17 Reagent		\$165.45			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$165.45			
146647	01/09/2025	Open			Accounts Payable	HCI SYSTEMS, INC	\$1,450.00		
	Invoice		Date	Description		Amount			
	I0102668		12/30/2024	CNG Bldg- Annual Sprinkler Inspection		\$450.00			
	I0101096		12/18/2024	Fire Station 1- Annual Sprinkler inspection		\$450.00			
	I0101107		12/18/2024	PD/Fire Training Fac. 5 YR FIRE Sprinkler Inspection		\$550.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			
	505 - Fleet			505.11000 (Cash)		\$450.00			
146648	01/09/2025	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$631.25		
	Invoice		Date	Description		Amount			
	INV00564863		12/10/2024	SRWA supplies - Ozone Reagent		\$631.25			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146649	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$631.25		
	01/09/2025	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$2,258.54		
	Invoice		Date		Description		Amount		
	SW000191312		10/04/2024		OP18-624 REPAIR		\$2,258.54		
146650	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,258.54		
	01/09/2025	Open			Accounts Payable	HUNT EQUIPMENT, LLC dba DONLEE PUMP COMPANY	\$8,618.08		
	Invoice		Date		Description		Amount		
	112957		12/18/2024		REPAIR SHOP EQUIPMENT		\$2,176.85		
	112945		12/18/2024		REPAIR SHOP EQUIPMENT		\$1,163.24		
	112958		12/18/2024		REPAIR SHOP EQUIPMENT		\$680.36		
	112755		12/19/2024		REPAIR SHOP EQUIPMENT		\$2,428.13		
	112960		12/19/2024		REPAIR SHOP EQUIPMENT		\$2,169.50		
146651	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$4,013.10		
	505 - Fleet				505.11000 (Cash)		\$4,604.98		
	01/09/2025	Open			Accounts Payable	JARVIS FAY LLP	\$2,064.50		
	Invoice		Date		Description		Amount		
	19638		11/30/2024		ENGINEERING - SPECIAL COUNSEL SERVICES		\$487.50		
	19637		11/30/2024		SPECIAL COUNSEL SERVICES		\$1,577.00		
146652	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$487.50		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,577.00		
	01/09/2025	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$33,413.48		
	Invoice		Date		Description		Amount		
	PP12/CP 18-67		12/31/2024		18-67 Water Main and Sewer Replacement 2024		\$33,413.48		
146653	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$33,413.48		
	01/09/2025	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$28,802.81		
	Invoice		Date		Description		Amount		
	297111483		11/30/2024		OnBase Software Renewal 1/1/25 - 12/31/25		\$28,802.81		
146654	Paying Fund				Cash Account		Amount		
	501 - Information Technology				501.11000 (Cash)		\$28,802.81		
	01/09/2025	Open			Accounts Payable	Linde Inc.	\$3,728.40		
	Invoice		Date		Description		Amount		
	46902822		12/16/2024		SRWA SUPPLY & DELIVERY OF LIQUID OXYGEN 12.16.24		\$3,728.40		
146655	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$3,728.40		
	01/09/2025	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$274.00		
	Invoice		Date		Description		Amount		
	44714915		12/23/2024		ASPHALT		\$90.83		
	44692929		12/19/2024		ASPHALT		\$90.83		
	44703300		12/20/2024		ASPHALT		\$92.34		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$274.00		
146656	01/09/2025	Open			Accounts Payable	MME	\$1,038.40		
	Invoice		Date	Description			Amount		
	030671		12/23/2024	STEEL BROOM, 5 SEGMENT, GUTTER 30556			\$1,038.40		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$1,038.40		
146657	01/09/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$65.16		
	Invoice		Date	Description			Amount		
	830248		12/18/2024	2011R MIL LIGHT (M01)			\$65.16		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$65.16		
146658	01/09/2025	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$2,713.95		
	Invoice		Date	Description			Amount		
	8577-437441		12/17/2024	MM955 SERVICE STICKERS			\$21.70		
	8577-437444		12/17/2024	filters			\$140.12		
	8577-437454		12/17/2024	battery-Credit for Orig 437315			(\$23.90)		
	8577-437495		12/18/2024	FILTERS			\$130.05		
	8577-437520		12/18/2024	OIL FILTER			\$3.82		
	8577-437523		12/18/2024	OIL FILTER			\$38.24		
	8577-437533		12/18/2024	BATTERY			\$173.62		
	8577-437535		12/18/2024	67000 pigtail			\$10.21		
	8577-437546		12/18/2024	LIGHTS			\$126.53		
	8577-437561		12/19/2024	OILCHANGESTICKER			\$15.19		
	8577-437588		12/19/2024	battery-Credit for Orig 437533			(\$23.90)		
	8577-437596		12/19/2024	78R84566SP #16 EZ CLIP HOSE			\$145.78		
	8577-437647		12/20/2024	BELTS			\$88.55		
	8577-437652		12/20/2024	filters-Credit for Orig 437365,437365,437441			(\$98.47)		
	8577-438175		01/03/2025	MICRO-V BLT			\$19.50		
	8577-438158		01/03/2025	BATTERY-Credit for Orig437899			(\$23.90)		
	8577-438107		01/02/2025	COUPLING			\$7.26		
	8577-438096		01/02/2025	16 EZ CLIP			\$50.29		
	8577-438039		12/31/2024	TAIL LAMPS			\$23.59		
	8577-437982		12/30/2024	STOVE BOLT/NUT ASST			\$11.07		
	8577-437965		12/30/2024	LIGHTS			\$13.19		
	8577-437960		12/30/2024	BELT			\$46.22		
	8577-437899		12/27/2024	OIL FILTER AND BATTERY			\$135.57		
	8577-437898		12/27/2024	LTG 71422	TRIANGLE WARNING KIT		\$30.78		
	8577-437890		12/27/2024	BRAKE PADS			\$38.01		
	8577-437887		12/27/2024	BATTERY			\$418.58		
	8577-437884		12/27/2024	LIFT SUPPORT			\$38.65		
	8577-438224		01/06/2025	CLR/MKR LAMP			\$26.16		
	8577-437777		12/23/2024	OIL CHANGE STICKERS			\$8.60		
	8577-437743		12/23/2024	BRAKE PADS			\$45.21		
	8577-438248		01/06/2025	MINI LIGHT BAR			\$291.80		
	8577-437850		12/26/2024	LIGHT BULBS			\$17.16		
	8577-438257		01/06/2025	BELT			\$43.55		
	8577-438277		01/06/2025	OILCHANGESTICKER Credit for Orig 437561			(\$15.19)		

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	8577-438294		01/06/2025	BATTERY			\$418.58		
	8577-438307		01/07/2025	BATTERY			\$321.73		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$688.34		
	205 - Sports Facilities			205.11000 (Cash)			\$291.80		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$150.50		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,260.93		
	420 - WATER			420.11000 (Cash)			\$106.81		
	426 - Transit			426.11000 (Cash)			\$215.57		
146659	01/09/2025	Open			Accounts Payable	NORTHSTAR ENGINEERING GROUP INC	\$3,835.70		
	Invoice		Date	Description			Amount		
	26489		12/31/2024	SR06, 18-67 Water and Sewer Replacement 2024- 12/31/24			\$3,835.70		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$3,835.70		
146660	01/09/2025	Open			Accounts Payable	Operational Technical Services, LLC	\$7,398.00		
	Invoice		Date	Description			Amount		
	4642		12/15/2024	SRWA - Senior Operator MC 12.11.24 - 12.15.24			\$7,398.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$7,398.00		
146661	01/09/2025	Open			Accounts Payable	OREILLY AUTO PARTS	\$359.39		
	Invoice		Date	Description			Amount		
	2800-497372		12/18/2024	STD DS852 Standard Ignition Door Jamb Switch			\$11.21		
	2800-100967		01/02/2025	NEW COMPRESS			\$242.31		
	2800-499208		12/26/2024	11-3189-01A TAIL LAMP			\$49.84		
	2800-499288		12/26/2024	BELTS			\$56.03		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$359.39		
146662	01/09/2025	Open			Accounts Payable	P G & E	\$221.02		
	Invoice		Date	Description			Amount		
	COLUMBIA12/31/24		12/31/2024	6180280303-3 / 600 Columbia St			\$8.92		
	HIGH 12/31/24		12/31/2024	0221941093-9 / 595 High St			\$8.92		
	R.BOESCH12/31/24		12/31/2024	4388605407-1 / 275 N Orange			\$27.78		
	REC 12/22/24		12/22/2024	2749172768-4 / 144 S Broadway			\$166.28		
	ARMORY 12/31/24		12/31/2024	7255483135-3 / 1040 Flower St			\$9.12		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$221.02		
146663	01/09/2025	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$825.00		
	Invoice		Date	Description			Amount		
	250627		12/27/2024	TRA19-106400 TOW BILL			\$825.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$825.00		
146664	01/09/2025	Open			Accounts Payable	RDO-VERMEER, LLC	\$316.70		
	Invoice		Date	Description			Amount		
	P4406674		12/31/2024	163841582 TANK RESERVOIR			\$316.70		
	Paying Fund			Cash Account			Amount		

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	217 - Streets - Gas Tax			217.11000 (Cash)			\$316.70		
146665	01/09/2025	Open			Accounts Payable	REED INC, GEORGE	\$802,908.89		
	Invoice		Date	Description		Amount			
	PP4/CP 23-033		10/21/2024	23-033 City of Turlock Roads Program	10/20/24	\$802,703.55			
	100353317		12/11/2024	ASPHALT		\$102.67			
	100353171		12/10/2024	ASPHALT		\$102.67			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$802,703.55			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$205.34			
146666	01/09/2025	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$1,000.00		
	Invoice		Date	Description		Amount			
	23464		11/27/2024	FIRE - DEC 2024 CONTRACT		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			
146667	01/09/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$816.26		
	Invoice		Date	Description		Amount			
	3039973931		12/20/2024	GB5Z78021A36AA:FRD EXTENSION		\$350.49			
	3040002522		12/26/2024	FB5Z3600DB:FRD WHEEL ASY - STEERING		\$465.77			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$816.26			
146668	01/09/2025	Open			Accounts Payable	SEEGERS PRINTING INC	\$278.08		
	Invoice		Date	Description		Amount			
	0144911-IN		01/06/2025	Parade Posters for Route 4 Bus Stop		\$278.08			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$278.08			
146669	01/09/2025	Open			Accounts Payable	SHERWIN WILLIAMS	\$4,779.49		
	Invoice		Date	Description		Amount			
	1162-8		12/19/2024	LINELAZER 3400 1GUN		\$4,779.49			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$4,779.49			
146670	01/09/2025	Open			Accounts Payable	STANISLAUS CO SHERIFF'S	\$26,595.06		
	Invoice		Date	Description		Amount			
	7601		09/24/2024	LPR MONTHLY FEES JULY 2024- SEPTEMBER 2024		\$26,595.06			
	Paying Fund			Cash Account		Amount			
	117 - Cannabis			117.11000 (Cash)		\$26,595.06			
146671	01/09/2025	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$9,561.94		
	Invoice		Date	Description		Amount			
	1298		12/11/2024	StanCo - Candidate Statements		\$9,561.94			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$9,561.94			
146672	01/09/2025	Open			Accounts Payable	STEELE INDUSTRIES	\$10,640.24		
	Invoice		Date	Description		Amount			
	14754		11/01/2024	SINGLE NIGHT VISION GOGGLE AND MOUNT		\$10,640.24			
	Paying Fund			Cash Account		Amount			

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146673	110 - General Fund			110.11000 (Cash)			\$3,536.01		
	266 - Police Services Grants			266.11000 (Cash)			\$7,104.23		
	01/09/2025	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$11,187.96		
	Invoice		Date	Description		Amount			
	SI112174		11/20/2024	POL24-1389 EQUIPMENT INSTALL		\$10,214.00			
	SI113241		12/19/2024	01-026B568-10D Whelen, LED Mod - Amber		\$973.96			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$973.96			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$10,214.00			
	01/09/2025	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$347,219.23		
146674	Invoice			Date	Description	Amount			
	9865T		11/30/2024	Management and Operation of Turlock Transit Services Nov 2024		\$347,219.23			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$347,219.23			
	01/09/2025	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description		Amount			
	22681		12/31/2024	Consulting Services for December 2024		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,500.00			
	420 - WATER			420.11000 (Cash)		\$2,500.00			
146676	01/09/2025	Open			Accounts Payable	TURF STAR	\$127.53		
	Invoice		Date	Description		Amount			
	INV062372		12/19/2024	134-0860: ARTICULATION		\$104.56			
	INV063778		01/06/2025	134-0758: HINGE		\$22.97			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$127.53			
	01/09/2025	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$1,105.00		
	Invoice		Date	Description		Amount			
	2235452		11/04/2024	A041454-A041467		\$1,105.00			
	Paying Fund			Cash Account		Amount			
146678	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$1,105.00			
	01/09/2025	Open			Accounts Payable	TYLER TECHNOLOGIES INC.	\$131,228.55		
	Invoice		Date	Description		Amount			
	045-496032		01/15/2025	Annual Software Support & Licensing 2/1/25-1/31/26		\$131,228.55			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$93,198.98			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$257.00			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$13,691.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$12,040.79			
	420 - WATER			420.11000 (Cash)		\$12,040.78			
146679	01/09/2025	Open			Accounts Payable	US BANK	\$3,400.00		
	Invoice		Date	Description		Amount			
	7553530		11/25/2024	Administrative Fees 2016 SA Bonds 11/1/24-10/31/25		\$3,400.00			
	Paying Fund			Cash Account		Amount			
	621 - Successor Agency - Non LMI			621.11000 (Cash)		\$3,400.00			

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146680	01/09/2025	Open			Accounts Payable	USAM1 LLC dba BMW MOTORCYCLES OF MODESTO	\$1,136.55		
	Invoice		Date	Description		Amount			
	59114		12/17/2024	UNIT 1339 PARTS AND LABOR FOR EPA TIRE AND MOUNT REAR TIRE		\$439.96			
	59172		01/02/2025	POL19-1338 REPAIRS ON MOTORCYCLE		\$696.59			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,136.55			
146681	01/09/2025	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,440.35		
	Invoice		Date	Description		Amount			
	0128444250101		01/01/2025	Acct #128444 - Public Safety internet service		\$1,078.09			
	0131803250101		01/01/2025	Acct #131803 - Transit Center telephone		\$362.26			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,078.09			
	426 - Transit			426.11000 (Cash)		\$362.26			
146682	01/09/2025	Open			Accounts Payable	VERIZON WIRELESS	\$608.24		
	Invoice		Date	Description		Amount			
	6100307824		11/04/2024	972530635-00024 BUILDING & PLANNING (11/4- 12/3)		\$291.83			
	6100307825		12/03/2024	CM/CA/EDC/CC - Monthly Cell Phone & Devices Bill		\$316.41			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$608.24			
146683	01/09/2025	Open			Accounts Payable	Vestra Resources, Inc.	\$17,208.00		
	Invoice		Date	Description		Amount			
	82212-20		11/12/2024	GIS Professional Services		\$6,602.50			
	82212-21		12/17/2024	GIS Professional Services		\$10,605.50			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$17,208.00			
146684	01/09/2025	Open			Accounts Payable	Western Extrication Specialists, Inc.	\$53,007.09		
	Invoice		Date	Description		Amount			
	2888		12/14/2024	EXTRICATION TOOLS QUOTE#3212		\$53,007.09			
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$53,007.09			
146685	01/09/2025	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$3,114.28		
	Invoice		Date	Description		Amount			
	1125867		12/06/2024	Christmas Parade Liability Ins. Policy NPP6054232		\$3,114.28			
	Paying Fund			Cash Account		Amount			
	512 - Casualty Insurance			512.11000 (Cash)		\$3,114.28			
146686	01/09/2025	Open			Accounts Payable	WMB ARCHITECTS INC	\$1,558.00		
	Invoice		Date	Description		Amount			
	26069		12/15/2024	SR01, 24-010 Fire Station 31 SCBA Compressor Room-12/15/24		\$1,558.00			
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$1,558.00			
146687	01/09/2025	Open			Accounts Payable	Bertram, Brandon	\$84.00		
	Invoice		Date	Description		Amount			
	TR 5075 Per Diem		01/02/2025	Prisoner Extradition, Tucson AZ		\$84.00			

Payment Register

From Payment Date: 1/3/2025 - To Payment Date: 1/9/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$84.00		
146688	01/09/2025	Open			Accounts Payable	Fiez, Nichole	\$817.83		
	Invoice		Date	Description			Amount		
	TR5059 PER DIEM		12/11/2024	CA League of Cities, Napa CA, 12/11/24-12/13/24			\$817.83		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$817.83		
146689	01/09/2025	Open			Accounts Payable	MEDINA, OMAR	\$280.00		
	Invoice		Date	Description			Amount		
	TR 5073 PER DIEM		12/18/2024	COMP. CRIMES/INVEST. OF INTERNET CRIME, 1/26/25-1/31/25, ANAHEIM			\$280.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$280.00		
146690	01/09/2025	Open			Accounts Payable	NACHHATAR , SINGH	\$180.00		
	Invoice		Date	Description			Amount		
	GP 22-010G		12/30/2024	GP 19-010G FOR 2120 W MAIN ST			\$180.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$180.00		
146691	01/09/2025	Open			Accounts Payable	Sanchez, Ricardo	\$146.00		
	Invoice		Date	Description			Amount		
	ORD-2767533		12/12/2024	ASE Test			\$146.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$73.00		
	420 - WATER				420.11000 (Cash)		\$73.00		
146692	01/09/2025	Open			Accounts Payable	Ulrich, Matthew	\$84.00		
	Invoice		Date	Description			Amount		
	TR 5075 Per Diem		01/02/2025	Miscellaneous			\$84.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$84.00		

Type Check Totals:

AP - Accounts Payable Totals

88 Transactions

\$2,370,255.86

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$2,370,255.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	88	\$2,370,255.86	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$2,370,255.86	\$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: 1/3/2025 - To Payment Date: 1/9/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	88	\$2,370,255.86	\$0.00	
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	88	\$2,370,255.86	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	88	\$2,370,255.86	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	88	\$2,370,255.86	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	88	\$2,370,255.86	\$0.00

Payment Register

From Payment Date: 1/10/2025 - To Payment Date: 1/16/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
146693	01/10/2025	Open			Accounts Payable	DEPARTMENT OF INDUSTRIAL RELATIONS, Cal/OSHA Penalties	\$5,375.00		
	Invoice		Date	Description		Amount			
	1776163		01/03/2025	CalOSHA Penalty Inspection #1776163		\$5,375.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,375.00			
146694	01/10/2025	Open			Accounts Payable	THEIS REALTY GROUP INC DBA THEIS REALTY GROUP	\$3,975.00		
	Invoice		Date	Description		Amount			
	97		10/27/2024	140 S. First St.- Real Estate Transaction		\$3,975.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,975.00			
146695	01/16/2025	Open			Accounts Payable	ABS DIRECT INC	\$15,608.70		
	Invoice		Date	Description		Amount			
	138101		01/08/2025	UT STATEMENT - 12/10/24		\$15,608.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,202.91			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,202.90			
	420 - WATER			420.11000 (Cash)		\$5,202.89			
146696	01/16/2025	Open			Accounts Payable	AIRGAS NCN	\$3,251.63		
	Invoice		Date	Description		Amount			
	5511401011		09/30/2024	RENT CYL IND LARGE - WQC SUPPLIES		\$1,475.96			
	5513514745		12/31/2024	RENT CYL IND LARGE - WQC SUPPLIES		\$1,523.54			
	5513514641		12/31/2024	RENT CYL IND LARGE HELIUM		\$67.47			
	9146892561		02/13/2024	HELMET WELDING VIKING 1740 - WQC SUPPLIES		\$184.66			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$999.84			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,251.96			
	420 - WATER			420.11000 (Cash)		\$999.83			
146697	01/16/2025	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,133.66		
	Invoice		Date	Description		Amount			
	INV4754		01/03/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$605.85			
	INV4867		01/13/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$143.91			
	INV4833		01/09/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$98.76			
	INV4883		01/14/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$285.14			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,133.66			
146698	01/16/2025	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$566.73		
	Invoice		Date	Description		Amount			
	LPM-24-002314		12/09/2024	November 2024		\$566.73			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$566.73			
146699	01/16/2025	Open			Accounts Payable	Animal Damage Management, Inc	\$675.00		
	Invoice		Date	Description		Amount			
	379081		12/17/2024	GOPHER CONTROL - DECEMBER 2024		\$675.00			

Payment Register

From Payment Date: 1/10/2025 - To Payment Date: 1/16/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$675.00		
146700	01/16/2025	Open			Accounts Payable	AQUATIC INFORMATICS INC	\$9,000.00		
	Invoice		Date	Description			Amount		
	111220		12/10/2024	SRWA - REGULATORY COMPLIANCE SOFTWARE			\$9,000.00		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$9,000.00		
146701	01/16/2025	Open			Accounts Payable	AT&T Corp	\$584.84		
	Invoice		Date	Description			Amount		
	3153186909		12/11/2024	SRWA - JPA, Surface Water, Operations- Internet Access Dec 2024			\$584.84		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$584.84		
146702	01/16/2025	Open			Accounts Payable	AT&T MOBILITY	\$945.34		
	Invoice		Date	Description			Amount		
	4412X12272024		12/19/2024	FIRE AIR CARDS - DEC 2024			\$562.99		
	8789X12272024		12/19/2024	WIRELESS CHARGES FOR FIRE IPADS - DEC 2024			\$292.37		
	x01042025		12/26/2024	UT - MIFI AND IPADS			\$89.98		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$855.36		
	420 - WATER				420.11000 (Cash)		\$89.98		
146703	01/16/2025	Open			Accounts Payable	AT&T/SBC	\$97.68		
	Invoice		Date	Description			Amount		
	PD 1/7/25		01/07/2025	Acct# 234 371-3447 543 0/ Police Dept			\$31.57		
	RELAY 1/1/25		01/01/2025	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			\$4.30		
	FIRE 1/1/25		01/01/2025	Acct# 233 841-5391 333 1/ Fire Dept			\$61.81		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$97.68		
146704	01/16/2025	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$64,317.26		
	Invoice		Date	Description			Amount		
	735736		10/31/2024	Legal Services October 2024			\$42,452.56		
	733727		11/30/2024	Legal Services November 2024			\$21,864.70		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$64,317.26		
146705	01/16/2025	Open			Accounts Payable	Atlas Copco North America Inc.	\$5,139.27		
	Invoice		Date	Description			Amount		
	1124121757		12/28/2024	SRWA - Quincy Compressor 12000 hour service kit			\$2,744.40		
	1124120514		12/20/2024	SRWA - Quincy Compressor Electronic Controller			\$2,394.87		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$5,139.27		
146706	01/16/2025	Open			Accounts Payable	B & V Commercial Cleaning, Inc	\$2,848.62		
	Invoice		Date	Description			Amount		
	3314		01/03/2025	SRWA - Janitorial Cleaning Service Window Cleaning December 2024			\$461.00		
	3307		01/01/2025	SRWA - Janitorial Cleaning Service December 2024			\$2,387.62		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 1/10/2025 - To Payment Date: 1/16/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	950 - SRWA - JPA			950.11000 (Cash)			\$2,848.62		
146707	01/16/2025	Open			Accounts Payable	B&H FOTO & ELECTRONICS CORP	\$1,661.11		
	Invoice		Date	Description		Amount			
	227918336		10/06/2024	Surface Pro - WQC		\$143.97			
	227965478		10/07/2024	Surface Pro - WQC		\$1,517.14			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$830.54			
	420 - WATER			420.11000 (Cash)		\$830.57			
146708	01/16/2025	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC	\$112.10		
	Invoice		Date	Description		Amount			
	76422		12/16/2024	BACKFLOW TEST KIT		\$112.10			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$112.10			
146709	01/16/2025	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$60.00		
	Invoice		Date	Description		Amount			
	80182119		12/28/2024	ORION CELLULAR DECEMBER 2024		\$60.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$60.00			
146710	01/16/2025	Open			Accounts Payable	BARNES WELDING SUPPLY	\$52.69		
	Invoice		Date	Description		Amount			
	0091681237		12/31/2024	WQC SUPPLIES		\$52.69			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$52.69			
146711	01/16/2025	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	\$280.00		
	Invoice		Date	Description		Amount			
	010573		12/30/2024	ST#34 - BOTTOM PANEL DAMAGE		\$280.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$280.00			
146712	01/16/2025	Open			Accounts Payable	BETTENCOURT, Raquel	\$3,000.00		
	Invoice		Date	Description		Amount			
	33-002		10/01/2024	Reimbursement inspections invoices 7/23/24 & 10/1/24		\$3,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,000.00			
146713	01/16/2025	Open			Accounts Payable	BICSEC SECURITY INC	\$266.25		
	Invoice		Date	Description		Amount			
	223069		01/01/2025	SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING FEB 2025		\$266.25			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$266.25			
146714	01/16/2025	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$1,990.00		
	Invoice		Date	Description		Amount			
	81043		11/30/2024	SR10, 23-042 Montana Park Phase 2 Improvements- 11/30/24		\$1,990.00			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 1/10/2025 - To Payment Date: 1/16/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
							\$1,990.00		
146715	01/16/2025	Open			Accounts Payable	BLX GROUP LLC	\$4,250.00		
	Invoice		Date	Description			Amount		
	4161214427092424		09/24/2024	Final Arbitrage Rebate Report Services for 2015			\$4,250.00		
	Paying Fund			Cash Account			Amount		
	705 - NW Triangle Mello Roos (CFD #1)			705.11000 (Cash)			\$4,250.00		
146716	01/16/2025	Open			Accounts Payable	BOBO CONSTRUCTION INC	\$362,472.51		
	Invoice		Date	Description			Amount		
	PP9/CP 19-51B		11/30/2024	19-51B Columbia Pool Improvements Construction- 11/30/24			\$362,472.51		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$362,472.51		
146717	01/16/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$191.51		
	Invoice		Date	Description			Amount		
	277539		01/07/2025	HOSES			\$191.51		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$191.51		
146718	01/16/2025	Open			Accounts Payable	BSK & ASSOCIATES	\$7,541.00		
	Invoice		Date	Description			Amount		
	0108050		11/30/2024	19-51B Columbia Pool Improvements Construction- 11/30/24			\$7,541.00		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$7,541.00		
146719	01/16/2025	Open			Accounts Payable	California Transit Association	\$2,000.00		
	Invoice		Date	Description			Amount		
	16978		01/13/2025	2025 Membership Dues			\$2,000.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$2,000.00		
146720	01/16/2025	Open			Accounts Payable	CAROLLO ENGINEERS	\$61,758.25		
	Invoice		Date	Description			Amount		
	FB59789		11/30/2024	18-69 Surface Water Distribution System Improv Phase 1-11/30/24			\$21,100.50		
	FB59794		12/10/2024	Plume Study - 123 TCP Groundwater			\$4,510.50		
	fb54558		08/09/2024	Plume Study - 123 TCP Groundwater			\$7,980.50		
	FB59953		11/30/2024	PROF. SVC FOR THROUGH11/30/24			\$28,166.75		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$49,267.25		
	422 - Well Remediation			422.11000 (Cash)			\$12,491.00		
146721	01/16/2025	Open			Accounts Payable	CCME, Inc.	\$3,575.13		
	Invoice		Date	Description			Amount		
	8		11/30/2024	23-031 CM for Roads Task Order No.1A Bid Package 1-11/30/24			\$3,575.13		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$3,575.13		

Payment Register

From Payment Date: 1/10/2025 - To Payment Date: 1/16/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146722	01/16/2025	Open			Accounts Payable	CDW LLC	\$5,699.63		
	Invoice		Date	Description		Amount			
	AB8WD5A		12/10/2024	Surface Pro - WQC Electrical		\$1,987.22			
	AB8WF1C		12/10/2024	Surface - WQC 2		\$1,987.22			
	AB4W63L		11/07/2024	ID Printer HR		\$1,725.19			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,725.19			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,974.44			
146723	01/16/2025	Open			Accounts Payable	CENTIMARK CORPORATION	\$19,827.00		
	Invoice		Date	Description		Amount			
	8400272835		12/20/2024	Roof Repairs at Turlock Senior Center		\$19,827.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$19,827.00			
146724	01/16/2025	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$544.80		
	Invoice		Date	Description		Amount			
	261174		12/23/2024	UT - AGGREGATE, ASPHALTIC CONCRETE & RELATED MATERIALS		\$544.80			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$544.80			
146725	01/16/2025	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$2,437.53		
	Invoice		Date	Description		Amount			
	170078401010125		01/01/2025	170078401 / D. LEWIS 2014 Independence Dr. Admin Internet		\$84.98			
	170074001010125		01/01/2025	170074001 / WQC 901 S Walnut Rd		\$99.98			
	170078701010125		01/01/2025	170078701 / L. MACHADO 4304 Arcadian Dr IT Internet		\$89.99			
	170073601010125		01/01/2025	170073601 / PSF TV & INTERNET 244 N Broadway		\$619.72			
	170075101010725		01/07/2025	170075101 / CITY HALL (TV Service) 156 S Broadway #112		\$298.86			
	170075001010125		01/01/2025	170075001 / CITY HALL 156 S Broadway #116 City Wide Internet		\$1,244.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$763.57			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$88.18			
	420 - WATER			420.11000 (Cash)		\$88.18			
	501 - Information Technology			501.11000 (Cash)		\$1,497.60			
146726	01/16/2025	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$520.16		
	Invoice		Date	Description		Amount			
	4009903101		01/13/2025	DECEMBER 2024 PREMIUMS		\$520.16			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$520.16			
146727	01/16/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$246.82		
	Invoice		Date	Description		Amount			
	5245623206		12/20/2024	SRWA Medical Supplies 12.20.2024		\$62.45			
	5245882804		12/23/2024	FISRT AID KIT CABINET RESTOCK		\$184.37			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$46.09			
	420 - WATER			420.11000 (Cash)		\$138.28			

City of Turlock

Payment Register

From Payment Date: 1/10/2025 - To Payment Date: 1/16/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146728	450 - SRWA - Operations			450.11000 (Cash)			\$62.45		
	01/16/2025	Open			Accounts Payable	CITY OF MODESTO	\$19,422.75		
	Invoice		Date	Description		Amount			
	152357		11/12/2024	RECYCLED WATER STUDIES - FAR FIELD DILUTION & CEC STUDY		\$19,422.75			
	Paying Fund			Cash Account			Amount		
146729	416 - Recycled Water Sales			416.11000 (Cash)			\$19,422.75		
	01/16/2025	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$364.44		
	Invoice		Date	Description		Amount			
	01-08-25 REPLIN		01/08/2025	FIN AR-REPLINISH PETTY CASH-01-08-25		\$364.44			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$190.38		
	255 - CDBG			255.11000 (Cash)			\$41.00		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$37.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$35.00		
	420 - WATER			420.11000 (Cash)			\$35.00		
	426 - Transit			426.11000 (Cash)			\$26.06		
	01/16/2025	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$2,370.00		
146730	Invoice			Date	Description	Amount			
	36848187		01/01/2025	SRWA Pest/Weed Control Services Monthly Weed Dec 2024		\$2,370.00			
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$2,370.00		
	01/16/2025	Open			Accounts Payable	Cloudburst Consulting Group, Inc.	\$232.50		
146731	Invoice		Date	Description		Amount			
	Inv-0000016276		12/30/2024	Per SF-1035		\$232.50			
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$232.50		
146732	01/16/2025	Open			Accounts Payable	CONDOR EARTH TECH INC	\$2,482.00		
	Invoice		Date	Description		Amount			
	91572		11/30/2024	Environmental SUPPORT		\$2,482.00			
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,482.00		
146733	01/16/2025	Open			Accounts Payable	Confluence Engineering Group LLC	\$2,456.00		
	Invoice		Date	Description		Amount			
	29-1224TKWQ2		12/31/2024	PROF. SVC FOR 12/1 - 12/31/24		\$2,456.00			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$2,456.00		
146734	01/16/2025	Open			Accounts Payable	CORROSION PROTECTION SOLUTIONS, INC	\$30,920.00		
	Invoice		Date	Description		Amount			
	TURLOCK-2024-2		12/19/2024	CATHODIC PROTECTION SYSTEM TESTING AND REPORT SERVICES FOR NORTH		\$10,280.00			
	TURLOCK-2024-01		12/19/2024	CATHODIC PROTECTION SYSTEM TESTING AND REPORT SERVICES FOR NORTH		\$20,640.00			
	Paying Fund			Cash Account			Amount		

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146735	416 - Recycled Water Sales			416.11000 (Cash)			\$30,920.00		
	01/16/2025	Open			Accounts Payable	CRAIG SAFETY GROUP	\$3,625.00		
	Invoice		Date	Description		Amount			
	22188		10/28/2024	SRWA - Safety Management Services 10.07.24 - 10.08.24		\$1,625.00			
	22190		10/28/2024	RESPIRATOR FIT TESTING FOR UTILITIES		\$2,000.00			
146736	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,000.00		
	950 - SRWA - JPA			950.11000 (Cash)			\$1,625.00		
	01/16/2025	Open			Accounts Payable	CULLIGAN INC	\$96.00		
	Invoice		Date	Description		Amount			
146737	11/30/24		11/30/2024	ACCT #180900 De-ionized water for WQC Lab		\$96.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)			\$96.00		
	01/16/2025	Open			Accounts Payable	DENAIR LUMBER INC	\$374.29		
	Invoice		Date	Description		Amount			
146738	2117772		01/09/2025	2X10X12 DOUGLAS FIR BOARD		\$374.29			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			\$374.29		
	01/16/2025	Open			Accounts Payable	DF ENGINEERING INC	\$5,040.00		
	Invoice		Date	Description		Amount			
146739	24258		12/10/2024	22-001 Pre/Post Construction Corner Records Package 1-12/9/24		\$5,040.00			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)			\$5,040.00		
	01/16/2025	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$464.80		
	Invoice		Date	Description		Amount			
146740	10/1/24-12/31/24		12/31/2024	4TH QTR 2024 DISABILITY ACCESS FEE		\$464.80			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)			\$464.80		
	01/16/2025	Open			Accounts Payable	DON PEDRO PUMP INC	\$14,424.61		
	Invoice		Date	Description		Amount			
146741	30628		11/30/2024	PUMP REPAIRS		\$14,424.61			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$14,424.61		
	01/16/2025	Open			Accounts Payable	DOWNTOWN FORD SALES INC	\$242,402.41		
	Invoice		Date	Description		Amount			
	11080		01/09/2025	POL24-1399 2025 FORD EXPLORER ACTIVE 4X4		\$44,984.93			
	11082		01/09/2025	POL24-1400 2025 FORD EXPLORER ACTIVE 4X4		\$44,984.93			
	11078		01/09/2025	POL24-1401 2025 FORD EXPLORER 4X4		\$44,152.86			
	11081		01/09/2025	POL24-1402 2025 FORD EXPLORER ACTIVE 4X4		\$44,984.93			
	11083		01/09/2025	POL24-1403 2025 FORD POLICE INTERCEPTOR AWD		\$63,294.76			
	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$242,402.41		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146742	01/16/2025	Open			Accounts Payable	EAST SAN JOAQUIN WATER QUALITY COALITION	\$258.80		
	Invoice		Date	Description		Amount			
	2025 DUES		11/13/2024	2025 MEMBERSHIP AND SUPPLEMENTAL FEES FOR NITRATE CONTROLPROGRAM		\$258.80			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$258.80			
146743	01/16/2025	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$944.16		
	Invoice		Date	Description		Amount			
	S6315394.001		12/13/2024	CONTROLL TRANSFORMERS FOR MCC BUCKETS FILTER PUMP STATION WQC		\$219.42			
	S6311084.001		11/25/2024	SAT BYPASS - ELECTRICAL SUPPLIES		\$407.89			
	S6328509.001		12/18/2024	WQC MATERIALS FOR RESTOCK		\$316.85			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$944.16			
146744	01/16/2025	Open			Accounts Payable	ENDRESS & HAUSER INC	\$6,821.95		
	Invoice		Date	Description		Amount			
	6002625288		10/24/2024	CONVERSION KITS FOR MAG METERS		\$6,821.95			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6,821.95			
146745	01/16/2025	Open			Accounts Payable	ENTERPRISE FM TRUST	\$4,804.22		
	Invoice		Date	Description		Amount			
	FBN5231312		01/01/2025	SRWA Enterprise Leased Vehicles - January 2025		\$4,804.22			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$4,804.22			
146746	01/16/2025	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	\$11,800.00		
	Invoice		Date	Description		Amount			
	94864051		12/13/2024	ArcGIS Staging License		\$11,800.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$11,800.00			
146747	01/16/2025	Open			Accounts Payable	FASTENAL COMPANY INC	\$543.80		
	Invoice		Date	Description		Amount			
	CATUR195436		12/12/2024	ANTIQUE LIGHT POLE IN CENTRAL PARK		\$543.80			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$543.80			
146748	01/16/2025	Open			Accounts Payable	FEDERAL EXPRESS	\$170.33		
	Invoice		Date	Description		Amount			
	8-736-89032		01/10/2025	SHIPPING CHARGES FOR 1/10/25		\$170.33			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$86.49			
	420 - WATER			420.11000 (Cash)		\$83.84			
146749	01/16/2025	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$36,748.50		
	Invoice		Date	Description		Amount			
	5789		12/31/2024	City Hall - December 2024		\$4,777.50			
	5787		12/31/2024	SRWA - Unarmed Security Services December 2024		\$10,656.00			
	5831		12/12/2024	Special Meetings - December 2024		\$147.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	5788		01/06/2025		Unarmed Security Services for Transit Center 12/1/24-12/31/24		\$21,168.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,924.50		
	426 - Transit				426.11000 (Cash)		\$21,168.00		
	950 - SRWA - JPA				950.11000 (Cash)		\$10,656.00		
146750	01/16/2025	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$250.41		
	Invoice		Date		Description		Amount		
	7827970		12/27/2024		LAB SUPPLIES		\$159.99		
	7827972		12/27/2024		F TRANSFER PIPETTE 5ML - LAB SUPPLIES		\$68.49		
	7827971		12/27/2024		L-GLUTAMIC ACID 100GR - LAB SUPPLIES		\$21.93		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$250.41		
146751	01/16/2025	Open			Accounts Payable	FRANCHISE TAX BOARD	\$207.26		
	Invoice		Date		Description		Amount		
	010425ZAPIEN		01/13/2025		01042025 PAYROLL WITHHOLDING		\$207.26		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$207.26		
146752	01/16/2025	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,941.73		
	Invoice		Date		Description		Amount		
	010425WILSON		01/13/2025		01042025 PAYROLL WITHHOLDING		\$1,941.73		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$1,941.73		
146753	01/16/2025	Open			Accounts Payable	FRESNO TRUCK CENTER DBA KEYES TRUCK CENTER	\$474.67		
	Invoice		Date		Description		Amount		
	F014108351		01/08/2025		014F/A06-95605-001 HEADLAMP-M2HWYRH		\$305.28		
	F014108368:01		01/10/2025		014F/A66-34263-000 014F/A66-33601-000 HARN-LT TRNOLCHAS FI06160		\$169.39		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$474.67		
146754	01/16/2025	Open			Accounts Payable	GARTON TRACTOR INC	\$1,375.56		
	Invoice		Date		Description		Amount		
	P5495801		01/09/2025		BLADES		\$1,375.56		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,375.56		
146755	01/16/2025	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$16,347.57		
	Invoice		Date		Description		Amount		
	K4L0401		12/04/2024		BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N		\$66.00		
	K4K0616		11/06/2024		DBP QUARTERLY SITES		\$2,913.82		
	K4K2621		11/26/2024		DBP QUARTERLY SITES		\$1,596.00		
	K4L0403		12/04/2024		MONTHLY WASTEWATER ANALYSIS THMs		\$176.00		
	K4K1917		11/19/2024		FOG		\$287.70		
	K4L1705		12/17/2024		BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N		\$66.00		
	K4L1101		12/11/2024		QUARTERLY WASTEWATER ANALYSIS SULFITE		\$54.60		
	K4L1203		12/12/2024		QUARTERLY WASTEWATER ANALYSIS SULFITE		\$54.60		

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K4L1102			12/11/2024			DOWNTOWN PCE REMEDIATION PROJECT	\$1,494.00		
K4L1003			12/10/2024			QUARTERLY WASTEWATER ANALYSIS SULFITE	\$54.60		
K4L1816			12/18/2024			DRINKING WATER WELL ANALYSIS CHROMIUM VI	\$110.25		
K4L1019			12/10/2024			PROCESS CONTROL 123-TCP	\$160.00		
K4K1212			11/12/2024			DRINKING WATER WELL ANALYSIS	\$2,610.55		
K4L1042			12/10/2024			FOG	\$1,150.80		
K4L1817			12/18/2024			DRINKING WATER WELL ANALYSIS 524 (PCE)	\$307.50		
K4L1018			12/10/2024			DRINKING WATER WELL ANALYSIS- 123 TCP & NITRATE	\$356.35		
K4L0305			12/03/2024			DRINKING WATER WELL ANALYSIS- 123 TCP	\$496.00		
k4l1803			12/18/2024			CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION	\$64.00		
K4L0413			12/04/2024			CORROSION CONTROL WQP MON SITES	\$634.50		
K4L0414			12/04/2024			CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION	\$64.00		
K4L1802			12/18/2024			CORROSION CONTROL WQP MON-WELL 38 (FINAL EFFLUENT)	\$43.00		
K4L0405			12/04/2024			WELL 38 MONTHLY ANALYSIS	\$359.10		
K4L2601			12/26/2024			PLANT COMPLIANCE BOD & TSS	\$442.20		
K4L0602			12/06/2024			QUARTERLY OUTFALL SAMPLING - HARDNESS	\$103.40		
K4L1002			12/10/2024			WEEKLY WASTEWATER SAMPLING AMMONIA	\$40.70		
K4L0306			12/03/2024			WEEKLY WASTEWATER SAMPLING AMMONIA	\$40.70		
K4L1202			12/12/2024			WEEKLY WASTEWATER SAMPLING AMMONIA	\$40.70		
K4L1706			12/17/2024			WEEKLY WASTEWATER SAMPLING AMMONIA	\$40.70		
K4L2302			12/23/2024			WEEKLY WASTEWATER SAMPLING AMMONIA	\$40.70		
K4L0205			12/02/2024			SRWA LABORATORY ANALYSIS SERVICES 12.2.24	\$643.60		
K4L1103			12/11/2024			SRWA LABORATORY ANALYSIS SERVICES 12.11.24	\$229.00		
K4L1211			12/12/2024			SRWA LABORATORY ANALYSIS SERVICES 12.12.24	\$180.00		
K4L1605			12/16/2024			SRWA LABORATORY ANALYSIS SERVICES 12.16.24	\$45.00		
K4L1708			12/17/2024			SRWA LABORATORY ANALYSIS SERVICES 12.17.24	\$45.00		
K4L1807			12/18/2024			SRWA LABORATORY ANALYSIS SERVICES 12.18.24	\$229.00		
K4L1914			12/19/2024			SRWA LABORATORY ANALYSIS SERVICES 12.19.24	\$180.00		
K4L1918			12/19/2024			SRWA LABORATORY ANALYSIS SERVICES 12.19.24	\$199.50		
K4L2301			12/23/2024			SRWA LABORATORY ANALYSIS SERVICES 12.23.24	\$229.00		
K4L2603			12/26/2024			SRWA LABORATORY ANALYSIS SERVICES 12.26.24	\$180.00		
K4L3002			12/30/2024			SRWA LABORATORY ANALYSIS SERVICES 12.30.24	\$229.00		
L5A0208			01/02/2025			SRWA LABORATORY ANALYSIS SERVICES 1.02.25	\$90.00		
Paying Fund						Cash Account	Amount		
410 - WATER QUALITY CONTROL (WQC)						410.11000 (Cash)	\$3,967.70		
420 - WATER						420.11000 (Cash)	\$9,900.77		
950 - SRWA - JPA						950.11000 (Cash)	\$2,479.10		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146756	01/16/2025	Open			Accounts Payable	GILLIG LLC	\$2,436.90		
	Invoice		Date	Description			Amount		
	41259504		01/07/2025	51-54624-002	4 EA LAMP ASM, 12V TURN		\$637.34		
	41260021		01/08/2025	04-43094-000	1 EA VALVE ASM,E-8P BRK, W/TREADLE		\$320.28		
	41261085		01/10/2025	82-59990-000N	2 EA KIT, BRAKE PAD EX225		\$649.61		
	41261086		01/10/2025	82-19647-003	2 EA SEAL ASM, INR		\$829.67		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$2,436.90		
146757	01/16/2025	Open			Accounts Payable	GRAINGER INC, W W	\$4,344.16		
	Invoice		Date	Description			Amount		
	9348706541		12/17/2024	SRWA Supplies - Fire Hose Adapters			\$126.64		
	9349102872		12/17/2024	SRWA Supplies - Confined Space Blowers			\$717.99		
	9350404464		12/18/2024	SRWA Supplies - Safety PAPR Hoods			\$1,043.34		
	9350404472		12/18/2024	SRWA Supplies - Safety Cones and Telescoping Bars			\$595.30		
	9351880787		12/19/2024	SRWA Supplies - Socket Set			\$43.87		
	9359119964		01/02/2025	SRWA Supplies - 4" Water Hose			\$1,817.02		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$4,344.16		
146758	01/16/2025	Open			Accounts Payable	GREEN HORIZON INC	\$1,580.00		
	Invoice		Date	Description			Amount		
	45127		01/01/2025	SRWA - Landscape Services-Green Horizon December 2024			\$1,580.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$1,580.00		
146759	01/16/2025	Open			Accounts Payable	HACH COMPANY	\$3,811.21		
	Invoice		Date	Description			Amount		
	14284914		12/06/2024	LABORATORY AND PROCESS INSTRUMENT PARTS AND SERVICES			\$628.07		
	14251866		11/06/2024	LABORATORY AND PROCESS INSTRUMENT PARTS AND SERVICES			\$1,956.21		
	14275315		11/26/2024	LABORATORY AND PROCESS INSTRUMENT PARTS AND SERVICES			\$1,226.93		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,811.21		
146760	01/16/2025	Open			Accounts Payable	HAWORTH INC	\$8,360.64		
	Invoice		Date	Description			Amount		
	3001992048		12/13/2024	Finance - Office Workspace - Furniture			\$8,360.64		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$8,360.64		
146761	01/16/2025	Open			Accounts Payable	HCI SYSTEMS, INC	\$4,035.00		
	Invoice		Date	Description			Amount		
	I0103208		01/02/2025	SRWA Annual Fire Sprinkler Inspection Admin/Ops Building			\$1,511.00		
	I0103209		01/02/2025	SRWA Annual Fire Sprinkler Inspection Chemical Building			\$1,262.00		
	I0103210		01/02/2025	SRWA Annual Fire Sprinkler Inspection Maintenance Bldg			\$1,262.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146762	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$4,035.00		
	01/16/2025	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$2,330.83		
	Invoice			Date	Description		Amount		
	INV00573517			12/19/2024	POLY-LIFT LINE - WQC SUPPLIES		\$767.19		
	INV00570022			12/16/2024	SRWA supplies - Lab Supplies Conductivity Solution		\$37.80		
	INV00574243			12/19/2024	SRWA supplies - Lab Supplies Pipettor Tips		\$52.59		
	INV00583711			01/06/2025	SRWA supplies - Lab Supplies Pipettors		\$571.84		
	INV00586260			01/07/2025	TOP CONNECTION GAUGE		\$412.35		
	INV00586237			01/07/2025	SS PROBE/CABLE		\$489.06		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,256.25		
	420 - WATER			420.11000 (Cash)			\$412.35		
	450 - SRWA - Operations			450.11000 (Cash)			\$662.23		
146763	01/16/2025	Open			Accounts Payable	HILMAR LUMBER INC	\$5,045.57		
	Invoice			Date	Description		Amount		
	699911			12/18/2024	PIPE INSULATION, TAPE ALUMINUM, 1" UNION - WQC SUPPLIES		\$46.26		
	700109			12/19/2024	2" SCH 40 PVC PIPE - WQC SUPPLIES		\$1,999.84		
	702066			01/06/2025	6" BLIND FLANGE / 6" 90 DEG SCH 80EL -WQC SUPPLIES		\$598.59		
	698953			12/11/2024	FITTING FOR WELL CC105 WATER FEED WQC SUPPLIES		\$116.14		
	699296			12/13/2024	WQC SUPPLIES		\$632.15		
	699546			12/16/2024	WQC SUPPLIES		\$413.36		
	698938			12/11/2024	WQC SUPPLIES		\$47.94		
	702189			01/07/2025	6" FLANGE SLIP 80 PVC -WQC SUPPLIES		\$345.19		
	700242			12/20/2024	SUPPLIES FO R WQC		\$814.50		
	701797			01/03/2025	PVC PIPE		\$31.60		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,897.83		
	420 - WATER			420.11000 (Cash)			\$147.74		
146764	01/16/2025	Open			Accounts Payable	HUNT OIL OF CALIFORNIA, INC.	\$6,857.84		
	Invoice			Date	Description		Amount		
	605140			12/10/2024	OIL INVOICE		\$6,857.84		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$179.02		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$324.65		
	246 - Landscape Assessment			246.11000 (Cash)			\$324.64		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$974.01		
	420 - WATER			420.11000 (Cash)			\$324.86		
	426 - Transit			426.11000 (Cash)			\$4,730.66		
	01/16/2025	Open			Accounts Payable	iFlow Inc.	\$57,209.53		
	Invoice			Date	Description		Amount		
	103493			12/05/2024	1" METERS		\$57,209.53		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$57,209.53		

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146766	01/16/2025	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$1,492.42		
	Invoice		Date	Description		Amount			
	36232465		12/11/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$540.13			
	36322562		12/19/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$838.23			
	36391781		12/30/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$95.05			
	36391782		12/30/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$19.01			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,492.42			
146767	01/16/2025	Open			Accounts Payable	KaTom Restaurant Supply, Inc	\$5,472.53		
	Invoice		Date	Description		Amount			
	695590		01/07/2025	ICE-O-MATIC FULL CUBE ICE MACHINE		\$5,472.53			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,472.53			
146768	01/16/2025	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$20.28		
	Invoice		Date	Description		Amount			
	11480463		12/31/2024	Acct #9020101104 - Translation services for Police Department		\$20.28			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$20.28			
146769	01/16/2025	Open			Accounts Payable	Life-Assist, Inc	\$883.80		
	Invoice		Date	Description		Amount			
	1541963		12/31/2024	I-GEL 02 RESUS		\$883.80			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$883.80			
146770	01/16/2025	Open			Accounts Payable	Linde Inc.	\$8,857.25		
	Invoice		Date	Description		Amount			
	47121260		12/26/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 12.26.24		\$8,857.25			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$8,857.25			
146771	01/16/2025	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$70.00		
	Invoice		Date	Description		Amount			
	SIP-E207259		12/20/2024	DECEMBER 2024 SAT DATA SERVICES		\$70.00			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales			416.11000 (Cash)		\$70.00			
146772	01/16/2025	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$98,121.42		
	Invoice		Date	Description		Amount			
	53755		11/24/2024	23-052 Mark Thomas Task Order No.2 Roads Prog- Geer Rd-11/24/24		\$8,551.91			
	53506		10/27/2024	24-031 Design Services for Roads CIP Task Order No.4-10/27/24		\$34,125.31			
	53624		11/24/2024	24-031 Design Services for Roads CIP Task Order No.4-11/24/24		\$55,444.20			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$98,121.42			

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146773	01/16/2025	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$93.85		
	Invoice		Date	Description		Amount			
	44784025		01/07/2025	ASPHALT		\$93.85			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$93.85			
146774	01/16/2025	Open			Accounts Payable	MGT OF AMERICA INC	\$2,520.00		
	Invoice		Date	Description		Amount			
	57324		01/13/2025	Cost Allocation Plan FY23-24		\$2,520.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,520.00			
146775	01/16/2025	Open			Accounts Payable	MRC SMART TECHNOLOGY SOLUTIONS dba MR. COPY INC	\$7,590.51		
	Invoice		Date	Description		Amount			
	IN4465548		10/29/2024	Printer Maintenance and Management System 09/26/24-10/25/24		\$2,264.62			
	IN4517336		11/26/2024	Printer Maintenance and Management System 10/26/24-11/25/24		\$2,464.64			
	IN4571433		12/30/2024	Printer Maintenance and Management System 11/26/24-12/25/24		\$2,861.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,775.49			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$32.72			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$602.50			
	420 - WATER			420.11000 (Cash)		\$114.51			
	501 - Information Technology			501.11000 (Cash)		\$38.47			
	505 - Fleet			505.11000 (Cash)		\$26.82			
146776	01/16/2025	Open			Accounts Payable	MSW CONSULTANTS	\$27,000.00		
	Invoice		Date	Description		Amount			
	923		12/18/2024	Annual Subscription Services for Waste Compliance		\$27,000.00			
	Paying Fund			Cash Account		Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$27,000.00			
146777	01/16/2025	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$2,087.16		
	Invoice		Date	Description		Amount			
	IN2173050		12/19/2024	SCBA FLOW TEST		\$2,087.16			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,087.16			
146778	01/16/2025	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$1,265.00		
	Invoice		Date	Description		Amount			
	202412-3742		12/04/2024	Development of Sewer Capacity Charges		\$1,265.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,265.00			
146779	01/16/2025	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$621.61		
	Invoice		Date	Description		Amount			
	14L0033242397		12/28/2024	5 Gallon Nestle drinking water and plastic cups.		\$38.70			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	14L0033309543		12/10/2024		5 Gallon water & plastic cups @ Corp Yard (11/7 - 12/6/2024)		\$411.95		
	15A0033309543		01/08/2025		5 Gallon water & plastic cups @ Corp Yard (12/7 - 1/6/2025)		\$170.96		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$290.94		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$145.99		
	246 - Landscape Assessment				246.11000 (Cash)		\$145.98		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$19.35		
	420 - WATER				420.11000 (Cash)		\$19.35		
146780	01/16/2025	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$4,526.15		
	Invoice		Date		Description		Amount		
	8577-438329		01/07/2025		BELTS AND FILTERS Credit for Orig,437647,437444,437960,437444		(\$106.82)		
	8577-438335		01/07/2025		12503 MASTER CYLINDER CAP		\$29.75		
	8577-438342		01/07/2025		ALT AND BATTERY		\$690.30		
	8577-438368		01/07/2025		SAE TERMINAL		\$13.61		
	8577-438373		01/07/2025		WATER PUMP,BELTS AND THERMOSTAT		\$171.44		
	8577-438378		01/07/2025		BATTERY		\$189.20		
	8577-438404		01/08/2025		PRESSURE HOSE		\$73.62		
	8577-438420		01/08/2025		ROTORS AND PADS		\$332.13		
	8577-438421		01/08/2025		FILTERS		\$657.07		
	8577-438438		01/08/2025		ALTERNATOR-Credit for Orig 438342		(\$43.45)		
	8577-438447		01/08/2025		BRAKE CLEANER		\$249.49		
	8577-438466		01/08/2025		PLUGS,COILS,SPARK PLUG WIRES		\$1,062.53		
	8577-438472		01/08/2025		BELTS		\$38.43		
	8577-438500		01/09/2025		battery		\$378.41		
	8577-438502		01/09/2025		SINGLE IGNITION WIRE		\$94.46		
	8577-438501		01/09/2025		BRAKE PADS		\$48.87		
	8577-438506		01/09/2025		FILTERS		\$205.30		
	8577-438520		01/09/2025		def fluid		\$108.52		
	8577-438522		01/09/2025		battey-Credit for Orig 438307		(\$58.66)		
	8577-438524		01/09/2025		battery-Credit for Orig 438294		(\$23.90)		
	8577-438525		01/09/2025		battery-Credit for Orig 434367		(\$23.90)		
	8577-438530		01/09/2025		LST 63500 OIL FILTER WREN		\$19.90		
	8577-438546		01/09/2025		BELTS		\$76.86		
	8577-438596		01/10/2025		rotors and pads		\$342.99		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,378.47		
	205 - Sports Facilities				205.11000 (Cash)		\$48.87		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$256.38		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$42.07		
	420 - WATER				420.11000 (Cash)		\$31.19		
	426 - Transit				426.11000 (Cash)		\$769.17		
146781	01/16/2025	Open			Accounts Payable	Northstar Chemical	\$6,631.08		
	Invoice		Date		Description		Amount		
	30020		12/26/2024		FERRIC		\$6,631.08		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$6,631.08		

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146782	01/16/2025	Open			Accounts Payable	NV5 INC.	\$108,236.89		
	Invoice		Date	Description		Amount			
	422327		11/30/2024	23-033 CM for Roads Task Order No. 2-11/30/24		\$33,203.69			
	422319		11/30/2024	23-031 CM for Roads Task Order No.1 Bid Package 2-11/30/24		\$75,033.20			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$108,236.89			
146783	01/16/2025	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$20,489.70		
	Invoice		Date	Description		Amount			
	1241201033		11/23/2024	SR012, 23-042 Montana Park Phase 2 Improv-Task 1&3-11/23/24		\$2,392.50			
	1241200832		11/23/2024	SR11, 19-51 Columbia Pool Improvements-11/23/24		\$1,670.95			
	1241200847		11/23/2024	SR03, 21-043 Northeast Neighborhood Park-11/23/24		\$16,426.25			
	Paying Fund			Cash Account		Amount			
	228 - Park Development Tax			228.11000 (Cash)		\$16,426.25			
	269 - Parks & Public Facilities Grants			269.11000 (Cash)		\$2,392.50			
	301 - Capital Improvements			301.11000 (Cash)		\$1,670.95			
146784	01/16/2025	Open			Accounts Payable	ONESOURCE DISTRIBUTORS, LLC	\$1,550.84		
	Invoice		Date	Description		Amount			
	S007736416.001		12/10/2024	LIGHTS FOR PARKS DEPARTMENT		\$1,550.84			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$387.71			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$387.71			
	246 - Landscape Assessment			246.11000 (Cash)		\$387.71			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$387.71			
146785	01/16/2025	Open			Accounts Payable	Operational Technical Services, LLC	\$9,453.00		
	Invoice		Date	Description		Amount			
	4655		12/18/2024	SRWA - Senior Operator MC 12.16.24 - 12.18.24		\$4,932.00			
	4670		01/01/2025	SRWA - Senior Operator MC 12.30.24 - 1.01.25		\$4,521.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$9,453.00			
146786	01/16/2025	Open			Accounts Payable	OREILLY AUTO PARTS	\$148.46		
	Invoice		Date	Description		Amount			
	2800-102625		01/08/2025	BX48 TRI-PWR BELT		\$50.81			
	2800-103034		01/09/2025	FIRST AID KITS		\$97.65			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$148.46			
146787	01/16/2025	Open			Accounts Payable	P G & E	\$5,727.15		
	Invoice		Date	Description		Amount			
	FIRE#3 1/3/25		01/03/2025	2087893140-9 / 501 E Monte Vista Ave		\$1,075.42			
	CITY HALL1/7/25		01/07/2025	3254375586-5 / 156 S Broadway		\$500.26			
	FIRE#1 1/7/25		01/07/2025	3159594551-5 / 540 Marshall St		\$1,119.08			
	SENIOR 1/7/25		01/07/2025	2890831960-2 / 1191 Cahill St		\$745.89			
	FIRE#2 1/8/25		01/08/2025	6182877164-4 / 791 S Walnut Rd		\$51.26			
	AC 1/9/25		01/09/2025	6266210492-6 / 801 S Walnut Rd		\$170.53			
	WLNT#E 1/8/25		01/08/2025	6141210500-1 / 701 S Walnut Rd E		\$8.38			
	WQC 1/8/25		01/08/2025	6349543820-0 / 901 S Walnut Rd		\$238.69			
	WQC 01/08/25		01/08/2025	6307877156-3 / 901 S Walnut Rd		\$1,817.64			

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146788	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,662.44		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$8.38		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,056.33		
	01/16/2025	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$6,816.67		
	Invoice			Date	Description		Amount		
	059978586-4			12/06/2024	CORP BALL STOP		\$29.76		
	0510028102			12/06/2024	PAINTED SADDLE		\$1,900.94		
	059978586-3			12/05/2024	CORP BALL STOP		\$148.82		
	059835617			12/18/2024	GASKET		\$2,748.03		
146789	059924477-5			01/07/2025	BAND REPAIR CLAMP		\$75.58		
	059772979-4			01/08/2025	MIP X COMP		\$686.62		
	0510090517			12/23/2024	TAPPED FLG CAST IRON AC		\$217.25		
	0510086447			12/23/2024	SHEAR WORM GEAR		\$1,009.67		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,009.67		
	420 - WATER			420.11000 (Cash)			\$5,807.00		
	01/16/2025	Open			Accounts Payable	PAUL'S GLASS CO	\$4,209.00		
	Invoice			Date	Description		Amount		
	37115			12/17/2024	ARMORY BROKEN WINDOW REPLACE		\$2,499.00		
146790	37181			12/23/2024	2024 EXLPORER WINDOW TINT		\$1,710.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,209.00		
	01/16/2025	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$2,452.27		
	Invoice			Date	Description		Amount		
	2955			01/06/2025	Subcontracted Legal Counsel 1-6-25		\$2,452.27		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,452.27		
	01/16/2025	Open			Accounts Payable	PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP	\$7,350.00		
	Invoice			Date	Description		Amount		
146791	6877			09/30/2024	SR02, 24-006 Bus Maint Facility Floor Coating Replace-9/30/24		\$6,860.00		
	6952			11/30/2024	SR02, 24-006 Bus Maint Facility Floor Coating Replace-11/30/24		\$490.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$7,350.00		
	01/16/2025	Open			Accounts Payable	Platt Electric Supply	\$11,120.41		
	Invoice			Date	Description		Amount		
	5T67001			12/19/2024	LED LIGHTS FOR FIRE STATION # 33		\$1,185.11		
	5U30614			12/19/2024	FUSES FOR STOCK		\$129.67		
	5U46753			12/18/2024	STREET LIGHT MATERIAL REPLACEMENT FOR STOLEN WIRE		\$1,518.79		
	5U59758			12/18/2024	MATERIAL FOR STOLEN WIRE		\$1,847.58		
146792	0Y15366			12/16/2024	STREET LIGHT WIRE TO REPLACE STOLEN WIRE AT TEGNER AND HAWKEYE		\$1,348.36		
	5U53843			12/31/2024	SRWA Supplies - Electrical Concrete Vibrator & Kit		\$5,048.89		
	5V74676			01/07/2025	SRWA Supplies - Electrical - Black Electrical Tape		\$42.01		

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146793	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,185.11			
	246 - Landscape Assessment			246.11000 (Cash)		\$4,714.73			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$129.67			
	450 - SRWA - Operations			450.11000 (Cash)		\$5,090.90			
	01/16/2025	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP INC	\$50,888.56		
	Invoice			Date	Description	Amount			
	115462			12/12/2024	2023 water loss audit validation	\$1,249.50			
	115357			12/06/2024	Well 35 Grant Assistance	\$1,499.00			
	115693			11/30/2024	23-068 Design Services for Roads CIP Task Order 2 - 11/30/24	\$43,215.18			
146794	115756			12/20/2024	monitoring well evaluation	\$2,493.88			
	115570			11/30/2024	SR07, 23-046 Well 29 Chlorination-11/30/24	\$2,431.00			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$43,215.18			
	420 - WATER			420.11000 (Cash)		\$6,174.38			
	422 - Well Remediation			422.11000 (Cash)		\$1,499.00			
	01/16/2025	Open			Accounts Payable	PUMP PROS INC	\$981.79		
	Invoice			Date	Description	Amount			
	1491			12/19/2024	galv pipe nipple	\$44.97			
	1511			01/06/2025	male adapter	\$88.64			
146795	1512			01/06/2025	CAM X NPT FEM	\$843.94			
	1513			01/06/2025	MALE ADAPTER HOSE SHANK POLY	\$4.24			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$843.94			
	420 - WATER			420.11000 (Cash)		\$137.85			
	01/16/2025	Open			Accounts Payable	REED INC, GEORGE	\$1,121,899.65		
	Invoice			Date	Description	Amount			
	100354540			01/02/2025	ASPHALT	\$116.11			
	100353634			12/16/2024	ASPHALT	\$105.32			
	100353720			12/17/2024	ASPHALT	\$112.39			
146796	100354800			01/07/2025	ASPHALT	\$104.20			
	100354925			01/08/2025	ASPHALT	\$105.12			
	PP5/CP 23-031			11/20/2024	23-031 Roads Program CIP Plan Package 2- 11/20/24	\$1,121,356.51			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$1,121,356.51			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$543.14			
	01/16/2025	Open			Accounts Payable	Ricoh USA, Inc.	\$197.62		
	Invoice			Date	Description	Amount			
	5070649837			12/18/2024	SRWA - Copy/Printer Machine Maint December 2024	\$197.62			
	Paying Fund			Cash Account		Amount			
146797	950 - SRWA - JPA			950.11000 (Cash)		\$197.62			
	01/16/2025	Open			Accounts Payable	ROBBINS, BROWNING, GODWIN & MARCHINI LLP	\$1,860.00		
	Invoice			Date	Description	Amount			
	72566			12/31/2024	Special Counsel - Conflict Attorney 12/31/24	\$1,860.00			
	Paying Fund			Cash Account		Amount			

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146798	110 - General Fund			110.11000 (Cash)			\$1,860.00		
	01/16/2025	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$4,221.50		
	Invoice		Date	Description			Amount		
	16621.4.4		11/30/2024	NPDES PERMIT COMPLIANCE SERVICES THROUGH NOVEMBER 15 2024			\$684.00		
	16621.2		11/30/2024	NPDES PERMIT COMPLIANCE SERVICES THROUGH NOVEMBER 15, 2024			\$509.00		
	16621.1		11/30/2024	NPDES PERMIT COMPLIANCE SERVICES THROUGH NOVEMBER 15, 2024			\$3,028.50		
	Paying Fund		Cash Account				Amount		
146799	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,221.50		
	01/16/2025	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$2,000.00		
	Invoice		Date	Description			Amount		
	23533		12/27/2024	FIRE - JAN 2025 CONTRACT			\$1,000.00		
	23553		12/27/2024	FIRE - PRE-EMP PSYCH SCREENING			\$500.00		
	23524		12/24/2024	FIRE - PRE-EMP PSYCH SCREENING			\$500.00		
	Paying Fund		Cash Account				Amount		
146800	110 - General Fund			110.11000 (Cash)			\$2,000.00		
	01/16/2025	Open			Accounts Payable	ROOTX	\$1,004.69		
	Invoice		Date	Description			Amount		
	83896		12/13/2024	GREASE X JET			\$1,004.69		
	Paying Fund		Cash Account				Amount		
146801	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,004.69		
	01/16/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,813.28		
	Invoice		Date	Description			Amount		
	3040084299		01/07/2025	5626388:CE COIL,IGNITION			\$1,531.61		
	3040107634		01/07/2025	800629BXW:BX VALVE-BRAKE			\$385.62		
	3040107408		01/08/2025	FL3Z1521990A:FRD LOCK CYLINDER LESS KEYS			\$195.27		
	3040014696		01/08/2025	5258626:CE HOSE,MOLDED			\$88.86		
	3040164241		01/11/2025	BB5Z78022A68AA:FRD GRILLE - COWL TOP			\$276.52		
	3040139311		01/11/2025	FL3Z3600AA:FRD WHEEL ASY - STEERING			\$335.40		
	Paying Fund		Cash Account				Amount		
	110 - General Fund			110.11000 (Cash)			\$611.92		
	205 - Sports Facilities			205.11000 (Cash)			\$195.27		
	426 - Transit			426.11000 (Cash)			\$2,006.09		
146802	01/16/2025	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$863.00		
	Invoice		Date	Description			Amount		
	N167568		01/01/2025	FACILITY ID# N4595			\$577.00		
	N167604		01/01/2025	FACILITY ID# N5977			\$143.00		
	N167605		01/01/2025	FACILITY ID# N5979			\$143.00		
	Paying Fund		Cash Account				Amount		
	420 - WATER			420.11000 (Cash)			\$863.00		
146803	01/16/2025	Open			Accounts Payable	Sandis Civil Engineers Surveyors Planners	\$4,710.00		
	Invoice		Date	Description			Amount		
	2411099		11/30/2024	22-035 Intersection Countryside Dr Business Entrance-11/30/24			\$4,710.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146804	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$4,710.00		
	01/16/2025	Open			Accounts Payable	SEEGERS PRINTING INC	\$1,289.38		
	Invoice			Date	Description		Amount		
	0144876-IN			12/20/2024	Business Cards - E. Phillips & N. Fiez		\$152.08		
	0144945-IN			12/24/2024	organic waste bill		\$1,006.95		
	0144909-IN			12/31/2024	Business Cards - AWerner, MQuiroga		\$130.35		
146805	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$217.26		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			\$1,006.95		
	255 - CDBG			255.11000 (Cash)			\$65.17		
	01/16/2025	Open			Accounts Payable	SHARPENING SHOP	\$660.31		
	Invoice			Date	Description		Amount		
	433920			12/19/2024	SF 400 CLAMSHELL UNIVERSAL FIT & EDGER BLADE (2.4MM)		\$660.31		
146806	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$660.31		
	01/16/2025	Open			Accounts Payable	SHI International Corp.	\$3,506.23		
	Invoice			Date	Description		Amount		
	B19210998			12/31/2024	Veeam Renewal through 3/28/2026		\$3,506.23		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$3,506.23		
146807	01/16/2025	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$31,853.38		
	Invoice			Date	Description		Amount		
	48971			11/30/2024	23-069 Design Services for Roads CIP Task Order 2 - 11/30/24		\$31,853.38		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$31,853.38		
	01/16/2025	Open			Accounts Payable	SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC	\$79,392.70		
	Invoice			Date	Description		Amount		
146808	PP5/CP 21-021			10/31/2024	21-021 Pedras Rd Rehabilitation between Geer and GSB		\$79,392.70		
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$79,392.70		
	01/16/2025	Open			Accounts Payable	Sloan Sakai Yeung & Wong LLP	\$3,323.50		
	Invoice			Date	Description		Amount		
	56804			11/30/2024	Sloan Sakai Services November 2024		\$3,323.50		
	Paying Fund			Cash Account			Amount		
146809	110 - General Fund			110.11000 (Cash)			\$3,323.50		
	01/16/2025	Open			Accounts Payable	SOUTHERN TIRE MART	\$5,439.73		
	Invoice			Date	Description		Amount		
	7320015469			01/02/2025	TIRES		\$638.07		
	7320015468			01/02/2025	TIRES		\$1,090.60		
	7320015484			01/02/2025	CREDIT ON TIRES		(\$2,378.92)		
	7320015594			01/10/2025	tires		\$1,053.24		
146810	7320015592			01/10/2025	tires		\$2,114.03		
	7320015593			01/10/2025	tires		\$1,162.58		

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	7320015547		01/10/2025		TIRES FOR BUS		\$1,760.13		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,565.57		
	246 - Landscape Assessment				246.11000 (Cash)		\$2,114.03		
	426 - Transit				426.11000 (Cash)		\$1,760.13		
146811	01/16/2025	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$20,240.00		
	Invoice		Date		Description		Amount		
	23044561		12/20/2024		BACKPLATE REPLACEMENTS		\$11,300.00		
	23044559		12/20/2024		CHRISTOFFERSON & CROWELL		\$2,980.00		
	23044558		12/20/2024		MONTEVISTA & TEGNER		\$2,980.00		
	23044560		12/20/2024		CHRISTOFFERSON & BERKELEY		\$2,980.00		
	Paying Fund				Cash Account		Amount		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$20,240.00		
146812	01/16/2025	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$165,940.00		
	Invoice		Date		Description		Amount		
	WD-0281472		12/04/2024		ANNUAL PERMIT FEES FACILITY 5SSO11069		\$21,150.00		
	WD-0281819		12/04/2024		ANNUAL PERMIT FEES FACILITY 5C500108001		\$144,790.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$165,940.00		
146813	01/16/2025	Open			Accounts Payable	STERICYCLE INC	\$110.24		
	Invoice		Date		Description		Amount		
	8009380793		12/25/2024		ST#4 - STERI-SAFE MONTHLY TREATMENT		\$27.56		
	8009380800		12/25/2024		ST#1 - STERI-SAFE MONTHLY TREATMENT		\$27.56		
	8009380795		12/25/2024		ST#2 - STERI-SAFE MONTHLY TREATMENT		\$27.56		
	8009380798		12/25/2024		ST#3 - STERI-SAFE MONTHLY TREATMENT		\$27.56		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$110.24		
146814	01/16/2025	Open			Accounts Payable	Stoel Rives LLP	\$375.00		
	Invoice		Date		Description		Amount		
	8048284		01/07/2025		PCE Contamination		\$375.00		
	Paying Fund				Cash Account		Amount		
	423 - PCE Downtown (Prop 1 Grant)				423.11000 (Cash)		\$375.00		
146815	01/16/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date		Description		Amount		
	010425BECCHETTI		01/13/2025		01042025 PAYROLL WITHHOLDING		\$405.35		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$405.35		
146816	01/16/2025	Open			Accounts Payable	T I D	\$34,043.29		
	Invoice		Date		Description		Amount		
	624170 - Dec 24		12/11/2024		ACC#6241700000 - December 2024		\$34,034.79		
	122724 1827 Shad		12/27/2024		5637003297 1827 Shadow Park Dr.		\$8.50		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$8.50		
	950 - SRWA - JPA				950.11000 (Cash)		\$34,034.79		

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146817	01/16/2025	Open			Accounts Payable	TELCION COMMUNICATION GRP	\$5,000.00		
	Invoice		Date	Description		Amount			
	40475		01/06/2025	WQC OUTDOOR WIRELESS NETWORK		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,000.00			
146818	01/16/2025	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$17,016.44		
	Invoice		Date	Description		Amount			
	2024250107192		12/26/2024	SODIUM BISULFITE		\$8,542.42			
	2024250107052		12/16/2024	SODIUM BISULFITE		\$8,474.02			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$17,016.44			
146819	01/16/2025	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$2,414.70		
	Invoice		Date	Description		Amount			
	1153297		09/25/2024	#32 water heater		\$3,195.00			
	7004903 - CM		01/15/2025	CREDIT FOR INVOICE 7004903		(\$780.30)			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,195.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		(\$780.30)			
146820	01/16/2025	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description		Amount			
	21806		06/30/2024	Consulting Services for June 2024		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,500.00			
	420 - WATER			420.11000 (Cash)		\$2,500.00			
146821	01/16/2025	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$48,465.00		
	Invoice		Date	Description		Amount			
	30773		12/31/2024	SRWA - TID Commissioning Procedures & Normal Operations Dec 2024		\$48,465.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$48,465.00			
146822	01/16/2025	Open			Accounts Payable	TURLOCK JOURNAL	\$782.00		
	Invoice		Date	Description		Amount			
	384461		12/22/2024	Public Notice for 2/6/25 PC meeting		\$483.00			
	384115		12/15/2024	Public Notice for 1/16/25 PC Meeting		\$299.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$782.00			
146823	01/16/2025	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,000,000.00		
	Invoice		Date	Description		Amount			
	DEC 2024 PAYMENT		12/01/2024	DEC 2024 PAYMENT		\$1,000,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000,000.00			
146824	01/16/2025	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$22,196.50		
	Invoice		Date	Description		Amount			
	11-204		11/30/2024	November street sweeping		\$22,196.50			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,663.58			

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	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$19,532.92		
146825	01/16/2025	Open			Accounts Payable	TURLOCK SMOG LLC	\$28.00		
	Invoice		Date	Description		Amount			
	Invoice #10674		01/09/2025	FR07-287		\$28.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$28.00		
146826	01/16/2025	Open			Accounts Payable	TURLOCK TRANSFER INC	\$21,478.75		
	Invoice		Date	Description		Amount			
	030386		10/31/2024	Free Dump Day Event - October 2024		\$21,478.75			
	Paying Fund			Cash Account		Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			\$21,478.75		
146827	01/16/2025	Open			Accounts Payable	TURLOCK TRUCK STUFF LLC	\$1,209.93		
	Invoice		Date	Description		Amount			
	1436		12/19/2024	LINE-X FOR NEW F350 TRUCK FOR UTILITIES #827		\$1,209.93			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)			\$1,209.93		
146828	01/16/2025	Open			Accounts Payable	UNITED RENTAL INC	\$1,726.00		
	Invoice		Date	Description		Amount			
	229163882-013		12/31/2024	SRWA - Equipment rental Skid Steer Loader 12.16.24		\$1,726.00			
				- 1.13.25					
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)			\$1,726.00		
146829	01/16/2025	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$6,307.73		
	Invoice		Date	Description		Amount			
	25-20705		01/03/2025	Draw 2-USF Senior Congregate Lunch		\$3,128.13			
	25-20709		01/08/2025	Draw 2- USF Food Box		\$3,179.60			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)			\$6,307.73		
146830	01/16/2025	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$162,201.01		
	Invoice		Date	Description		Amount			
	52653541		12/18/2024	SODIUM HYPOCHLORITE		\$16,280.81			
	52662579		12/19/2024	SODIUM HYPOCHLORITE		\$17,133.03			
	52668622		12/26/2024	SODIUM HYPOCHLORITE		\$16,253.98			
	52675227		12/31/2024	SODIUM HYPOCHLORITE		\$16,614.43			
	52579652		11/18/2024	SODIUM HYPOCHLORITE		\$17,357.21			
	52635164		12/03/2024	SODIUM HYPOCHLORITE		\$16,262.11			
	52635163		12/01/2024	SODIUM HYPOCHLORITE		\$16,933.21			
	52635165		12/11/2024	SODIUM HYPOCHLORITE		\$16,903.21			
	52662581		12/23/2024	SRWA SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.23.24		\$14,895.47			
	52671945		12/30/2024	SRWA Supply & Del. Of Sodium Hydroxide 12.30.24		\$4,757.85			
	52659329		12/19/2024	UT - SODIUM HYPOCHLORITE / CHLORINE		\$423.64			
	52659331		12/19/2024	UT - SODIUM HYPOCHLORITE / CHLORINE		\$1,122.64			
	52659330		12/19/2024	UT - SODIUM HYPOCHLORITE / CHLORINE		\$2,877.20			
	52659335		12/20/2024	UT - SODIUM HYPOCHLORITE / CHLORINE		\$788.84			
	52659334		12/19/2024	UT - SODIUM HYPOCHLORITE / CHLORINE		\$635.46			
	52659333		12/19/2024	UT - SODIUM HYPOCHLORITE / CHLORINE		\$589.56			

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	52659336		12/20/2024	UT - SODIUM HYPOCHLORITE / CHLORINE			\$458.94		
	52662229		12/19/2024	UT - SODIUM HYPOCHLORITE / CHLORINE			\$494.24		
	52662231		12/23/2024	UT - SODIUM HYPOCHLORITE / CHLORINE			\$335.38		
	52662233		12/19/2024	UT - SODIUM HYPOCHLORITE / CHLORINE			\$233.00		
	52662234		12/23/2024	UT - SODIUM HYPOCHLORITE / CHLORINE			\$388.33		
	52662236		12/23/2024	UT - SODIUM HYPOCHLORITE / CHLORINE			\$462.47		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$133,737.99		
	420 - WATER			420.11000 (Cash)			\$8,809.70		
	450 - SRWA - Operations			450.11000 (Cash)			\$19,653.32		
146831	01/16/2025	Open			Accounts Payable	US BANK		\$533,606.61	
	Invoice		Date	Description			Amount		
	2786762		01/13/2025	TUR. REDEVELOPMENT TAX ALLOCATION REFUNDING BONDS, SERIES 2016			\$533,606.61		
	Paying Fund			Cash Account			Amount		
	621 - Successor Agency - Non LMI			621.11000 (Cash)			\$533,606.61		
146832	01/16/2025	Open			Accounts Payable	VEGA AMERICAS, INC.		\$2,868.15	
	Invoice		Date	Description			Amount		
	630683		12/19/2024	VEGAPULS C 21			\$2,868.15		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,868.15		
146833	01/16/2025	Voided	INCORRECT ENTRY	01/17/2025	Accounts Payable	VERIZON WIRELESS		\$3,362.77	
	Invoice		Date	Description			Amount		
	6101461008		12/18/2024	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE 11/19-12/18			\$523.45		
	6100307827		12/03/2024	972530635-00029 UTILITIES (11/4-12/3)			\$1,308.52		
	6100307828		12/03/2024	972530635-00030 WQC (11/4-12/3)			\$988.26		
	6100307829		12/03/2024	972530635-00032 ELECTRICAL (11/4-12/3)			\$55.42		
	6100307832		12/03/2024	972530635-00037-UTILITY METER WELL SITES - MASTER RADIO(11/4-12/3			\$42.55		
	6100307833		12/03/2024	972530635-00038 -SRWA Surface Pros(11.04.24 - 12.03.24)			\$444.57		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$40.01		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,567.89		
	420 - WATER			420.11000 (Cash)			\$1,244.65		
	450 - SRWA - Operations			450.11000 (Cash)			\$510.22		
146834	01/16/2025	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC		\$170.40	
	Invoice		Date	Description			Amount		
	26889172		12/06/2024	SRWA - Jackets EB			\$170.40		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$170.40		
146835	01/16/2025	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC		\$2,500.00	
	Invoice		Date	Description			Amount		
	12-4308		12/01/2024	Project Management Software Tool for Capital Projects-12/1/24			\$1,250.00		

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	12-4345		01/01/2025		Project Management Software Tool for Capital Projects-1/1/25		\$1,250.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,500.00		
146836	01/16/2025	Open			Accounts Payable	VWR INTERNATIONAL INC	\$1,074.53		
	Invoice		Date		Description		Amount		
	8817820625		12/11/2024		VWR LID BULK ST / BDH BUFFER - LAB SUPPLIES		\$93.69		
	8817862089		12/17/2024		MEDIUM R2A -LAB SUPPLIES		\$75.34		
	8817854405		12/16/2024		PPET SERO L GRN - LAB SUPPLIES		\$271.68		
	8817838261		12/13/2024		TUBING TYGON - LAB SUPPLIES		\$267.87		
	8817884938		12/19/2024		TUBING TYGON - LAB SUPPLIES		\$98.74		
	8817921737		12/27/2024		VWR LID BULK ST - LAB SUPPLIES		\$16.64		
	8817817930		12/11/2024		BDH BUFFER PH 10 BLUE 20 L - LAB SUPPLIES		\$73.91		
	8817812470		12/11/2024		BDH BUFFER PH 7 YELLOW 20L - LAB SUPPLIES		\$78.20		
	8817809329		12/10/2024		HOTPLATE STIRRING CERAMIC - LAB SUPPLIES		\$525.25		
	8817882179		12/18/2024		HOTPLATE STIRRING CERAMIC - LAB SUPPLIES - CREDIT		(\$525.25)		
	8817867306		12/16/2024		SRWA Supplies - Lab Supplies Red & Yellow Buffer		\$65.91		
	8817862088		12/17/2024		SRWA Supplies - Lab Supplies Blue Buffer		\$32.55		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$900.73		
	420 - WATER				420.11000 (Cash)		\$75.34		
	450 - SRWA - Operations				450.11000 (Cash)		\$98.46		
146837	01/16/2025	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$2,536.25		
	Invoice		Date		Description		Amount		
	003399.14-5		12/16/2024		NPDES Permit Compliance Services		\$2,536.25		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,536.25		
146838	01/16/2025	Open			Accounts Payable	WARDEN'S OFFICE INC	\$1,031.94		
	Invoice		Date		Description		Amount		
	405440-00		01/09/2025		Office Furniture - Jamie		\$1,141.94		
	C405440-00		01/14/2025		Credit for incorrect pricing on invoice #405440-00		(\$110.00)		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,031.94		
146839	01/16/2025	Open			Accounts Payable	WECO INDUSTRIES INC	\$2,316.37		
	Invoice		Date		Description		Amount		
	0054771-IN		12/02/2024		MINI TURBO CUTTER		\$2,316.37		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,316.37		
146840	01/16/2025	Open			Accounts Payable	WEST YOST & ASSOCIATES INC.	\$57,425.98		
	Invoice		Date		Description		Amount		
	2061151		11/30/2024		SRWA - Program Mgmt Services for 2024-25 November 2024		\$57,425.98		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$57,425.98		
146841	01/16/2025	Open			Accounts Payable	WILLDAN FINANCIAL SVCS	\$2,515.00		
	Invoice		Date		Description		Amount		
	010-61017		01/15/2025		CFD Formation Services through 12/27/24		\$2,515.00		

Payment Register

From Payment Date: 1/10/2025 - To Payment Date: 1/16/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,515.00		
146842	01/16/2025	Open			Accounts Payable	WILLEY PRINTING CO	\$184.66		
	Invoice		Date	Description			Amount		
	152368		12/10/2024	BACTERIOLOGICAL WATER SAMPLE DATA CARDS			\$184.66		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$184.66		
146843	01/16/2025	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$1,600.00		
	Invoice		Date	Description			Amount		
	INV00192569		01/02/2025	HOSTED FIRE RMS - FEB 2025			\$1,600.00		
	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			\$1,600.00		
146844	01/16/2025	Open			Accounts Payable	CALIFORNIA GANG TASK FORCE	\$75.00		
	Invoice		Date	Description			Amount		
	TUITION-RVILLAPU		01/09/2025	2025 UPDATE OF AB AND NF, 1/23/25, FRESNO - RVILLAPUDUA			\$75.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$75.00		
146845	01/16/2025	Open			Accounts Payable	CONRAD, ANDREW	\$209.00		
	Invoice		Date	Description			Amount		
	690094		09/16/2024	REIMBURSEMENT FOR COLLECTION GRADE 1			\$209.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$209.00		
146846	01/16/2025	Open			Accounts Payable	GRAGG, DAVID, HARRISON	\$500.00		
	Invoice		Date	Description			Amount		
	01032025		01/03/2025	TRAINING REIMBURSEMENT FOR CLASS A LICENSE			\$500.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$500.00		
146847	01/16/2025	Open			Accounts Payable	Mendoza-Manzo, Erik	\$202.00		
	Invoice		Date	Description			Amount		
	ORD-2775587		01/03/2025	ASE Certification			\$202.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$101.00		
	420 - WATER			420.11000 (Cash)			\$101.00		
146848	01/16/2025	Open			Accounts Payable	PACHECO, CHARLOTTE	\$100.00		
	Invoice		Date	Description			Amount		
	R24-007352		01/08/2025	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
146849	01/16/2025	Open			Accounts Payable	TACKETT, JARED	\$100.00		
	Invoice		Date	Description			Amount		
	172514		11/22/2024	REINBURSTMENT FOR DIR ELECTRICIAN CERTIFICATION			\$100.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$50.00		
	420 - WATER			420.11000 (Cash)			\$50.00		

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From Payment Date: 1/10/2025 - To Payment Date: 1/16/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146850	01/16/2025	Open			Accounts Payable	TEIXEIRA, ALEXA	\$500.00		
	Invoice		Date	Description			Amount		
	01022025		01/02/2025	TCEA EDUCATION INCENTIVE PROGRAM; REIMBURSEMENT			\$500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$500.00		
146851	01/16/2025	Open			Accounts Payable	VARGAS, JUAN	\$600.00		
	Invoice		Date	Description			Amount		
	Prof Dev 24/25		11/20/2024	Professional Development 24/25 - JUAN VARGAS			\$600.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$600.00		

Type Check Totals:

159 Transactions

\$4,885,512.03

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	158	\$4,882,149.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,362.77	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	159	\$4,885,512.03	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	158	\$4,882,149.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,362.77	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	159	\$4,885,512.03	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	158	\$4,882,149.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,362.77	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	159	\$4,885,512.03	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	158	\$4,882,149.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,362.77	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	159	\$4,885,512.03	\$0.00

Payment Register

From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
<u>EFT</u>									
149256	10/15/2024	Open			Accounts Payable	CalPERS	\$329,977.20		
	Invoice		Date	Description			Amount		
	9/28/24PR		10/15/2024	9/28/24PR-CALPERS			\$329,977.20		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$329,977.20		
149257	10/25/2024	Open			Accounts Payable	CalPERS	\$338,630.17		
	Invoice		Date	Description			Amount		
	10/12/24PR		10/25/2024	10/12/24PR-CALPERS			\$338,630.17		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$338,630.17		
149258	10/21/2024	Open			Accounts Payable	UMR	(\$18,326.46)		
	Invoice		Date	Description			Amount		
	SEP24 RET REF		10/21/2024	UMR SEPTEMBER 2024 RETIREE REFUND			(\$18,326.46)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$18,326.46)		
149259	10/04/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221,007.25		
	Invoice		Date	Description			Amount		
	9/28/24PR		10/04/2024	9/28/24PR-FEDERAL TAXES			\$221,007.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$221,007.25		
149260	10/07/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$15.60		
	Invoice		Date	Description			Amount		
	9/28/24PR-OCHOA		10/07/2024	9/28/24PR-FEDERAL TAXES-R OCHOA			\$15.60		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$15.60		
149261	10/18/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$223,929.95		
	Invoice		Date	Description			Amount		
	10/12/24PR		10/18/2024	10/12/24PR-FEDERAL TAXES			\$223,929.95		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$223,929.95		
149262	10/21/2024	Open			Accounts Payable	ICMA-RC	\$107,091.48		
	Invoice		Date	Description			Amount		
	10/12/24PR		10/21/2024	10/12/24PR-ICMA			\$107,091.48		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$107,091.48		
149263	10/18/2024	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$68,822.25		
	Invoice		Date	Description			Amount		
	10/12/24PR		10/18/2024	10/12/24PR-STATE TAXES			\$68,822.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$68,822.25		
149264	10/18/2024	Open			Accounts Payable	CA SDU	\$1,982.28		
	Invoice		Date	Description			Amount		
	10/12/24PR		10/18/2024	10/12/24PR-CHILD SUPPORT PAYMENT			\$1,982.28		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,982.28		

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From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149265	10/04/2024	Open			Accounts Payable	CA SDU	\$1,982.28		
	Invoice		Date	Description		Amount			
	9/28/24PR		10/04/2024	9/28/24PR-CHILD SUPPORT PAYMENT		\$1,982.28			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,982.28			
149266	10/22/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$57.21		
	Invoice		Date	Description		Amount			
	10/12/24PR-PRICE		10/22/2024	10/12/24PR-FEDERAL TAXES-T PRICE		\$57.21			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$57.21			
149267	10/18/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$55.28		
	Invoice		Date	Description		Amount			
	10/12/24PR-ZUNIG		10/18/2024	10/12/24PR-FEDERAL TAXES-K ZUNIGA		\$55.28			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$55.28			
149268	10/21/2024	Open			Accounts Payable	ICMA-RC	\$335.65		
	Invoice		Date	Description		Amount			
	10/12/24PR-CONV		10/21/2024	10/12/24PR-ICMA MGMT VACATION CONVERSION (RETRO)		\$335.65			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$275.62			
	501 - Information Technology			501.11000 (Cash)		\$60.03			
149269	10/02/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,746.39		
	Invoice		Date	Description		Amount			
	BE006270408		10/02/2024	DELTA DENTAL CLAIMS FOR 9/20/24-9/26/24		\$5,746.39			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$5,746.39			
149270	10/02/2024	Open			Accounts Payable	UMR	\$2,113.70		
	Invoice		Date	Description		Amount			
	9/24-9/30-FY2024		10/02/2024	UMR CLAIMS FOR 9/24/24-9/30/24-FY 23/24		\$2,113.70			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$2,113.70			
149271	10/02/2024	Open			Accounts Payable	UMR	\$73,174.02		
	Invoice		Date	Description		Amount			
	9/24-9/30-FY2025		10/02/2024	UMR CLAIMS FOR 9/24/24-9/30/24-FY 24/25		\$73,174.02			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$73,174.02			
149272	10/04/2024	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	9/28/24PR		10/04/2024	9/28/24PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,947.00			
149273	10/04/2024	Open			Accounts Payable	T C E A	\$2,997.00		
	Invoice		Date	Description		Amount			
	9/28/24PR		10/04/2024	9/28/24PR-TCEA DUES		\$2,997.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,997.00			

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From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149274	10/04/2024	Open			Accounts Payable	TMAPS	\$200.00		
	Invoice		Date	Description		Amount			
	9/28/24PR		10/04/2024	9/28/24PR-TMAPS DUES		\$200.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$200.00			
149275	10/04/2024	Open			Accounts Payable	T A P O	\$5,988.86		
	Invoice		Date	Description		Amount			
	9/28/24PR		10/04/2024	9/28/24PR-TAPO DUES		\$5,988.86			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$5,988.86			
149276	10/04/2024	Open			Accounts Payable	T C E A	\$74.00		
	Invoice		Date	Description		Amount			
	9/28/24PR-BENEVO		10/04/2024	9/28/24PR-TCEA BENEVOLENCE DUES		\$74.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$74.00			
149277	10/31/2024	Open			Accounts Payable	ICMA-RC	\$99,789.86		
	Invoice		Date	Description		Amount			
	9/28/24PR		10/07/2024	9/28/24PR-ICMA		\$99,789.86			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$99,789.86			
149278	10/04/2024	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$67,704.20		
	Invoice		Date	Description		Amount			
	9/28/24PR		10/04/2024	9/28/24PR-STATE TAXES		\$67,704.20			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$67,704.20			
149279	10/07/2024	Open			Accounts Payable	T A P O	\$16,038.65		
	Invoice		Date	Description		Amount			
	9/28/24PR-RHS		10/07/2024	9/28/24PR-TAPO RHS DUES		\$16,038.65			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$16,038.65			
149280	10/07/2024	Open			Accounts Payable	TFRA	\$10,097.44		
	Invoice		Date	Description		Amount			
	9/28/24PR-RHS		10/07/2024	9/28/24PR-TFRA RHS DUES		\$10,097.44			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$10,097.44			
149281	10/07/2024	Open			Accounts Payable	UMR	\$413.95		
	Invoice		Date	Description		Amount			
	OCT 24 CUSTODIAL		10/07/2024	UMR OCTOBER 2024 CUSTODIAL AND BANKING FEE		\$413.95			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$413.95			
149282	10/07/2024	Open			Accounts Payable	UMR	\$155,322.45		
	Invoice		Date	Description		Amount			
	OCT 24 PREM		10/07/2024	UMR OCTOBER 2024 HEALTH PREMIUMS		\$155,322.45			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$155,322.45			

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From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149283	10/10/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$7,113.46		
	Invoice		Date	Description		Amount			
	BE006279956		10/10/2024	DELTA DENTAL CLAIMS FOR 9/27/24-10/3/24		\$7,113.46			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$7,113.46			
149284	10/10/2024	Open			Accounts Payable	UMR	\$7,539.12		
	Invoice		Date	Description		Amount			
	10/1-10/7-FY2024		10/10/2024	UMR CLAIMS FOR 10/1/24-10/7/24-FY 23/24		\$7,539.12			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$7,539.12			
149285	10/10/2024	Open			Accounts Payable	UMR	\$33,991.18		
	Invoice		Date	Description		Amount			
	10/1-10/7-FY2025		10/10/2024	UMR CLAIMS FOR 10/1/24-10/7/24-FY 24/25		\$33,991.18			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$33,991.18			
149286	10/16/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$7,559.64		
	Invoice		Date	Description		Amount			
	BE006282974		10/16/2024	DELTA DENTAL CLAIMS FOR 10/4/24-10/10/24		\$7,559.64			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$7,559.64			
149287	10/16/2024	Open			Accounts Payable	UMR	\$87.10		
	Invoice		Date	Description		Amount			
	10/8-10/14FY2024		10/16/2024	UMR CLAIMS FOR 10/8/24-10/14/24-FY 23/24		\$87.10			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$87.10			
149288	10/16/2024	Open			Accounts Payable	UMR	\$52,894.35		
	Invoice		Date	Description		Amount			
	10/8-10/14FY2025		10/16/2024	UMR CLAIMS FOR 10/8/24-10/14/24-FY 24/25		\$52,894.35			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$52,894.35			
149289	10/18/2024	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	10/12/24PR		10/18/2024	10/12/24PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,947.00			
149290	10/18/2024	Open			Accounts Payable	T A P O	\$5,867.85		
	Invoice		Date	Description		Amount			
	10/12/24PR		10/18/2024	10/12/24PR-TAPO DUES		\$5,867.85			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$5,867.85			
149291	10/18/2024	Open			Accounts Payable	T C E A	\$3,017.25		
	Invoice		Date	Description		Amount			
	10/12/24PR		10/18/2024	10/12/24PR-TCEA DUES		\$3,017.25			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,017.25			

City of Turlock

Payment Register

From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149292	10/18/2024	Open			Accounts Payable	TFRA	\$6,158.24		
	Invoice		Date	Description		Amount			
	10/12/24PR		10/18/2024	10/12/24PR-TFRA DUES		\$6,158.24			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$6,158.24			
149293	10/18/2024	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$375.00		
	Invoice		Date	Description		Amount			
	10/12/24PR		10/18/2024	10/12/24PR-FIRE INC DUES		\$375.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$375.00			
149294	10/18/2024	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$130.00		
	Invoice		Date	Description		Amount			
	10/12/24PR		10/18/2024	10/12/24PR-TURLOCK HEALTH CLUB		\$130.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$130.00			
149295	10/18/2024	Open			Accounts Payable	T C E A	\$74.50		
	Invoice		Date	Description		Amount			
	10/12/24PR-BENEV		10/18/2024	10/12/24PR-TCEA BENEVOLENCE DUES		\$74.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$74.50			
149296	10/21/2024	Open			Accounts Payable	UMR	(\$1,020.19)		
	Invoice		Date	Description		Amount			
	SEP24 COBRA REF		10/21/2024	UMR SEPTEMBER COBRA REFUND		(\$1,020.19)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$1,020.19)			
149297	10/22/2024	Open			Accounts Payable	T A P O	\$16,038.65		
	Invoice		Date	Description		Amount			
	10/12/24PR-RHS		10/22/2024	10/12/24PR-TAPO RHS DUES		\$16,038.65			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$16,038.65			
149298	10/22/2024	Open			Accounts Payable	TFRA	\$9,369.33		
	Invoice		Date	Description		Amount			
	10/12/24PR-RHS		10/22/2024	10/12/24PR-TFRA RHS DUES		\$9,369.33			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$9,369.33			
149299	10/23/2024	Open			Accounts Payable	CalPERS	\$3,554.86		
	Invoice		Date	Description		Amount			
	9/28/24PR-BICKLE		10/23/2024	9/28/24PR-CALPERS-L BICKLE		\$3,554.86			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,527.38			
	110 - General Fund			110.11000 (Cash)		\$27.48			
149300	10/23/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,410.67		
	Invoice		Date	Description		Amount			
	BE006287998		10/23/2024	DELTA DENTAL CLAIMS FOR 10/11/24-10/17/24		\$5,410.67			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149301	511 - Health Care			511.11000 (Cash)			\$5,410.67		
	10/23/2024	Open			Accounts Payable	UMR	\$4,778.46		
	Invoice		Date	Description			Amount		
	10/15-10/21FY24		10/23/2024	UMR CLAIMS FOR 10/15/24-10/21/24-FY 23/24			\$4,778.46		
149302	511 - Health Care			511.11000 (Cash)			\$4,778.46		
	10/23/2024	Open			Accounts Payable	UMR	\$72,706.01		
	Invoice		Date	Description			Amount		
	10/15-10/21FY25		10/23/2024	UMR CLAIMS FOR 10/15/24-10/21/24-FY 24/25			\$72,706.01		
149303	511 - Health Care			511.11000 (Cash)			\$72,706.01		
	10/24/2024	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	\$17,880.40		
	Invoice		Date	Description			Amount		
	NOV 2024		10/24/2024	LTD AND LIFE INSURANCE - NOVEMBER 2024			\$17,880.40		
149304	104 - Payroll Clearing Fund			104.11000 (Cash)			\$17,880.40		
	10/28/2024	Open			Accounts Payable	CalPERS	\$122.93		
	Invoice		Date	Description			Amount		
	10/12/24PR-PRICE		10/28/2024	10/12/24PR-CALPERS-T PRICE			\$122.93		
149305	104 - Payroll Clearing Fund			104.11000 (Cash)			\$122.93		
	10/28/2024	Open			Accounts Payable	UMR	(\$307.88)		
	Invoice		Date	Description			Amount		
	SEP24 OSR REFUND		10/28/2024	SEPTEMBER 2024 OSR REFUND			(\$307.88)		
149306	511 - Health Care			511.11000 (Cash)			(\$307.88)		
	10/30/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,599.65		
	Invoice		Date	Description			Amount		
	BE006309662		10/30/2024	DELTA DENTAL CLAIMS FOR 10/18/24-10/24/24			\$5,599.65		
149307	511 - Health Care			511.11000 (Cash)			\$5,599.65		
	10/30/2024	Open			Accounts Payable	UMR	\$285.73		
	Invoice		Date	Description			Amount		
	10/22-10/28-FY24		10/30/2024	UMR CLAIMS FOR 10/22/24-10/28/24-FY 23/24			\$285.73		
149308	511 - Health Care			511.11000 (Cash)			\$285.73		
	10/30/2024	Open			Accounts Payable	UMR	\$242,645.59		
	Invoice		Date	Description			Amount		
	10/22-10/28-FY25		10/30/2024	UMR CLAIMS FOR 10/22/24-10/28/24-FY 24/25			\$242,645.59		
149309	511 - Health Care			511.11000 (Cash)			\$242,645.59		
	10/17/2024	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT	\$7,332.00		
	Invoice		Date	Description			Amount		
	L0504339664		10/17/2024	UNEMPLOYMENT CHARGES FOR 7/1/24-9/30/24			\$7,332.00		

Payment Register

From Payment Date: 10/1/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	512 - Casualty Insurance			512.11000 (Cash)			\$7,332.00		
149310	10/31/2024	Open			Accounts Payable	Optum Bank, Inc.	\$23,721.12		
	Invoice		Date	Description			Amount		
	9/28/24PR		10/04/2024	9/28/24PR-HSA EE & ER			\$11,910.56		
	10/12/24PR		10/18/2024	10/12/24PR-HSA EE & ER			\$11,810.56		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$23,721.12		

Type EFT Totals:

PR - Payroll Account Totals

55 Transactions

\$2,256,039.68

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$2,256,039.68	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	55	\$2,256,039.68	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$2,256,039.68	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	55	\$2,256,039.68	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$2,256,039.68	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	55	\$2,256,039.68	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$2,256,039.68	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	55	\$2,256,039.68	\$0.00

Payment Register

From Payment Date: 11/1/2024 - To Payment Date: 11/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>EFT</u>									
5808	11/01/2024	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$270,456.45		
	Invoice		Date	Description		Amount			
	PP2/CP 23-031		08/31/2024	23-031 Roads Program CIP Plan Package 1-8/31/24		\$270,456.45			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$270,456.45			
5828	11/26/2024	Open			Accounts Payable	US BANK-VISA	\$156,072.74		
	Invoice		Date	Description		Amount			
	11/22/2024X9452		11/26/2024	Procurement Card Charges - 11/22/24 Statement		\$156,072.74			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$156,072.74			
5829	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$199.29		
	Invoice		Date	Description		Amount			
	821519135		11/15/2024	PREMIUMS NOVEMBER 2024 - FIRE ADMIN		\$199.29			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$199.29			
5830	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$894.25		
	Invoice		Date	Description		Amount			
	821519132		11/15/2024	PREMIUMS NOVEMBER 2024 - TCEA		\$894.25			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$894.25			
5831	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$398.58		
	Invoice		Date	Description		Amount			
	821519136		11/15/2024	PREMIUMS NOVEMBER 2024 - TAPO		\$398.58			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$398.58			
5832	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
	Invoice		Date	Description		Amount			
	821508049		11/15/2024	PREMIUMS NOVEMBER 2024 - CITY OF TURLOCK		\$10.22			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$10.22			
5833	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.65		
	Invoice		Date	Description		Amount			
	821519131		11/15/2024	PREMIUMS NOVEMBER 2024 - CONFIDENTIAL		\$76.65			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$76.65			
5834	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$97.09		
	Invoice		Date	Description		Amount			
	821519134		11/15/2024	PREMIUMS NOVEMBER 2024 - MANAGEMENT		\$97.09			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$97.09			
5835	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$25.55		
	Invoice		Date	Description		Amount			
	821519133		11/15/2024	PREMIUMS NOVEMBER 2024 - EXECUTIVE TEAM		\$25.55			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 11/1/2024 - To Payment Date: 11/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5836	511 - Health Care			511.11000 (Cash)			\$25.55		
	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description			Amount		
	821519137		11/15/2024	PREMIUMS NOVEMBER 2024 - TMAPS			\$30.66		
5837	511 - Health Care			511.11000 (Cash)			\$30.66		
	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.65		
	Invoice		Date	Description			Amount		
	821519138		11/15/2024	PREMIUMS NOVEMBER 2024 - RETIREES			\$76.65		
5838	511 - Health Care			511.11000 (Cash)			\$76.65		
	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description			Amount		
	821519140		11/15/2024	PREMIUMS NOVEMBER 2024 - COBRA			\$15.33		
5842	511 - Health Care			511.11000 (Cash)			\$15.33		
	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,329.13		
	Invoice		Date	Description			Amount		
	821524973		11/15/2024	CLAIMS OCTOBER 2024 - TCEA			\$2,329.13		
5843	511 - Health Care			511.11000 (Cash)			\$2,329.13		
	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$508.61		
	Invoice		Date	Description			Amount		
	821524978		11/15/2024	CLAIMS OCTOBER 2024 - RETIREES			\$508.61		
5844	511 - Health Care			511.11000 (Cash)			\$508.61		
	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$118.50		
	Invoice		Date	Description			Amount		
	821524970		11/15/2024	CLAIMS OCTOBER 2024 - MANAGEMENT			\$118.50		
5845	511 - Health Care			511.11000 (Cash)			\$118.50		
	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$102.00		
	Invoice		Date	Description			Amount		
	821524971		11/15/2024	CLAIMS OCTOBER 2024 - EXECUTIVE TEAM			\$102.00		
5846	511 - Health Care			511.11000 (Cash)			\$102.00		
	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$354.55		
	Invoice		Date	Description			Amount		
	821524974		11/15/2024	CLAIMS OCTOBER 2024 - FIRE			\$354.55		
5847	511 - Health Care			511.11000 (Cash)			\$354.55		
	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$466.63		
	Invoice		Date	Description			Amount		
	821524975		11/15/2024	CLAIMS OCTOBER 2024 - TAPO			\$466.63		
	511 - Health Care			511.11000 (Cash)			\$466.63		
	Paying Fund			Cash Account			Amount		

City of Turlock

Payment Register

From Payment Date: 11/1/2024 - To Payment Date: 11/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5848	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$55.13		
	Invoice		Date	Description		Amount			
	821524977		11/15/2024	CLAIMS OCTOBER 2024 - TMAPS		\$55.13			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$55.13			
5849	11/15/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$74.50		
	Invoice		Date	Description		Amount			
	821528158		11/15/2024	CLAIMS OCTOBER 2024 - CITY OF TURLOCK		\$74.50			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$74.50			
5850	11/01/2024	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$51.00		
	Invoice		Date	Description		Amount			
	07/1/24-09/30/24		11/01/2024	JUL-SEPT 2024 CNG FUEL TAX		\$51.00			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$51.00			

Type EFT Totals:

AP - Accounts Payable Totals

21 Transactions

\$432,413.51

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	21	\$432,413.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	21	\$432,413.51	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	21	\$432,413.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	21	\$432,413.51	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	21	\$432,413.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	21	\$432,413.51	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	21	\$432,413.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	21	\$432,413.51	\$0.00

City Council Meeting Minutes

January 14, 2025

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



1. CALL TO ORDER

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

2. SALUTE TO THE FLAG

3. ROLL CALL AND DECLARATION OF CONFLICTS

Present: Councilmembers Cassandra Abram, Kevin Bixel, Rebecka Monez via telephone, Ericka Phillips, and Mayor Amy Bublak.

Absent: None

Councilmember Abram	Councilmember Bixel	Councilmember Monez	Councilmember Phillips	Mayor Bublak
None	None	None	None	None

4. APPROVAL OF AGENDA AS POSTED OR AMENDED

Councilmember Monez requested to switch the order of 9B before 9A.

Motion: Approval of Agenda as amended, motioned by Councilmember Monez, seconded Councilmember Abram and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

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

A. Presentation: Carnegie Arts Center 2022-2023 Annual Report (McDermott).

McDermott presented a PowerPoint and noted the correction of the Agenda's title to read "2023-2024 Annual Report"

B. Appointment: Appointing members of the City Council to the Boards, Commissions, and Committees for 2025 as listed in the agenda item

Motion: Appointing members of the City Council to the Boards, Commissions, and Committees for 2025 as listed in the agenda item, motioned by Monez, seconded Councilmember Abram and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

C. Appointment: Appointing the Vice Mayor.

Mayor Bublak appointed Councilmember Monez as Vice Mayor.

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 14, 2025**

Action: Motion by Councilmember Philips, seconded by Councilmember Abram, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Monez	Councilmember Philips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- D. Presentation: Design-Build Institute of America (DBIA) National Award of Merit Recipient for the Regional Surface Water Supply Project

Director Fisher presented on the award that the Stanislaus Regional Water Authority received.

6. PUBLIC PARTICIPATION

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

Milt Triewailer
Bob Puffer
Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

7. CONSENT CALENDAR

Mayor Bublak announced that items 7D, 7E, 7G would be pulled for separate consideration.

- A. Motion: Accepting the Weekly demands of November 27, 2024 through December 5, 2025 in the amount of \$1,702,879.51, December 6, 2024 through December 12, 2024 in the amount of \$1,516,687.15, December 13, 2024 through December 19, 2024 in the amount of \$8,196,986.78, December 20, 2024 through January 2, 2025 in the amount of \$63,022.10, Payroll EFT September 2024 in the amount of \$2,000,820.41, AP EFT October 2024 in the amount of \$476,513.88, and the Investment and Cash Report for November 2024 in the amount of \$275,816,035.00
- B. Motion: Accepting the Minutes of the December 10, 2024 Joint City Council, Public Financing Authority, and Successor Agency to the Turlock Redevelopment Agency meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title
- D. Item Pulled for Separate Consideration
- E. Item Pulled for Separate Consideration
- F. Item Pulled for Separate Consideration
- G. Item Pulled for Separate Consideration

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 14, 2025**

- H. Motion: Terminating the emergency determination made by the City Manager in response to the inoperative computer room air conditioning units at the Public Safety Facility pursuant to Public Contract Code 22050(c)(3) (Fisher)
- I. Resolution 2025-001: Rescinding Resolution No. 2022-088 and adopting a new resolution authorizing the City Manager, Deputy City Manager, and Municipal Services Director to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration or any other federally-funded or state-funded projects, and authorizing the City Engineer to sign these documents for projects whose grant applications have previously been submitted by a duly authorized signatory (Fisher)
- J. Motion: Authorizing staff to proceed with the advertisement for construction bids for City Project No. 21-003 "Fulkerth Road Widening" (Morris)
- K. Resolution 2025-002: Amending the FY 2024-25 municipal budget within Fund 450 "SRWA" by reducing account number 450-53-550.43314 - Contract Help - Service by \$45,600 and increasing account number 450-53-550.51020 - Equipment Replacement by \$45,600 and approving the purchase of one (1) CAT Compact Track Loader from Holt of California pursuant to the Sourcewell Contract No. 020223-CAT, in an amount not to exceed \$130,523.67, in accordance with Turlock Municipal Code Section 2-7-08(b)(5) allowing use of joint, cooperative, or leveraged purchasing plans and not requiring an additional City bid procedure (Estrada)
- L. Motion: Accepting improvements for City Project No. 20-002 "Southwest Quadrant Road Rehabilitation" and authorizing the City Engineer to file a Notice of Completion (Morris)
- M. Resolution 2025-003: Authorizing the submittal of a grant application to the State Water Resources Control Board for the treatment of emerging contaminants in the City of Turlock's water distribution system and authorizing the Municipal Services Director or his/her designee to sign any and all necessary documents (Tejeda)
- N. Resolution 2025-004: Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Fiscal Year 2024-2025 Appropriation Limit for the City of Turlock (Moreno)
- O. Resolution 2025-005: Approving Amendment No. 6 for Task Order 3A under the terms of the Master Agreement (City Contract No. 2023-109) with Mark Thomas & Company, Inc. (Sacramento, California office) for Engineering Design Services for the City of Turlock's Roads Initiative Program in the amount of \$178,940.00 to be funded by Fund 115 "Measure A – Roads" under City Project No. 23-067 "Mark Thomas Task Order No. 3A for Roads Program CIP Projects" (Pezeshk)

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

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Philips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
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- 7D Approving Amendment No. 2 to an agreement with Jarvis Fay LLP (City Contract 2024-119) for special counsel services in the amount of \$250,000, bringing the revised contract total to \$350,000, to be funded by various general ledger accounts to be determined relative to the services provided (Fisher)

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

Ron Bridegroom.

With no further comments, Mayor Bublak closed public comment.

Action: Resolution 2025-006: Approving Amendment No. 2 to an agreement with Jarvis Fay LLP (City Contract 2024-119) for special counsel services in the amount of \$250,000, bringing the revised contract total to \$350,000, to be funded by various general ledger accounts to be determined relative to the services provided as motioned by Councilmember Abram, seconded by Bixel, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Philips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- 7E Rejecting all bids submitted for City Project No. 23-057 "Monte Vista Bike Lane Improvements Near CSUS" (Morris)

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

Bob Puffer

With no further comments, Mayor Bublak closed public comment.

Action: Motion: Rejecting all bids submitted for City Project No. 23-057 "Monte Vista Bike Lane Improvements Near CSUS" as motioned by Councilmember Abram, seconded by Bixel, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Philips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- 7F Rescinding Resolution No. 2023-070 and adopting an updated approval policy consistent with the City's department reorganization to be applied to Contract Change Orders for the construction of public projects (Fisher)

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

Milt Triewailer

With no further comments, Mayor Bublak closed public comment.

Action: Resolution 2025-007: Rescinding Resolution No. 2023-070 and adopting an updated approval policy consistent with the City's department reorganization to be applied to Contract Change Orders for the construction of public projects as motioned by Councilmember Abram, seconded by Bixel, and carried 5/0 by the following vote:

**CITY OF TURLOCK
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Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Philips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- 7G Approving ten (10) agreements in a form approved by the City Attorney for On-Call Engineering and Surveying Services for RFQ No. 24-015, "RFQ for On-Call Agreements for Engineering and Surveying Services" for three-year terms in amounts not to exceed \$300,000 per agreement to be funded by various general ledger accounts to be determined relative to the various capital projects requiring these services (Morris)

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

Milt Triewailer

With no further comments, Mayor Bublak closed public comment.

Action: Resolution 2025-008: Approving ten (10) agreements in a form approved by the City Attorney for On-Call Engineering and Surveying Services for RFQ No. 24-015, "RFQ for On-Call Agreements for Engineering and Surveying Services" for three-year terms in amounts not to exceed \$300,000 per agreement to be funded by various general ledger accounts to be determined relative to the various capital projects requiring these services as motioned by Councilmember Abram, seconded by Bixel, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Philips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

8. FINAL READINGS

None

9. PUBLIC HEARINGS

- B. Approve an amended and restated promissory note, first amendment to a loan agreement with forgivable terms, a modification to the deed of trust and first amendment to the regulatory agreement in a form approved by the city attorney, between the City of Turlock and Turlock Gospel Mission, a 501(c)(3) non-profit organization, for the rehabilitation of the real property located at 432 S. Broadway, Turlock, (APN #043-049-032-000) in the total amount of \$491,053, to be funded in the amount of \$91,053 from fund 257 "state home fund" account 257-41-491.47212 "homeless assistance projects" and \$400,000 from fund 255 "cdbg" account 255-41-485.47210_006 "housing program services programs public improvements" subject to the terms and conditions as outlined in Attachment A, and authorizing the city manager to execute all related and necessary documents (Werner)

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

Christian Curby
Chris Kirlakov
Milt Triewailer
Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 14, 2025**

Action: Resolution 2025-XXX: Approve an amended and restated promissory note, first amendment to a loan agreement with forgivable terms, a modification to the deed of trust and first amendment to the regulatory agreement in a form approved by the city attorney, between the City of Turlock and Turlock Gospel Mission, a 501(c)(3) non-profit organization, for the rehabilitation of the real property located at 432 S. Broadway, Turlock, (APN #043-049-032-000) in the total amount of \$491,053, to be funded in the amount of \$91,053 from fund 257 "state home fund" account 257-41-491.47212 "homeless assistance projects" and \$400,000 from fund 255 "cdbg" account 255-41-485.47210_006 "housing program services programs public improvements" subject to the terms and conditions as outlined in Attachment A, and authorizing the city manager to execute all related and necessary documents as motioned by Councilmember Bixel, seconded by Councilmember Abram, and failed 3/2 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Philips	Mayor Bublak
Yes	Yes	No	No	No

Following the vote, Vice Mayor Monez left the meeting at 6:58 p.m.

- A. Authorizing the submittal of the application to the Department of Housing and Community Development (HCD) amending the 5-year plan for the Permanent Local Housing Allocation (PLHA) Program for the allocation years 2020-2023 and authorizing the City Manager or designee to execute all related necessary documents; Approving the increase of budget appropriations in account 260-41-494_47220-PLHA - Administration in the amount of \$24,080, increase appropriations in account 260-41-494_47224-PLHA Acquisition and Rehab of Affordable Rental Housing in the amount of \$193,000, increase appropriations in account 260-41-494_47210_005-PLHA Housing Program Services-Housing Rehabilitation Loan in the amount of \$71,530, and increase appropriations in account 460-41-494_47210_003-Housing Program Services-First Time Home Buyers loan in the amount of \$193,000 for a total of \$481,610 for PLHA allocation year 2020 (Figueroa)

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

Ron Bridegroom
Milt Triewailer

With no further comments, Mayor Bublak closed public comment.

Action: Resolution 2025-009: Authorizing the submittal of the application to the Department of Housing and Community Development (HCD) amending the 5-year plan for the Permanent Local Housing Allocation (PLHA) Program for the allocation years 2020-2023 and authorizing the City Manager or designee to execute all related necessary documents.

Action: Resolution 2025-010: Approving the increase of budget appropriations in account 260-41-494_47220-PLHA - Administration in the amount of \$24,080, increase appropriations in account 260-41-494_47224-PLHA Acquisition and Rehab of Affordable Rental Housing in the amount of \$193,000, increase appropriations in account 260-41-494_47210_005-PLHA Housing Program Services-Housing Rehabilitation Loan in the amount of \$71,530, and increase appropriations in account 460-41-494_47210_003-Housing Program Services-First Time Home Buyers loan in the amount of \$193,000 for a total of \$481,610 for PLHA allocation year 2020. Motioned by Councilmember Bixel, seconded by Abram, and carried 4/0 by the following vote:

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 14, 2025**

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Philips	Mayor Bublak
Yes	Yes	Absent	Yes	Yes

- C. Introduction and first reading of an Ordinance approving a Development Agreement between the City of Turlock and Turlock Marketplace LLC, relating to a proposed new shopping center located at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road, Turlock, California, Stanislaus County Assessor's Parcel Numbers 088-016-001, 088-010-02, and 088-018-052. (Werner)

Mayor Bublak opened the items for public comment and the following member of the public spoke:

Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

Action: Ordinance 13XX-CS: Approving a Development Agreement between the City of Turlock and Turlock Marketplace LLC, relating to a proposed new shopping center located at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road, Turlock, California, Stanislaus County Assessor's Parcel Numbers 088-016- 001, 088-010-02, and 088-018-052 as motioned by Councilmember Abram, seconded by Bixel, and carried 4/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Philips	Mayor Bublak
Yes	Yes	Absent	Yes	Yes

10. ACTION ITEMS

None

11. CITY MANAGER REPORTS/UPDATES

City Manager reports/updates are provided for informational purposes only and no action or discussion may be undertaken. The City Manager may direct department heads to provide reports/updates at the City Manager's request.

Finance Director Moreno gave a report regarding the City's credit rating scores and the proceeds the City will receive for programs.

12. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS

Councilmember Abram thanked the Fire Fighters that are aiding in the disaster down south for their service and send them well wishes for their safety.

Councilmember Bixel extended thoughts and prayers for the Fire Fighters as well and mentioned a constituent reached out regarding the service animal, Genesis, will be deployed with members of the Lutheran Church to southern California and ask for thoughts and well-being for their journey.

Councilmember Philips thanked the Fire Fighters down south for their service and wished them a safe return home.

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
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13. COUNCILMEMBER ITEMS FOR FUTURE CONSIDERATION

Mayor Bublak asked about an update with the mobile home rehabs and having website responses and expressed appreciation if completed in 2025.

14. CLOSED SESSION

- 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 Designated Representative: City Manager Reagan Wilson
Employee Organization: Turlock Firefighters Association-Local 2434
Employee Organization: Turlock Management Association-Public Safety
- B. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency." Potential Case(s): Two (2)

15. REPORTS FROM CLOSED SESSION

None

16. ADJOURNMENT

Mayor Bublak adjourned the meeting at 8:31 p.m.

Respectfully submitted

Kelly Renteria, Deputy City Clerk

Agenda Item 7C

Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title

City Council Staff Report

January 28, 2025



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

1. ACTION RECOMMENDED:

Resolution: Finding that select equipment for City Project No. 23-046 "Well 29 Chlorination" may be expressly designated by specific brand name with no equal in order to match other products in use on a completed project at other well sites within the City of Turlock pursuant to Public Contract Code Section 3400(c)(2)

2. DISCUSSION OF ISSUE:

Chlorination is a common practice in the drinking water industry to maintain or restore drinking water to meet state standards for certain contaminant levels and is commonly used to eliminate the risk of bacteria growth. The City recently underwent a conversion from a non-chlorinated groundwater supply to a chlorinated groundwater supply upon completion of City Project No. 20-027 "Citywide Chlorination." Well 29 was not included in the scope of the citywide chlorination project. The City's distribution system is now permitted through the Department of Drinking Water (DDW) to include chlorinated groundwater sources. A requirement of the DDW permit is that all wells that contribute to the City's supply must feature wellhead disinfection systems prior to the water entering the distribution system. Well 29 currently has a temporary chlorination setup in place to be able to provide potable water to the City's supply. City staff desire to improve Well 29 with permanent chlorination facilities such that it matches the eighteen (18) well sites included in the scope of past City Project No. 20-027 "Citywide Chlorination." As of the writing of this staff report, the City and an on-call engineering design consultant, Provost & Pritchard, are in the final stages of design for City Project No. 23-046 "Well 29 Chlorination." The project scope includes installation of a sodium hypochlorite disinfection system on a skid with a storage enclosure, related piping, electrical, and instrumentation improvements in order to provide permanent chlorination capabilities to the well site. It is anticipated that an award of bid for construction will be brought before Council for approval in March 2025.

Public Contract Code 3400 requires that public agencies that let contracts for the construction, alteration, or repair of public works include specifications that do not limit the bidding to any one material or product. By default, an agency must include the words, "or equal," after naming a particular product in the specifications. Under the statute, a contractor has the right to propose substitutions and agencies must consider these proposed alternates and accept them if they are equivalent in function, form, quality, and purpose to the named material or product. However, Public Contract Code 3400(c) allows agencies to require particular items in its specifications without consideration of alternate products provided that permissible finding(s) are made by the agency. Staff seeks council's approval of a resolution authorizing the sole source specification of the following items to be furnished and installed by the awarded contractor as part of City Project No. 23-046 "Well 29 Chlorination:"

Specification no.	Equipment Description	Manufacturer	Model No.	Cost Estimate	Sole source justification
40 64 01	Programmable Logic Controller	Rockwell Automation	CompactLogix 5380 (#5069-L320ER)	\$21,000	Match existing city-wide well site equipment
40 64 01	Programmable Logic Controller Software	Rockwell Software	RSLogix5000	\$5,200	Match existing city-wide well site software
40 66 70	Radio	General Electric	Orbit LN4 MCR/ECR (#MXNCL9CN4GY NNS1FIDUNN)	\$2,800	Match existing city-wide well site equipment
40 67 01	4-wire field surge protection device	Endress + Hauser	HAW569-CB2C	\$350	Match existing city-wide well site equipment
40 30 50	Amperometric free chlorine analyzer panel	Hach	CLF10sc with sc200 controller, pH sensor and SS Panel (#2982100)	\$10,000	Match existing city-wide well site equipment
46 33 43	Chemical metering pump	Grundfos	DDA 17-7 FCM-PVC/V/C-F-31U7U7B (#97722642)	\$6,000	Match existing city-wide well site equipment

Public Contract Code Section 3400(c)(2) includes the following permissible reasons for removing the need to consider alternate "or equal" products:

(2) In order to match other products in use on a particular public improvement either completed or in the course of completion.

The items indicated in the above list were all included in the scope of City Project No. 20-027 "Citywide Chlorination" and are now in operation at each of the eighteen (18) well sites that were part of that past project. Therefore, City Council is requested to approve the sole source specification of the equipment listed above such that it matches the equipment provided with the recently completed City Project No. 20-027 "Citywide Chlorination." Matching equipment provides many benefits related to maintenance and operations as efficiencies are gained due to familiarity with equipment and stocking uniform spare parts among the various well locations within the City. For example, when an item fails at one well site, City operations staff are able to troubleshoot and resolve equipment issues more efficiently as that same equipment exists at all the other well sites and staff will have more experience with that equipment and a better understanding of what to do to resolve the issue. Additionally, it is likely that they will have extra stock on hand in the case of needing to replace a part or the entire item when equipment is standardized in this manner which leads to a decrease in equipment down time.

3. BASIS OF RECOMMENDATION:

A. Section 3400(c) of the Public Contract Code allows an agency to call for a

designated material, product, or thing in its bid specifications without consideration of substitute products proposed by the bidder when the agency makes a finding that there is a need to match other products in use on a particular public improvement either completed or in the course of completion.

- B. The sole source specification of the items listed in this staff report is necessary to allow for equipment to be provided to match the equipment installed on the eighteen (18) well sites that were recently outfitted with chlorination facilities as part of City Project No. 20-027 "Citywide Chlorination."

4. FISCAL IMPACT / BUDGET AMENDMENT:

The engineer's estimated construction cost for City Project No. 23-046 "Well 29 Chlorination" is \$588,000. The combined estimated cost of the equipment to be sole source specified is \$43,350. Limiting the bidding to one material or product does not allow for competitive bidding of the material in question, which could potentially increase the cost related to the purchase of those items. Assuming that the equipment to be listed in the specifications with "no equal" is 10 to 20 percent higher in cost than a potential substitute product, the fiscal impact related to this action is between \$4,335 and \$9,070.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

The proposed action is related to the sole source procurement of various equipment to be provided on a future capital improvement project and is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project. City staff will bring forth information related to environmental determination of City Project No. 23-046 "Well 29 Chlorination" at the time of the award of bid of the construction contract.

8. ALTERNATIVES:

- A. Council may elect not to approve the resolution. This action is not recommended because the City would potentially be required to accept equipment for Well No. 29 that does not match the equipment provided at eighteen (18) other well sites recently outfitted with chlorination facilities as part of completed City Project No. 20-027 "Citywide Chlorination."

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Project Location Map

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF FINDING THAT
SELECT EQUIPMENT FOR CITY
PROJECT NO. 23-046 "WELL 29
CHLORINATION" MAY BE EXPRESSLY
DESIGNATED BY SPECIFIC BRAND
NAME WITH NO EQUAL IN ORDER TO
MATCH OTHER PRODUCTS IN USE ON A
COMPLETED PROJECT AT OTHER
WELL SITES WITHIN THE CITY OF
TURLOCK PURSUANT TO PUBLIC
CONTRACT CODE SECTION 3400(C)(2)**

RESOLUTION NO. 2025-

WHEREAS, The City recently underwent a conversion from a non-chlorinated groundwater supply to a chlorinated groundwater supply upon completion of City Project No. 20-027 "Citywide Chlorination;" and

WHEREAS, Well No. 29 was not included in the scope of the citywide chlorination project and currently has a temporary chlorination setup in place to be able to provide potable water to the City's supply; and

WHEREAS, City staff desire to improve Well 29 with permanent chlorination facilities such that it matches the eighteen (18) well sites included in the scope of City Project No. 20-027 "Citywide Chlorination;" and

WHEREAS, as of the writing of this resolution, the City and an on-call engineering design consultant, Provost & Pritchard, are in the final stages of design for City Project No. 23-046 "Well 29 Chlorination;" and

WHEREAS, Public Contract Code 3400(c)(2) allows agencies to require particular items in its specifications without consideration of alternate products in order to match other products in use on a particular public improvement either completed or in the course of completion; and

WHEREAS, staff requests City Council approval of the equipment listed below for City Project No. 23-046 "Well 29 Chlorination" without consideration of alternate products such that they match the equipment provided with the recently completed City Project No. 20-027 "Citywide Chlorination"

Specification no.	Equipment Description	Manufacturer	Model No.	Cost Estimate	Sole source justification
40 64 01	Programmable Logic Controller	Rockwell Automation	CompactLogix 5380 (#5069-L320ER)	\$21,000	Match existing city-wide well site equipment
40 64 01	Programmable Logic Controller Software	Rockwell Software	RSLogix5000	\$5,200	Match existing city-wide well site software
40 66 70	Radio	General Electric	Orbit LN4 MCR/ECR (#MXNCL9CN4GY NNS1FIDUNN)	\$2,800	Match existing city-wide well site equipment
40 67 01	4-wire field surge protection device	Endress + Hauser	HAW569-CB2C	\$350	Match existing city-wide well site equipment
40 30 50	Amperometric free chlorine analyzer panel	Hach	CLF10sc with sc200 controller, pH sensor and SS Panel (#2982100)	\$10,000	Match existing city-wide well site equipment
46 33 43	Chemical metering pump	Grundfos	DDA 17-7 FCM-PVC/V/C-F-31U7U7B (#97722642)	\$6,000	Match existing city-wide well site equipment

; and

WHEREAS, the items indicated in the above list were all included in the scope of City Project No. 20-027 "Citywide Chlorination" and are now in operation at each of the eighteen (18) well sites that were part of that past project; and

WHEREAS, matching equipment provides many benefits related to maintenance and operations as efficiencies are gained due to familiarity with equipment and stocking uniform spare parts among the various well locations within the City; and

WHEREAS, when an item fails at one well site, City operations staff are able to troubleshoot and resolve equipment issues more efficiently as that same equipment exists at all the other well sites and it is more likely that extra stock for the equipment will be on hand leading to a decrease in equipment down time; and

WHEREAS, the proposed action is related to the sole source procurement of various equipment to be provided on a future capital improvement project and is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines because this action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project; City staff will bring forth information related to environmental determination of City Project No. 23-046 "Well 29 Chlorination" at the time of the award of bid of the construction contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby find that select equipment for City Project No. 23-046 "Well 29 Chlorination" may be expressly designated by specific brand name with no equal in order to match other products in use on a completed project at other well sites within the City of Turlock pursuant to Public Contract Code Section 3400(c)(2).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California



PROJECT LOCATION MAP

City Project No. 23-046 "Well 29 Chlorination"

City Council Staff Report

January 28, 2025



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

1. ACTION RECOMMENDED:

Resolution: Rescind Resolution 2021-243 and adopt a new resolution designating the authorized signatures for the City of Turlock bank accounts with Westamerica Bank.

2. DISCUSSION OF ISSUE:

On December 14, 2021 the City Council approved Resolution 2021-243 designating the authorized signers on the various City bank accounts with Westamerica Bank. These signers are authorized to endorse on behalf of the City of Turlock any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

With the election of a new City Treasurer, the signature cards for the City's bank accounts with Westamerica Bank need to be updated.

3. BASIS OF RECOMMENDATION:

Authorized signers on the designated Westamerica bank accounts need to be updated to reflect current staffing.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal impact.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

There are no alternatives. Bank accounts need to be updated to reflect current staffing.

9. ATTACHMENTS:

1. Authorized Bank Signatures Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF RESCINDING
RESOLUTION NO. 2021-243 AND ADOPTING
A NEW RESOLUTION DESIGNATING THE
AUTHORIZED SIGNATURES FOR THE CITY
OF TURLOCK BANK ACCOUNTS WITH
WESTAMERICA BANK**

RESOLUTION NO. 2025-XXX

WHEREAS, on December 14, 2021 the City Council adopted Resolution No. 2021-243 designating the authorized signers on the various City bank accounts with Westamerica Bank; and

WHEREAS, the City has experienced signatory changes since the adoption of Resolution No. 2021-243; therefore, the signature cards need to be updated; and

WHEREAS, the City Manager of the City of Turlock is authorized to open or maintain the accounts with Westamerica Bank contained in the Bank's signature card and agreement; and

WHEREAS, the persons or combinations of persons listed as signers on the signature card are authorized to endorse, on behalf of the organization, any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby ratify and confirm the acts of its officers, agents or employees in heretofore opening these accounts with Westamerica Bank together with any acts performed in relation thereto.

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby rescind Resolution No. 2021-243 and adopt a new Resolution designating the following authorized individuals to sign on the City of Turlock bank accounts as follows:

Accounts Payable Account

Amy Bublak, Mayor
Isaac Moreno, Finance Director
Michael Abram, City Treasurer
Nadine Silva, Principal Accountant
Reagan M. Wilson, City Manager

Payroll Account

Amy Bublak, Mayor
Isaac Moreno, Finance Director

Michael Abram, City Treasurer
Reagan M. Wilson, City Manager

Workers Comp Account

3 Designees from Keenan
Alison Arias, Principal Human Relations Analyst

Daily Receipt Account

Isaac Moreno, Finance Director
Nadine Silva, Principal Accountant

Preferred Public Money Market Savings Account

Isaac Moreno, Finance Director
Nadine Silva, Principal Accountant
Michael Abram, City Treasurer

Christmas Account

Alison Arias, Principal Human Relations Analyst
Isaac Moreno, Finance Director
Jessie Dhami, Human Relations Director

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

January 28, 2025



From: Adrienne Werner, Development Services Director
Prepared by: Adrienne Werner, Development Services Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 2 to the Memorandum of Understanding between the City of Turlock and the Stanislaus Council of Governments (StanCOG) to accept an increase in the suballocation of Regional Early Action Plan (REAP) funds in the amount not to exceed \$55,000 and appropriating \$55,000 to account number 271-40-400.452.34168 Regional Early Action Plan (REAP) funding.

2. DISCUSSION OF ISSUE:

California Health and Safety Code Section 50515.02 provided \$125 million in planning grants for local governments. A San Joaquin Valley Multi-Agency Working Group (SJV Working Group) was created, including regional councils of governments from Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare counties.

On August 14, 2020, the California Department of Housing and Community Development (HCD) awarded \$10,218,830.75 to the SJV Working Group. The Stanislaus Council of Governments (StanCOG) allocated these funds based on population, with a \$35,000 minimum for housing element updates in each jurisdiction. To receive its share, the City had to sign a Memorandum of Understanding (MOU) with Stanislaus County. On November 15, 2022, the City Council authorized the City Manager to complete the required documents to secure the grant.

The City of Turlock received \$54,120.18 from HCD's first funding package and most recently as Amendment 1 to the MOU StanCOG notified the City that an additional \$73,401.14 was available. The City Council approved Amendment 1 to the MOU accepting the \$73,401.14 allocation.

On December 12, 2024, StanCOG notified the City of Turlock that HCD is still considering additional REAP 1.0 funding that StanCOG requested on behalf of all of the eligible jurisdictions in Stanislaus County. The City of Turlock requested an additional \$55,000. Should HCD approve StanCOG's request and provide the additional funding an executed Amendment 2 to the MOU is required. It is important to note that Amendment 2 to the MOU is contingent on StanCOG receiving the requested additional funds from HCD. The execution of Amendment 2 to the MOU is in anticipation of receiving the additional funds and to help expedite reimbursement from HCD.

The Housing Element must comply with state law in order for HCD to approve the document. The additional funds will pay for work being done on the sixth cycle Housing Element update to ensure compliance with current State Housing Laws.

3. BASIS OF RECOMMENDATION:

StanCOG requires an amendment to the MOU to receive HCD's additional funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Increase appropriations in account 271-40-400-452.34168 - REAP Grant, in the amount of \$55,000 and increase the appropriations in account 271-40-400-452.43055_000 - Consultant General, in the amount of \$55,000.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the amendment of an existing Memorandum of Understanding (MOU) between the Stanislaus Council of Governments and the City of Turlock to receive additional suballocation of Regional Early Action Planning (REAP) Funds. This action will not result in direct or indirect physical changes in the environment.

8. ALTERNATIVES:

1. Council could choose to not accept the additional REAP funds. Staff does not recommend this option as this is an opportunity to receive additional revenue to complete the update of the Housing Element that the General Fund would otherwise have to fund.

9. ATTACHMENTS:

1. Amendment 2 MOU Resolution
2. Executed REAP MOU Turlock
3. Amendment 1 of MOU with StanCOG
4. Amendment 2 of MOU with StanCOG

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING
AMENDMENT 2 TO THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE
CITY OF TURLOCK AND STANISLAUS
COUNCIL OF GOVERNMENTS
(STANCOG) TO ACCEPT AN INCREASE IN
THE SUBALLOCATION OF REGIONAL
EARLY ACTION PLANNING (REAP)
FUNDS IN THE AMOUNT NOT TO EXCEED
\$55,000 AND APPROPRIATING \$55,000
TO FUND 271 “DEVELOPMENT SERVICES
GRANTS ACCOUNT NUMBER 271-40-400-
452.34168 REGIONAL EARLY ACTION
PLANNING (REAP) AND APPROPRIATING
\$55,000 TO ACCOUNT NUMBER 271-40-
400-452.43055_000 CONSULTANT
GENERAL.**

RESOLUTION NO. 2025-

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) issued a Notice of Funding Availability (NOFA) as part of the Regional Government Planning Support Grants Program (herein after referred to by the Department as the Regional Early Action Planning Grants program or REAP); and

WHEREAS, pursuant to section 50515.02 of the Health and Safety Code, a San Joaquin Valley Multi Agency Working Group was formed in accordance with subdivision (c), consisting of the Fresno Council of Governments, the Kern Council of Governments, the Kings County Association of Governments, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, and the Tulare County Association of Governments, representing the Counties of Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare (the “SJV Working Group”); and

WHEREAS, on August 14, 2020, HCD approved an allocation of \$10,218,830.75 in grant funds (the “Initial Grant”) to the members of the SJV Working Group; and

WHEREAS, the Initial Grant will be distributed in three separate funding packages and StanCOG is expected to receive approximately \$415,000 and \$1,065,000, as part of the first and third funding packages respectively, for a total of approximately \$1,480,000 to be distributed to the local agencies; and

WHEREAS, on March 17, 2021, the StanCOG Policy Board approved by Resolution

20-27 the Regional Early Action Planning (REAP) Suballocation Methodology of funding by percent of population adjusted for a minimum funding floor of \$35,000, effectively suballocating approximately \$1,480,097.57 of the REAP grant funds ("Grant Funds") to StanCOG's local member agencies for funding their planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of RHNA; and

WHEREAS, the City of Turlock was suballocated \$54,120.18 through the REAP Grant Funds as part of the first and third funding packages; and

WHEREAS, the City Council of the City of Turlock entered into a Memorandum of Understanding with StanCOG, on November 15, 2022, to receive the suballocation of \$54,120.18 of REAP Funds to facilitate compliance to implement the sixth cycle of regional housing need assessment; and

WHEREAS, the City Council of the City of Turlock entered into Amendment 1 of the Memorandum of Understanding with StanCOG, on November 18, 2024, to receive an additional \$73,401.14 through the REAP Grant funds as part of HCD's funding package; and

WHEREAS, the City Council of the City of Turlock desires to amend the Memorandum of Understanding with StanCOG to receive an additional suballocation of \$55,000 through the REAP Grant funds as part of HCD's funding package to facilitate compliance with the implementation of the sixth cycle regional housing need assessment; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment 2 of the Memorandum of Understanding between Stanislaus Council of Governments (StanCOG) and the City of Turlock for suballocation of Regional Early Action Planning (REAP) funds and authorize receipt of REAP funds and authorizing the City Manager to enter into, execute and deliver the MOU, and any and all other documents necessary to secure the suballocation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

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

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

MEMORANDUM OF UNDERSTANDING
between
STANISLAUS COUNCIL OF GOVERNMENTS (StanCOG),
and
CITY OF TURLOCK
FOR
SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING (REAP) FUNDS

This Memorandum of Understanding (“MOU”) is dated November 15, 2022, for reference purposes, by and between the Stanislaus Council of Governments, a joint powers authority established under California Government Code section 6500 et seq., (hereinafter “StanCOG”) and the City of Turlock (hereinafter “Sub-Recipient”) for suballocation of Regional Early Action Planning (REAP) grant funds. StanCOG and the Sub-Recipient are individually referred to herein as “Party” and may be collectively referred to herein as “Parties”.

RECITALS

A. WHEREAS, the Stanislaus Council of Governments (StanCOG) is the Regional Transportation Planning Agency (RTPA) and Metropolitan Planning Organization (MPO) for the Stanislaus region, pursuant to State and Federal designation; and

B. WHEREAS, pursuant to California Health and Safety Code section 50515.02, the State of California Department of Housing and Community Development (“HCD”) made available \$125,000,000 in local government planning support grants to regional entities and working groups as outlined by the statute; and

C. WHEREAS, HCD released a Notice of Funding Availability (“NOFA”) for \$118,750,000 for the Regional Early Action Planning Grant Program (REAP) to councils of governments and other regional entities with said funds to be released in three packages of funding; and

D. WHEREAS, pursuant to section 50515.02 of the Health and Safety Code, a San Joaquin Valley Multi Agency Working Group was formed in accordance with subdivision (c), consisting of the Fresno Council of Governments, the Kern Council of Governments, the Kings County Association of Governments, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, and the Tulare County Association of Governments,

representing the Counties of Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare (the **"SJV Working Group"**); and

E. WHEREAS, HCD is authorized to provide up to \$18,975,000 of REAP grant funds to the members of the SJV Working Group; and

F. WHEREAS, on August 14, 2020, HCD approved an allocation of \$10,218,830.75 in grant funds (the **"Initial Grant"**) to the members of the SJV Working Group; and

G. WHEREAS, a portion of the Initial Grant is available to the members of the SJV Working Group and the majority of the REAP Funds will be allocated to the local jurisdictions for compliance with Regional Housing Needs Allocation (**"RHNA"**) numbers that are developed to update the housing element of the local jurisdictions as well as other planning activities that would increase housing production; and

H. WHEREAS, the Initial Grant will be distributed in three separate funding packages and StanCOG is expected to receive approximately \$415,000 and \$1,065,000, as part of the first and third funding packages respectively, for a total of approximately \$1,480,000 to be distributed to the local agencies; and

I. WHEREAS, on March 17, 2021, the StanCOG Policy Board approved by Resolution 20-27 the Regional Early Action Planning (REAP) Suballocation Methodology of funding by percent of population adjusted for a minimum funding floor of \$35,000 dollars, effectively suballocating approximately \$1,480,097.57 of the REAP grant funds (**"Grant Funds"**) to StanCOG's local member agencies for funding their planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of RHNA; and

J. WHEREAS, the City of Turlock is to be suballocated \$54,120.18 through the REAP Grant Funds as part of the first and third funding packages; and

K. WHEREAS, HCD will release the third funding package to the SJV Working Group when it has been demonstrated to HCD's satisfaction, with proper invoicing and tracking results, that the local agencies have conducted activities to advance housing-related planning activities and have properly spent funds of the first funding package; and

L. WHEREAS, the Parties will amend this MOU or enter into a subsequent MOU to address the third funding package released by HCD; and

M. WHEREAS, StanCOG and its participating local member agencies (sub-recipients) will only conduct activities that advance their housing element update in compliance with the sixth cycle of RHNA and any other housing-related planning activities that accelerate housing production and are eligible according to HCD's requirements; and

N. WHEREAS, technical assistance will be provided by StanCOG, or other members of the SJV Working Group; and

O. WHEREAS, the Sub-Recipient's selected project manager, in coordination with StanCOG's selected project manager, will ensure the Scope of Work is performed by the Sub-Recipient; and

P. WHEREAS, the conditions described in this MOU will begin on the Effective Date and shall be completed by June 30, 2023.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and condition hereinafter contained, the Parties hereto agree as follows:

AGREEMENT

1. **Recitals**

The recitals above are hereby incorporated in this Memorandum of Understanding as if fully set forth herein.

2. **Compliance with Laws:**

Sub-Recipient must comply with all applicable Federal, State, local laws, codes, ordinances and regulations. Sub-Recipient must specifically comply with the provisions of California Health and Safety Code Sections 50515 *et seq.*, outlined by California's Department of Housing and Community Development 2020 Notice of Funding Availability (NOFA) for REAP. Further, Sub-Recipient will require the appropriate debarment certification form from all contractors and Sub-Recipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

3. **Scope of Work**

Sub-Recipient shall conduct the scope of work described in **Exhibit "A", "Scope of Work."** Sub-Recipient will not be compensated for activities outside the Scope of Work outlined in Exhibit "A", unless otherwise mutually agreed upon in writing by the Parties.

4. **Maximum Contract Amount**

The amount to be paid to Sub-Recipient under this MOU will not exceed Fifty Four Thousand One Hundred Twenty and 18/100 Dollars (\$54,120.18), which amount represents Sub-Recipients allocation under HCD's first funding package, unless agreed upon in advance by the Parties pursuant to a written amendment signed by the authorized signer for each party. In no instance will StanCOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

5. Invoices and Progress Reports

A. Not less frequently than quarterly, Sub-Recipient will provide StanCOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement. Invoices shall, at a minimum, be for the periods ending March, June, September and December of each fiscal year. Invoices for work completed through June 30 of a fiscal year must be submitted by July 30. Sub-Recipient shall submit written invoices by e-mail to StanCOG at finance@stancog.org. Sub-Recipient shall also provide to StanCOG a copy of its annual progress report that is submitted to HCD annually in April. Sub-Recipient's failure to comply with any of the reporting requirements in this MOU may impact the ability to receive future REAP Grant Funds.

B. Payments to Sub-Recipient hereunder will be made in arrears. Sub-Recipient shall be paid within thirty (30) days following the receipt and approval of each invoice by StanCOG. Sub-Recipient will submit a detailed and properly documented invoice on its letterhead for reimbursement which invoice will include the following: (i) a description of the work performed, (ii) name of Sub-Recipient and Consultant personnel performing the work; (iii) a detailed accounting of costs incurred, and (iii) evidence that Sub-Recipient has already incurred costs for the Project. Attached as Exhibit "B" is StanCOG's matrix of required supporting documentation for Sub-Recipient's invoices. Invoices for expenditures incurred prior to the Effective Date will not be reimbursed.

C. Sub-Recipient shall submit narrative reports indicating percentage of completion with each set of invoices to allow StanCOG's Project Manager to determine if Sub-Recipient is performing to expectations, is on schedule, is within funding limitations, as well as to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed. Attached as Exhibit "C" is StanCOG's Quarterly Reporting Form.

D. If the Sub-Recipient is seeking reimbursement for indirect costs, they must annually submit an Indirect Cost Allocation Plan (ICAP) or an Indirect Cost Rate Proposal (ICRP) to its cognizant agency for indirect costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The cognizant agency for indirect costs means the agency responsible for reviewing, negotiating, and approving indirect cost allocation plans and indirect cost proposals. The Sub-Recipient must include their estimated indirect cost rate in the project application and provide a copy of the acceptance letter from their cognizant agency for the approved ICAP or ICRP for the current fiscal year. Indirect costs may be sought for reimbursement only after the Sub-Recipient has received ICAP/ICRP approval from its cognizant agency.

E. Sub-Recipient will be notified within ten (10) business days following receipt of its invoice by StanCOG of any circumstances or data identified by StanCOG in Sub-Recipient's invoice that would cause withholding of approval and subsequent payment. If StanCOG disputes

any portion of a request for payment, StanCOG shall pay the undisputed portion of such request as herein provided and shall promptly notify Sub-Recipient of the amount in dispute and the reason therefore.

F. Sub-Recipient will require its Consultants pay any subconsultants for satisfactorily completed work no later than thirty (30) days of receipt of each payment from the Sub-Recipient, unless a longer period is agreed to in writing.

G. Any costs for which the Sub-recipient receives reimbursement that is determined by a subsequent audit or other review by either StanCOG, HCD or other State of California authorities to be ineligible or otherwise unallowable, are to be repaid by the Sub-Recipient within thirty (30) calendar days of the Sub-Recipient receiving notice of audit findings and penalties or related fees, as determined by HCD or other State authorities (Health and Safety Code section 50515.04(e)). Should the Sub-Recipient fail to reimburse unallowable costs to StanCOG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, StanCOG is authorized to withhold future payments due to the Sub-Recipient.

6. Term/Timeline

The term of this MOU shall begin on the “Effective Date” of this MOU which shall be the last date of execution by the parties hereto. All work identified in the Scope of Work must be completed by June 30, 2023, unless terminated earlier as provide herein. No extensions will be granted.

7. Allowable Uses of Grant Funds

A. StanCOG shall not award funds unless it is determined that the Grant Funds for the Sub-Recipient shall be expended in compliance with the 2020 Notice of Funding Availability (NOFA) for the REAP Grant Program pursuant to Division 31, Part 2, Chapter 3.1 of Health and Safety Code, Sections 50515 *et seq.*

B. Grant Funds shall only be used by Sub-Recipient for housing planning activities approved by StanCOG that are in accordance with the NOFA published by California Department of Housing and Community Development (HCD).

C. Grant Funds may not be used for administrative or staffing costs of persons employed by the Sub-Recipient for activities not related to the eligible housing planning activities, nor may these funds be used for consultants employed by Sub-Recipient for activities that are not related to the eligible housing planning activities.

D. Sub-Recipient shall use no more than three percent (3%) of its total Grant Funds or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is greater, for administrative costs and purposes related to eligible activities. For purposes of this MOU, administrative costs are defined as: preparing invoices and supporting documentation; preparing quarterly progress

reports; and participating in project management meetings. Additional funds may be used from other sources solely contributed by the Sub-Recipient to support the Sub-Recipient's administration of the project.

8. Accounting, Audit, Retention and Inspection of Records

A. Sub-Recipient, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and providesupport for reimbursement payment voucher or invoices.

B. Sub-Recipient shall establish a separate ledger account for receipts and expenditure of the Grant Funds and maintain expenditure details in accordance with the Scope of Work, project Schedule and budget.

C. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

D. Sub-Recipient agrees that StanCOG, HCD and the State of California or their designated representative(s) shall have the right to review, obtain, copy and audit all books, records, accounts, documentation and any other materials, collectively "Records", pertaining to the performance of this MOU.

E. Sub-Recipient agrees to provide StanCOG or its designee, HCD, or any other State or Federal agency, with any relevant information requested and will permit StanCOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations.

F. Sub-Recipient agrees to maintain Records for a period of three (3) years after final payment under the MOU or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this MOU and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this MOU, all records must be retained by the Sub-Recipient, its contractors and subcontractors until completion of the action and resolution of all issues which arise from it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of

the matter. StanCOG and HCD shall have the right to audit Sub-Recipient Records and interview employees.

G. If requested by StanCOG upon expiration of this MOU, Sub-Recipient will deliver all Records relevant to the Scope of Work to be delivered to StanCOG as a depository.

9. Project Manager/Staffing

A. The Project Manager's for the Parties are identified below. Sub-Recipient may not substitute its Project manager without prior written agreement by StanCOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent pursuant to Section 13, any notice, report or other communication required by this MOU will be mailed by first-class mail or e-mailed with confirmation of receipt to the respective Project Manager at the addresses identified below.

B. During the term of this MOU, the representative project managers for StanCOG and Sub-Recipient will be:

StanCOG

Elisabeth Hahn
Deputy Director of Planning and
Programming

Sub-Recipient

Katie Quintero
Development Services Director

Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354
Telephone: (209) 525-4632
Email: iojeda@stancog.org

City of Turlock
156 S. Broadway, Suite 120
Turlock, CA 95380
Telephone: (209) 668-5640
Email: kquintero@turlock.ca.us

10. Subsequent MOUs

Sub-Recipient understands and agrees that subsequent MOUs may be necessary to facilitate the distribution of further grant funding from HCD under Division 31, Part 2, Chapter 3.1, section 50515 *et seq.* of the Health and Safety Code. The Sub-Recipient hereby commits to negotiate the terms and conditions of such subsequent MOUs in good faith, in order to achieve concurrence and ensure execution of same in a timely fashion.

11. Disputes

A. In the event of a dispute among the Parties concerning a question of fact arising under this MOU that is not disposed of by agreement, which involves a decision by HCD's Housing Policy Development Manager (or the Manager's designee) who may consider any written or verbal evidence submitted by StanCOG, the decisions of HCD shall be final and not subject to further appeal pursuant to Health and Safety Code Section 50515.04(g). StanCOG shall include in such submittal to HCD any written or verbal evidence submitted to StanCOG by

the Sub-Recipient as part of this process. Neither the pendency of a dispute nor its consideration by HCD will excuse the Parties from full and timely performance in accordance with the terms of this MOU.

B. For other disputes and except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:

- i. A meeting shall be held promptly between the Parties that will be attended by the Sub-Recipient's Project Manager and StanCOG's Project Manager as well as individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.

C. If the Parties are unsuccessful in resolving the dispute under B.i., above, they may:

- ii. Agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
- iii. Initiate litigation following advance written notice to the other Party of not less than thirty (30) days.

D. If any Party should bring a legal action against the other to enforce the terms of this MOU, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction in said proceeding.

12. Termination

A. Either Party may terminate this MOU for any reason at any time upon thirty (30) days written notice. The notice for early termination may permit the Sub-Recipient or StanCOG to rectify any deficiency(ies) prior to the early termination date. The Sub-Recipient will submit any requested documents to StanCOG within twenty (20) days of the early termination notice.

B. If either party issues a notice of termination, StanCOG will reimburse Sub-Recipient for work actually performed up to the effective date of the notice of termination less any compensation to StanCOG for damages suffered as a result of Sub-Recipient's failure to comply with the terms of this MOU.

C. Sub-Recipient will have the right to terminate this MOU in the event StanCOG is unable to make required payments, including, without limitation, a failure of HCD to appropriate funds. In such event, Sub-Recipient will provide StanCOG with ten (10) days written notice of termination. StanCOG will make payment to Sub-Recipient through the date of termination.

13. Notices

A. Any notice(s) required pursuant to this MOU shall be made in writing by hand-delivery, facsimile, first-class mail (registered or certified, return receipt requested), overnight courier service, or by electronic mail if the Party to be provided notice has provided its email address to the other Party. Notices of changes or amendments to this MOU, disputes, or court action must be served pursuant to non-electronic means provided for in this section.

B. All notices shall be deemed given and effective on the earliest of: (a) the date of transmission if such notice or communication is delivered via facsimile or electronic mail prior to 5:00 p.m. PST on a business day; (b) the next business day if such notice or communication is delivered via facsimile or electronic mail later than 5:00 p.m. PST on a business day; (c) the third business day following the date of mailing if sent by U.S. mail, nationally recognized courier service; or (d) upon actual receipt by the party to whom such notice is personally given.

C. Notices may be provided at the following addresses below. Each Party reserves the right to change its address for purposes of notice by providing written notice to the other Party.

To StanCOG: Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354
Attention: Elisabeth Hahn
Telephone: (209) 525-4600
Facsimile: (209) 558-7833
Email: ehahn@stancog.org

To Sub-Recipient: City of Turlock
156 S. Broadway Suite 120
Turlock, CA 95380
Attention: Katie Quintero
Telephone: (209) 668-5640

14. Amendments.

This MOU may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this MOU and attached to the original MOU to maintain continuity.

15. Insurance

A. Sub-Recipient shall, at its own expense, procure and maintain in effect at all times during this MOU, insurance coverage provided by a California admitted insurer licensed to transact business in California, as least as broad as hereinafter provided, including insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services set forth in Exhibit "A" of this MOU by the Sub-Recipient or Sub-Recipient's agents, representatives, employees, or subcontractors as follows:

i. General Liability.

Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than ONE MILLION DOLLARS (\$1,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act by Sub-Recipient under this MOU or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability Insurance.

If the Sub-Recipient or the Sub-Recipient's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this MOU, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury damage with limits of no less than ONE MILLION DOLLARS (\$1,000,000) per incident or occurrence, and providing property damage liability of no less than TWO HUNDRED FIFTY THOUSAND DOLLARS \$250,000 per incident or occurrence.

iii. Workers' Compensation Insurance.

Workers' Compensation Insurance as required by the California Labor Code. In signing this MOU, the Sub-Recipient certifies under section 1861 of the California Labor Code that Sub-Recipient is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Sub-Recipient will comply with such provisions before commencing the performance of the work of this contract, as necessary.

iv. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00).

B. Deductibles, Self-Insured Retentions, Named Insured. Any deductibles, self-insured retentions, or name insureds must be declared in writing and approved by StanCOG.

C. Waiver of Subrogation, Additional Insured. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability and Automobile Liability Coverages.

Endorsement providing that the Sub-Recipient's insurance shall waive all rights of subrogation against StanCOG's insurers and StanCOG; or the Sub-Recipients's insurance shall list StanCOG as additional insureds under the insurance policy.

ii. Worker's Compensation Coverages.

Endorsements providing that the Sub-Recipient's insurance shall waive all rights of subrogation against StanCOG's insurers and StanCOG.

D. Other Insurance provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability and Automobile Liability Coverages.

Endorsements providing that such insurance is the primary insurance and no insurance of StanCOG will be called upon to contribute to a loss.

The Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. All Coverage.

Each insurance policy required by this paragraph shall not be altered, suspended, voided, or canceled by either party, or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to StanCOG.

Any failure of Sub-Recipient to comply with reporting provisions of the policies shall not affect coverage provided to StanCOG or StanCOG's board members, officers, employees, or volunteers.

E. Verification of Coverage. Prior to performing any term or condition of the MOU, Sub-Recipient shall furnish StanCOG with evidence of insurance effecting coverage required by this section.

F. Subcontractors. All insurance coverage for subcontractors shall be subject to all of the insurance and indemnity requirements stated herein.

16. Indemnification

Except for the active negligence or willful misconduct of StanCOG and any of its directors, officers, agents, employees, assigns, and successors in interest, the Sub-Recipient undertakes and

agrees to defend, indemnify, and hold harmless StanCOG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including StanCOG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors or omissions or violations of law by the Sub-Recipient, employees and agents in connection with its activities in pursuing the Project or under this MOU. The Sub-Recipient further agrees to require its Consultant(s) to provide indemnification for StanCOG to the same extent as the Sub-Recipient, in the contract(s) between the Sub-Recipient and its Consultant for work related to this Agreement.

17. Independent Contractor, No Joint Venture

The Sub-Recipient and its Consultant(s), officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of StanCOG.

18. Assignment

Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent will not be unreasonable withheld. Any assignment without such written consent shall be void and unenforceable.

19. Successors

This MOU shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

20. Entire Agreement

This MOU contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged or terminated unless the same is in writing executed by the parties. Sub-Recipient and StanCOG represent that in entering this MOU, they have not relied on any previous representations, inducements, or understandings of any kind or nature.

21. Severability

If any portion of this MOU or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or local statutes, ordinance, or regulations the remaining provisions of this MOU or application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this MOU are severable.

22. Governing Law

All questions pertaining to the validity and interpretation of this MOU shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State. Any dispute not resolved by informal means between the parties to this MOU may be adjudicated in a court of law under the laws of the State of California.

23. Waiver of Default

Waiver of any default by either party to this MOU shall not be deemed a waiver of any subsequent default. Waiver or breach of any provision of this MOU shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this MOU unless modified pursuant to the terms of this MOU.

24. Counterparts and Electronic Signatures

A. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

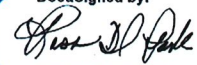
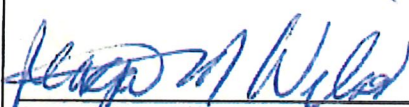
B. Each Party agrees that this MOU and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this MOU or such other documents are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

25. Authority

The Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake administration of the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Sub-Recipient's governing body.

******Signatures contained on next page******

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto and shall become effective when executed by both parties.

Stanislaus Council of Governments, a joint powers agency	City of Turlock
DocuSigned by:  B272FA0E65EA487... Rosa De Leon Park Its Executive Director 1/5/2023	 Reagan M. Wilson City Manger 11/22/22
Date	Date

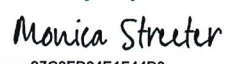
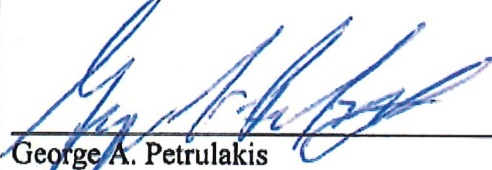
APPROVED AS TO FORM	APPROVED AS TO FORM
DocuSigned by:  97C3FD94E1F44D8... Monica Streeter General Counsel	 George A. Petoulakis City Attorney

Exhibit A: Scope of Work

Project Description

Local Agency: City of Turlock

Project/Activity Name: 6th Cycle Housing Element Update

Project Location: City of Turlock

Project Housing Nexus:

Check all that apply.

☐ Reduce Time

☒ Impact on housing supply and/or affordability

☐ Reduce Development
Costs

☐ Increase approval certainty and/or streamline
entitlements

☐ Infrastructure Capacity

☐ Other: _____

Project Goal Statement:

(Describe the impacts of your project on the acceleration of housing production.)

As part of the update to the Housing Element the City of Turlock will evaluate existing housing needs, special housing needs and projected housing needs as well as conduct a site inventory analysis to evaluate the potential capacity within the City to meet these various housing needs. Constraints to housing development will also be evaluated and the City will plan for how to increase housing opportunities and how to remove constraints to housing production.

Project Description:

(Include a high-level summary of your project.)

The City of Turlock will engage a consultant to help prepare the update to the Housing Element. Public meetings to solicit public input will be held as well as workshops with the Planning Commission and City Council. The Housing Element will be updated in accordance with all requirements to be certified by HCD.

Implementation:

(Summarize plans for adoption or implementation or next steps. If the project is one component of a larger effort, such as a study that will support fee reductions, please specify how this project fits into the larger housing effort.)

Exhibit A: Scope of Work

Project Tasks, Deliverables, Timeline and Budget Tracking

Project Description		Timeline		Budget		Status	
Task ID	Task Description	Start Date	End Date	Budget	Actual	Progress	Notes
1	Describe Task						
1	6 th Cycle Housing Element Update	December 2023		\$354,120.18	\$54,120.18		LEAP \$300,000

Exhibit B: Sample Invoice Report Form

Use Agency Letterhead

SAMPLE

INVOICE

Exhibit Invoice to: _____

Date: _____

Invoice #: _____

Invoice Period: _____

MOU #: _____

OWP #: _____

Project Title: _____

Cost Categories	Quantity	Rate	Amount	Budget	Current Invoice	Previously Invoiced	ITD Expenditure	Balance
Tasks (labor only)								
Task 1					\$0.00	\$0.00	\$0.00	\$0.00
Task 2					\$0.00	\$0.00	\$0.00	\$0.00
Task 3					\$0.00	\$0.00	\$0.00	\$0.00
Task 4					\$0.00	\$0.00	\$0.00	\$0.00
Task 5					\$0.00	\$0.00	\$0.00	\$0.00
Task 6					\$0.00	\$0.00	\$0.00	\$0.00
Task 7					\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Tasks:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Overhead & Fringe (if applicable)								
Overhead					\$0.00	\$0.00	\$0.00	\$0.00
Fringe					\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Overhead & Fringe:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Fee (if applicable)								
Fixed Fee					\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Fixed Fee:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs (ODCs)								
Travel					\$0.00	\$0.00	\$0.00	\$0.00
Recreation - Health Care & Wellness					\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - ODCs:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant/Subcontractor								
Consultant 1					\$0.00	\$0.00	\$0.00	\$0.00
Consultant 2					\$0.00	\$0.00	\$0.00	\$0.00
Consultant 3					\$0.00	\$0.00	\$0.00	\$0.00
Consultant 4					\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Consultant/Subcontractor:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Please read check to:

CITY OF HUD

Address:

City State ZIP

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal and/or administrative penalties for fraud, false statements, false claims, or otherwise.

Signature of an Authorized Official _____ Title _____

Full Name of An Official who is authorized to _____ Date _____

Health and/or Organization _____

Exhibit C: Quarterly Reporting Form**Stanislaus Council of Governments (StanCOG)****REAP Suballocation MOU Quarterly Report**

Regional Entity	Local Agency	Activity Name
StanCOG	[Insert name]	
California Health and Safety Code Sections 50515 to 50515.05, established for the purpose of providing regions and jurisdictions with funding for housing planning activities that process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the Regional Housing Need Assessment (RHNA)		
BRIEF ACTIVITY DESCRIPTION:		

1) BRIEFLY SUMMARIZE THE STATUS OF THE ACTIVITIES

A) Describe Tasks

B) Outline which HCD eligible activity above Activity falls under

2) STATE WHAT STILL NEEDS TO BE COMPLETED ON THIS ACTIVITY?**3) DESCRIBE HOW MUCH FUNDING WILL BE USED AND FOR WHAT**

A) Identify any contracts initiated

4) PROVIDE SCHEDULE OF ACTIVITIES

5) PROVIDE CONTACT INFO FOR PROJECT MANAGER/LEAD STAFF PERSON(S)

6) AMENDMENT

A) If any changes to project scope, cost, and/or schedule have occurred fill out this section, if not then skip

7) PROVIDE SIGNATURE AND DATE BELOW

PERSON PREPARING THIS REPORT (please type or print)	PHONE and EMAIL:
APPROVAL AUTHORITY (signature)	
Date:	

AMENDMENT 1
MEMORANDUM OF UNDERSTANDING
between
STANISLAUS COUNCIL OF GOVERNMENTS
and
CITY OF TURLOCK

for
SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING (REAP) FUNDS

THIS AMENDMENT 1 to the Memorandum of Understanding is made and entered into between the Stanislaus Council of Governments (StanCOG) and the City of Turlock (“**Sub-Recipient**”) and is dated June 1, 2024, for reference purposes.

Recitals

A. WHEREAS, StanCOG and Sub-Recipient have entered into that certain Memorandum of Understanding, dated January 5, 2023, with a Scope of Work completion date of June 30, 2023 (the “**MOU**”).

B. WHEREAS, the parties desire to amend the MOU to reflect the State of California Department of Housing and Community Development (“HCD”) has extended the time in which the MOU Scope of Work can be completed.

C. WHEREAS, the MOU identifies HCD will release a third REAP funding package and that an amendment to the MOU would be necessary to allocate that funding to Sub-Recipient.

D. WHEREAS, the parties desire to amend the MOU to identify the new timeline in which the MOU Scope of Work must be completed and to allocate the third round of REAP funding.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1. Section 4, Maximum Contract Amount, is hereby amended to read in full as follows:

4. **Maximum Contract Amount**

The amount to be paid to Sub-Recipient under this MOU will not exceed Fifty

Four Thousand, One Hundred Twenty and 18/100 Dollars (\$54,120.18) which amounts represents Sub-Recipients allocation under HCD's first funding package, *and* Seventy Three Thousand, Four Hundred One and 14/100 Dollars (\$73,401.14), which amount represents Sub-Recipients allocation under HCD's third funding package, unless agreed upon in advance by the Parties pursuant to a written amendment signed by the authorized signer for each Party. In no instance will StanCOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Nor shall StanCOG be liable for any amounts if HCD fails to appropriate funds.

2. Section 6, Term/Timeline, is hereby amended to read in full as follows:

6. Term/Timeline

The term of this MOU shall begin on the "Effective Date" of this MOU, which shall be the last date of execution of the MOU by the parties hereto. All work identified in the Scope of Work must be completed by November 30, 2024, unless terminated earlier as provided herein. No extensions will be granted to complete the Scope of Work unless authorized by HCD.

3. Section 9.B., Project Manager/Staffing, is hereby amended in part to update the StanCOG Project Manager:

StanCOG
Elisabeth Hahn
Deputy Executive Director of Planning

Stanislaus Council of Governments, Suite 308
Modesto, CA 95354
Telephone: (209) 525-4600
Email: ehahn@stancog.org

4. Section 13.C., Notices, is hereby amended in part to update the StanCOG contact for purposes of Notice:

To StanCOG: Elisabeth Hahn
Deputy Executive Director of Planning
Stanislaus Council of Governments, Suite 308
Modesto, CA 95354
Telephone: (209) 525-4600
Email: ehahn@stancog.org

5. Except as modified by this Amendment, the MOU shall remain unchanged and is in full force and effect.

6. The terms and provisions of this Amendment are incorporated by reference into the MOU as though set forth in full therein.

7. This Amendment may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.

8. Each party agrees that this Amendment and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

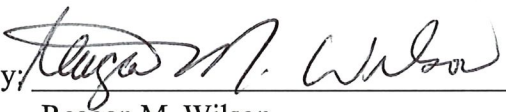
IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto and shall be effective when executed by both parties.

**STANISLAUS COUNCIL OF
GOVERNMENTS (STANCOG)**

By: _____
Rosa De León Park
Executive Director

Date: _____

CITY OF TURLOCK

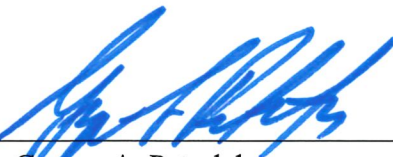
By: _____
Reagan M. Wilson
City Manager

Date: 11/18/24

APPROVED AS TO FORM:

By: _____
Monica Streeter
General Counsel

APPROVED AS TO FORM:

By: _____
George A. Petrulakas
City Attorney

AMENDMENT 2
MEMORANDUM OF UNDERSTANDING
between
STANISLAUS COUNCIL OF GOVERNMENTS
and
CITY OF TURLOCK
for

SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING (REAP) FUNDS

THIS AMENDMENT 2 to the Memorandum of Understanding is made and entered into between the Stanislaus Council of Governments (StanCOG) and City of Turlock (“**Sub-Recipient**”) and is dated November 30, 2024, for reference purposes.

Recitals

A. WHEREAS, StanCOG and Sub-Recipient have entered into that certain Memorandum of Understanding, dated January 5, 2023, as amended, with a Scope of Work completion date of June 30, 2023 (the “**MOU**”).

B. WHEREAS, the MOU identifies HCD will release a third REAP funding package (**REAP 3.0**) and that an amendment to the MOU would be necessary to allocate that funding to Sub-Recipient.

C. WHEREAS, approximately one-half of the REAP 3.0 funding package has been allocated to sub-recipients via Amendment 1 to the MOU and HCD has indicated additional REAP 3.0 funding may become available for allocation.

D. WHEREAS, the parties desire to further amend the MOU to allocate additional REAP 3.0 funding contingent upon HCD actually disbursing the funding (**Contingent REAP 3.0**).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1. Section 4, Maximum Contract Amount, is hereby amended to read in full as follows:

4. **Maximum Contract Amount**

The amount to be paid to Sub-Recipient under this MOU will not exceed Fifty Four Thousand, One Hundred Twenty and 18/100 Dollars (\$54,120.18) which amounts represents Sub-Recipients allocation under HCD’s first funding package,

Seventy Three Thousand, Four Hundred One and 14/100 Dollars (\$73,401.14), which amount represents Sub-Recipients initial allocation under HCD's REAP 3.0 funding package, *and* Fifty Five Thousand and 00/100 Dollars (\$55,000.00), which amount represents Sub-Recipients Contingent REAP 3.0 allocation under HCD's third funding package, unless agreed upon in advance by the Parties pursuant to a written amendment signed by the authorized signer for each Party. In no instance will StanCOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Nor shall StanCOG be liable for any amounts if HCD fails to appropriate funds.

By entering into this Amendment 2, the parties acknowledge and agree that HCD has not committed to disbursing Contingent REAP 3.0 funding to StanCOG or Sub-Recipient. In the event HCD does disburse Contingent REAP 3.0 funding, this Amendment 2 allows StanCOG to disburse and Sub-Recipient to receive the Contingent REAP 3.0 funding in a timely manner.

2. Section 6, Term/Timeline, is hereby amended to read in full as follows:

6. Term/Timeline

The term of this MOU shall begin on the "Effective Date" of this MOU, which shall be the last date of execution of the MOU by the parties hereto. All work identified in the Scope of Work must be completed by November 30, 2024, unless terminated earlier as provided herein. No extensions will be granted to complete the Scope of Work unless authorized by HCD.

3. Except as modified by this Amendment 2, the MOU shall remain unchanged and is in full force and effect.

4. The terms and provisions of this Amendment 2 are incorporated by reference into the MOU as though set forth in full therein.

5. This Amendment 2 may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.

6. Each party agrees that this Amendment 2 and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Amendment 2 has been executed by the parties hereto and shall be effective when executed by both parties.

**STANISLAUS COUNCIL OF
GOVERNMENTS (STANCOG)**

CITY OF TURLOCK

By: _____
Rosa De León Park
Executive Director

By: _____
Reagan M. Wilson
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Monica Streeter
General Counsel

By: _____
George A. Petrulakas
City Attorney

City Council Staff Report

January 28, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Fred Pezeshk, P.E., Roads Program Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 6 for Task Order No. 1B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$54,356.58 to be funded by Fund 115 "Measure A – Roads" for Bid Package 2 for City Project No. 23-031 as "NV5 CM Task Order No. 1B for City Project No. 23-031, Bid Package 2"

2. DISCUSSION OF ISSUE:

On February 27, 2024, the City Council approved Task Order No. 1 as Amendment No. 1 under the terms of the Master Agreement with NV5, Inc. to provide Construction Management and Inspection Services for City Project No. 23-031 Bid Package 2. The following streets are included in this Bid Package:

City Project No. 23-031 Bid Package 2			
Street Name	From	To	District
El Capitan Dr.	N. Berkeley Ave.	Murphy Dr.	1
Kenneth Dr.	N. Berkeley Ave.	East End	1
El Camino Dr.	El Paseo Dr.	Murphy Dr.	1
La Linda Ct.	El Capitan Dr.	El Capitan Dr.	1
N. Quincy Rd.	E. Canal Dr.	Marie Dr.	1
Murphy Dr.	E. Canal Dr.	Mira Flores Dr.	1

Scope of services for construction management and inspection is described in three (3) activity components: Pre-Construction, Construction Management and Inspection, and Post-Construction. However, since the design was still ongoing at the time, Task Order No. 1 only included the scope and fee for "Pre- Construction" activities.

With the completion of the design, critical items, such as the final scope of construction work, the engineer's estimate of probable construction costs, sequencing of construction, and the number of working days, were determined and a detailed scope of services for the remaining activities was developed. Subsequently, on May 14, 2024, the City Council approved Amendment No. 3 for Task Order No. 1A to provide for the scope of services and fee associated with "Construction Management and Inspection" and "Post-Construction Services" activities.

As construction progressed, additional effort was required to support the construction schedule and the extended construction duration. Also, additional effort will be needed to address the contractor's potential claims. Staff overtime hours for construction inspection

and materials testing and the required effort for construction claim resolution were not included in Task Order 1A as they were unforeseen when Amendment No. 3 was approved.

Task Order 1B provides for the costs associated with construction inspection and materials testing staff overtime hours and the claims resolution efforts.

3. BASIS OF RECOMMENDATION:

- A. The proposed Amendments are essential to ensuring that adequate resources are available for advancing the construction of Roads Program CIP projects.
- B. This action is consistent with Council's stated goal of utilizing Measure A revenues to expedite road repair projects.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed action will be \$54,356.58 which will be funded from Fund 115 "Measure A – Roads", account number 115-10-115.43327 "Construction Management." The cumulative fiscal impact, including previous Amendments is estimated to be \$676,587.65.

Amendment No. 1 for Task Order No. 1	\$53,528.35
Amendment No. 3 for Task Order No. 1A	\$568,702.72
Amendment No. 6 for Task Order No. 1B (Proposed)	\$54,356.58
Total Estimated Fiscal Impact	\$676,587.65

Appropriate funds have been allocated during Fiscal Year 2024-25 budget process to cover this Amendment.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Approving the amendments to the task orders described above will not have a direct or reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) because it consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

- A. Council could choose not to approve Amendment No. 6 to the Master Agreement with NV5, Inc. Staff does not recommend this alternative as it is essential to ensure that adequate resources are made available for management and inspection of

- construction activities and to avoid delaying the construction.
B. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

1. Draft Resolution
2. Amendment No. 6 for Task Order No. 1B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING AMENDMENT }
NO. 6 FOR TASK ORDER NO. 1B UNDER THE }
TERMS OF THE MASTER AGREEMENT (CITY }
CONTRACT NO. 2024-111) WITH NV5, INC. }
(FRESNO, CALIFORNIA OFFICE) FOR }
CONSTRUCTION MANAGEMENT AND }
INSPECTION SERVICES FOR THE CITY OF }
TURLOCK'S ROADS INITIATIVE PROGRAM IN }
THE AMOUNT OF \$54,356.58 TO BE FUNDED }
BY FUND 115 "MEASURE A – ROADS" FOR BID }
PACKAGE 2 FOR CITY PROJECT NO. 23-031 }
AS "NV5 CM TASK ORDER NO. 1B FOR CITY }
PROJECT NO. 23-031, BID PACKAGE 2" }**

RESOLUTION NO. 2025-

WHEREAS, under a separate resolution on February 27, 2024, the City Council approved a Master Agreement (City Contract No. 2024-111) for Construction Management and Inspection Services for Roads Program CIP Projects ("Agreement") between the City of Turlock ("City") and NV5, Inc. ("Professional"); and

WHEREAS, Construction Management and Inspection Services comprise three (3) components: Pre-Construction, Construction Management and Inspection, and Post-Construction; and

WHEREAS, Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, Amendment No. 1 provided for the scope of services and fees for "Pre-Construction" services for Bid Package 2 for City Project No. 23-031 as "NV5 CM Task Order No. 1 for City Project No. 23-031, Bid Package 2;" and

WHEREAS, Amendment No. 3 provided for the scope of services and fees for "Construction Management and Inspection" and "Post-Construction" services for said City Project as "NV5 CM Task Order No. 1A for City Project No. 23-031, Bid Package 2;" and

WHEREAS, additional effort is required to support the construction schedule, the extended construction duration, and the resolution of the contractor's potential claims, the costs of which were not included in Amendment No. 3, as they were unforeseen at the time; and

WHEREAS, City desires that Professional provide said additional scope of services as "NV5 CM Task Order No. 1B for City Project No. 23-031, Bid Package 2;" and

WHEREAS, Amendment No. 6 for Task Order No. 1B provides for the additional scope of services and associated fees; and

WHEREAS, the cost of said services is estimated to be \$54,356.58; and

WHEREAS, funding is available from Fund 115 “Measure A – Roads” account number 115-10-115.43327 “Construction Management” for costs associated with said City Project; and

WHEREAS, this action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines because it consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment”.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 6 for Task Order No. 1B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock’s Roads Initiative Program in the amount of \$54,356.58 to be funded by Fund 115 “Measure A – Roads” for Bid Package 2 for City Project No. 23-031 “NV5 CM Task Order No. 1B for City Project No. 23-031, Bid Package 2.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California



AMENDMENT NO. 6 FOR TASK ORDER NO. 1B
Under the Terms of the
MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
NV5, INC.
for
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
City Contract No. 2024-111

City Project No. 23-031, Bid Package 2

THIS AMENDMENT NO. 6 for Task Order No. 1B under the terms of City Contract No. 2024-111 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and NV5, INC., a California corporation ("Professional"), on this _____ day of _____ 2025 (the "Effective Date of Task Order No. 1B"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 6.

WHEREAS, the Parties hereto previously entered into a Master Agreement (City Contract No. 2024-111) dated February 27, 2024, for Construction Management and Inspection Services for Roads Program Capital Improvement Program (CIP) Projects ("Agreement"); and

WHEREAS, Construction Management and Inspection Services comprise three (3) components: Pre-Construction, Construction Management and Inspection, and Post-Construction; and

WHEREAS, Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, Amendment No. 1 provided for the scope of services and fees for "Pre-Construction" services for Bid Package 2 for City Project No. 23-031 as "NV5 CM Task Order No. 1 for City Project No. 23-031, Bid Package 2;" and

WHEREAS, Amendment No. 3 provided for the scope of services and fees for "Construction Management and Inspection" and "Post-Construction" services for Said City Project as "NV5 CM Task Order No. 1A for City Project No. 23-031, Bid Package 2;" and

WHEREAS, additional effort is required to support the construction schedule, the extended construction duration, and the resolution of the contractor's potential claims, the costs

of which were not included in Amendment No. 3, as they were unforeseen at the time; and

WHEREAS, City desires that Professional provide said additional scope of services as “NV5 CM Task Order No. 1B for City Project No. 23-031, Bid Package 2;” and

WHEREAS, Amendment No. 6 for Task Order No. 1B provides for the additional scope of services and associated fees.

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

1. **Exhibit G**, attached hereto and incorporated herein by reference, is hereby added to the Agreement.

2. Recital B of the Agreement is amended to read as follows:

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibits A through G** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

4. Recital C of the Agreement is amended to read as follows:

C. The Parties anticipate that one or more projects for Services shall be determined through creation of a Task Order as a City-requested modification of services under Section 5.2 of this Agreement which shall be approved by written amendment to this Agreement. The Parties shall outline the schedule or timeline for providing the Services agreed upon under each Task Order (“Completion Schedule”), which shall be included in one or more written amendments to this Agreement. Such Completion Schedule is included in **Exhibit G**.

5. Recital D of the Agreement is amended to read as follows:

D. The Parties shall outline the rates and method of payment to Professional for its performance of the Services under this Agreement as determined under each Task Order (“Compensation Schedule”), which shall be included in one or more written amendments to this Agreement. Such Compensation Schedule is included in **Exhibit G**.

6. Section 5 of the Agreement is amended to read as follows:

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

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibits A through G**. If such

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

7. Section 6 of the Agreement is amended to read as follows:

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H. City's total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement. The compensation for Amendment No. 6 shall not exceed Fifty-Four Thousand Three-Hundred-Fifty-Six Dollars and Fifty-Eight Cents (\$54,356.58), and Six-Hundred-Seventy-Six Thousand Five-Hundred-Eighty-Seven Dollars and Sixty-Five Cents (\$676,587.65) for City Project No. 23-031, Bid Package 2 ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

Amendment 1 for Task Order No. 1	\$ 53,528.35
Amendment 3 for Task Order No. 1A	\$568,702.72
<u>Amendment 6 for Task Order No. 1B</u>	<u>\$ 54,356.58</u>
Project 23-031, Bid Package 2 Not-to-Exceed Amount	\$676,587.65

7. **Execution and Counterparts.** This Amendment may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Amendment and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility
8. All other terms and conditions of the Agreement shall remain in full force and effect for the Term of the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 6 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

**NV5, INC., a
California corporation**

Lori Goodwin

By: _____
Lori Goodwin, Vice President

Date 01/09/2025

CITY

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

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

Christopher Fisher
By: _____
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



**EXHIBIT G TO AMENDMENT NO. 6
FOR CM TASK ORDER NO. 1B
(CITY CONTRACT NO. 2024-111)**

January 9, 2025

Fred Pezeshk, PE
Roads Program Manager
City of Turlock
156 S Broadway, Turlock, CA 95380
via email to fpezeshk@turlock.ca.us

**SUBJECT: City of Turlock Contract No. 2024-111 T.O. #1B
(Project No. 23-031 Bid Package 2)**

Re: Task Order #1B – Additional Services for Task Order #1

Dear Mr. Pezeshk,

Please find attached NV5's revised 10-H1 Cost Proposal dated 01/07/2025 to perform the additional construction management services requested for Turlock Roads Program CIP Contract No. 23-031 BP2. As previously discussed with you, unforeseen contract scope changes have occurred during the project that have exceeded our ability to complete the construction and post-construction scope of services within the original budget. Brief summaries of these additional services are listed below:

1. Extended Project Completion

Per Note 5 in the submitted cost proposal for Task Order #1A, our cost estimate was based on the construction phase of the project being completed within 110 working days. With the first working day of 6/18/2024, the computed date of completion was 11/22/2024. The Contractor's current schedule has them completing all remaining work on 01/17/2025. This is an additional 36 working days that were not included in the cost proposal for Task Order #1A.

Name	Classification/Title	WDs	Hours per Day	Total Hours	Billing Rate	Amount
Kramer Walker, PE	Resident Engineer	36	4	144	\$295.19	\$42,507.36
Kolton Walker, EIT	Assistant R.E.	36	4	144	\$157.44	\$22,671.36
Matt Ramsey	Inspector	36	8	288	\$216.26	\$62,282.88
TOTAL						\$127,461.60

During the performance of the contract, NV5 experienced efficiencies that reduced the overall cost of the construction management services provided. As a result of these efficiencies, a total of -(\$119,935.36) shall be credited to the City.

Name	Classification/Title	Total Hours	Billing Rate	Amount
Kramer Walker, PE	Resident Engineer	-224	\$295.19	-\$66,122.56
Kolton Walker, EIT	Assistant R.E.	-144	\$157.44	-\$22,671.36
Matt Ramsey	Inspector	-144	\$216.26	-\$31,141.44
TOTAL				-\$119,935.36

A net amount of \$7,526.24 is requested for the extended project completion.

2. **Inspector Overtime**

Per Note 2 and Note 5 in the Task #1A cost proposal, our cost estimate did not include overtime, weekend, or holiday work. Due to extended working shifts and Saturday work performed by the Contractor, specifically during FDR-C and paving operations, our inspector has worked 56 hours of overtime on the project. These additional 56 hours were not included in the original cost proposal.

Name	Classification/Title	Total Hours	Billing Rate	Amount
Matt Ramsey	Inspector	56	\$216.26	\$12,110.56
TOTAL				\$12,110.56

3. **Claims Resolution**

Per Task 2.24 of the submitted Scope of Work for Task #1A, claims resolution work handled in the post-construction period was not included in our cost estimate because the amount of work cannot be determined ahead of time. To date the Contractor has submitted five (5) Potential Claim Records. Additional efforts will be required by the Resident Engineer during the post-construction period to assist the City with the claims resolution. Based on what is known at this time, and assuming all claims will be resolved by the end of February 2025, the estimated additional costs are summarized below. If the complexity of resolving these claims changes, additional efforts may be required.

Name	Classification/Title	Total Hours	Billing Rate	Amount
Kramer Walker, PE	Resident Engineer	80	\$295.19	\$23,615.20
Neil Novotny, EIT	Project Engineer	40	\$118.85	\$4,754.00
TOTAL				\$28,368.20

4. **BSK (Materials Testing) Overtime**

Similar to Item #2 above, the Contractor's extended work shifts, specifically during FDR-C and paving operations, required the BSK material testers to incur overtime hours. The testers have worked 29 hours of overtime on the project. These additional 29 hours were not included in the Task #1A proposal.

Classification/Title	Total Hours	OT Billing Rate	Amount
Engineering Technician	29	\$219.00	\$6,351.00
TOTAL			\$6,351.00



SUMMARY

Based on the contract scope changes described above, NV5 requests a contract amendment of \$54,356.58 to complete the Task Order #1 services for the project, summarized as follows:

Item #	Description	Amount
#1	Extended Project Completion	\$7,526.24
#2	Inspector Overtime	\$12,110.56
#3	Claims Resolution	\$28,368.20
#4	BSK (Materials Testing) Overtime	\$6,351.00
	Exhibit 10-H1 Rounding	\$0.58
TOTAL		\$54,356.58

NV5 has been and will continue to manage staff hours to help with budget efficiency while providing the required level of services through the remaining construction and post-construction activities.

We appreciate your attention and consideration to this matter. If you have any questions or need additional information, please feel free to call me at (559) 240-5494.

Sincerely,
NV5, Inc.

Kramer Walker, P.E.
Resident Engineer

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant NV5, Inc.

Project No. 23-031 Plan Package 2 Contract No. 2024-111 TO #1B

Date 1/7/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Brad Riel, PE*	0	\$127.41	\$0.00
Resident Engineer	Kramer Walker, PE*	0	\$113.43	\$0.00
Office Engineer	Kolton Walker, EIT*	0	\$60.50	\$0.00
Inspector	Matt Ramsey**	200	\$83.10	\$16,620.00
Inspector	Jason Frank**	0	\$94.50	\$0.00
Alt Inspector	Kolton Walker, EIT*	0	\$79.68	\$0.00
Project Engineer	Neil Novotny, EIT	40	\$45.67	\$1,826.80
		0		\$0.00

240

LABOR COSTS

a) Subtotal Direct Labor Costs

\$18,446.80

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$18,446.80

FRINGE BENEFITS

d) Fringe Benefits (Rate 0.00%)

e) Total Fringe Benefits

[(c) x (d)] \$0.00

INDIRECT COSTS

f) Overhead

(Rate: 136.58%)

g) Overhead [(c) x (f)]

\$25,194.64

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)] \$25,194.64

FIXED FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q) \$4,364.14

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Field Supplies	TBD	TBD	Actual	\$0.00

l) TOTAL OTHER DIRECT COSTS \$0.00

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: BSK (Material Testing)	\$6,351.00
Subconsultant 2: UNICO (Survey QA)	\$0.00
m) TOTAL SUBCONSULTANTS	\$6,351.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$6,351.00

TOTAL COST [(c) +(j) + (k) + (n)] \$54,356.58

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant NV5, Inc. Contract No. 2024-111 TO # Date 1/7/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$18,446.80	240	=	\$76.86	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$76.86	+	5%	=	\$80.70	Year 2 Avg Hourly Rate
Year 2	\$80.70	+	5%	=	\$84.74	Year 3 Avg Hourly Rate
Year 3	\$84.74	+	5%	=	\$88.98	Year 4 Avg Hourly Rate
Year 4	\$88.98	+	5%	=	\$93.43	Year 5 Avg Hourly Rate
Year 5	\$93.43	+	5%	=	\$98.10	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	240.0	=	240.0	Estimated Hours Year 1
Year 2	0.00%	*	240.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	240.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	240.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	240.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	240.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$76.86	*	240	=	\$18,446.80	Estimated Hours Year 1
Year 2	\$80.70	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$84.74	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$88.98	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$93.43	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$18,446.80	
Direct Labor Subtotal before Escalation				=	\$18,446.80	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that the year one rates expire 03/31/25 and salary increases due to escalation are effective 04/01/25.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lori Goodwin Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 1/8/2025

Email: lori.goodwin@nv5.com Phone Number: 559-661-5228

Address: [2109 West Bullard Avenue, Suite 145, Fresno, CA 93711](#)

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management Services

City Council Staff Report

January 28, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Fred Pezeshk, P.E., Roads Program Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 7 for Task Order No. 2B under the terms of the Master Agreement (City Contract No. 2023-109) with Mark Thomas & Company, Inc. (Sacramento, California office) for Engineering Design Services for the City of Turlock's Roads Initiative Program in the amount of \$120,116.97 to be funded by Fund 115 "Measure A – Roads" under City Project No. 23-052 "Mark Thomas Task Order No. 2B for Roads Program - Geer Road (Federal)"

2. DISCUSSION OF ISSUE:

On August 22, 2023, the City Council approved Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (City Contract No. 2023-109) for the rehabilitation of Geer Road corridor, from N. Golden State Blvd. to Taylor Road, up to the 30% design development stage. Scope of services anticipated that the environmental clearance would be a categorical exemption under California Environmental Quality Act (CEQA), and stipulated that if the City is successful in securing State and/or Federal funding for the project, scope of services for the final design phase would include environmental clearance under National Environmental Policy Act (NEPA) guidelines for categorical exclusion.

On June 11, 2024, the City Council approved Amendment No. 4 for Task order No. 2A to advance the 30% design into final design. On March 15, 2024, staff had submitted four (4) Surface Transportation Block Grant (STBG) grant funding applications to the Stanislaus Council of Governments (StanCOG) for the Geer Road corridor, but StanCOG had not made its project selections at the time of the Council's approval of Amendment No. 4.

On August 8, 2024, StanCOG approved Resolution 24-02 awarding the City of Turlock all four (4) grant applications, each for \$1.2 million, for the Geer Road corridor. STBG funding introduces federal funding into the project and, therefore, it will be required that federally-funded project procedures be followed per Caltrans Local Assistance Procedures Manual (LAPM).

Proposed Amendment No. 7 for Task Order No. 2B provides for the scope of the additional services, associated fees, and schedule which includes environmental clearance under NEPA guidelines for categorical exclusion, Utility Certification, Right-of-Way Certification, and preparation of documentation required for Request for Authorization to Construct.

3. BASIS OF RECOMMENDATION:

- A. The proposed Amendment is essential to ensuring that adequate resources are available for advancing the design and future construction of Roads Program CIP

projects.

- B. Per Turlock Municipal Code Section 2-7-10, cumulative contract amendments that exceed 10% of the contract price require approval by the City Council.
- C. This action is consistent with Council's stated goal of utilizing Measure A revenues to expedite road repair projects.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed action will be \$120,116.97 which will be funded by Fund 115 "Measure A – Roads", account number 115-10-115.43366_001 "Design Roads." The cumulative fiscal impact, including previous Amendments is estimated to be \$1,506,530.97.

Amendment No. 2 for Task Order No. 2	\$ 436,855.00
Amendment No. 4 for Task Order No. 2A	\$ 949,559.00
Amendment No. 7 for Task Order No. 2B (Proposed)	\$ 120,116.97
Total Estimated Fiscal Impact	\$1,506,530.97

Appropriate funds have been allocated during Fiscal Year 2024-25 budget process to cover this Amendment.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Approving the amendments to the task orders described above will not have a direct or reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) because it consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

- A. Council could choose not to approve Amendment No. 7 to the Master Agreement with Mark Thomas & Company, Inc. Staff does not recommend this alternative as it will delay the process of design and construction of Roads Program CIP projects.
- B. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Amendment No. 7 for Task Order No. 2B under the terms of the Master Agreement (City Contract No. 2023-109) with Mark Thomas & Company, Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING AMENDMENT }
NO. 7 FOR TASK ORDER NO. 2B UNDER THE }
TERMS OF THE MASTER AGREEMENT (CITY }
CONTRACT NO. 2023-109) WITH MARK }
THOMAS & COMPANY, INC. (SACRAMENTO, }
CALIFORNIA OFFICE) FOR ENGINEERING }
DESIGN SERVICES FOR THE CITY OF }
TURLOCK'S ROADS INITIATIVE PROGRAM IN }
THE AMOUNT OF \$120,116.97 TO BE FUNDED }
BY FUND 115 "MEASURE A – ROADS" UNDER }
CITY PROJECT NO. 23-052 "MARK THOMAS }
TASK ORDER NO. 2B FOR ROADS PROGRAM }
- GEER ROAD (FEDERAL)" }**

RESOLUTION NO. 2025-

WHEREAS, on April 25, 2023, the City Council approved a Master Agreement between the City of Turlock ("City") and Mark Thomas & Company, Inc. ("Professional") for engineering design services (City Contract No. 2023-109) to assist City with Design Services for Roads Program CIP Projects; and

WHEREAS, the Master Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement; and

WHEREAS, Amendment No. 2 for Task Order No. 2 provided for the scope of services, associated fees, and schedule for the rehabilitation of Geer Road corridor, from N. Golden State Blvd. to Taylor Road, under City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program – Geer Road (30%)"; and

WHEREAS, Amendment No. 4 for Task Order No. 2A provided for the scope of services, associated fees, and schedule for advancing said City Project to final design as "Mark Thomas Task Order No. 2A for Roads Program – Geer Road (Final); and

WHEREAS, the award of Surface Transportation Block Grant (STBG) funding to the City now requires that federally-funded project procedures be followed per Caltrans Local Assistance Procedures Manual (LAPM); and

WHEREAS, City desires that Professional provide additional design services as required to comply with said LAPM requirements as "Mark Thomas Task Order No. 2B for Roads Program - Geer Road (Federal);" and

WHEREAS, Amendment No. 7 for Task Order No. 2B provides for the scope of services, associated fees, and schedule for said Task Order; and

WHEREAS, the cost of said services is estimated to be \$120,116.97; and

WHEREAS, funding is available from Fund 115 “Measure A – Roads”, account number 115-10-115.43366_001 “Design Roads” for costs associated with said services; and

WHEREAS, this action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines because it consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.”

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 7 for Task Order No. 2B under the terms of the Master Agreement (City Contract No. 2023-109) with Mark Thomas & Company, Inc. (Sacramento, California office) for Engineering Design Services for the City of Turlock’s Roads Initiative Program in the amount of \$120,116.97 to be funded by Fund 115 “Measure A – Roads” under City Project No. 23-052 “Mark Thomas Task Order No. 2B for Roads Program - Geer Road (Federal).”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California



AMENDMENT NO. 7 FOR TASK ORDER NO. 2B
Under the Terms of the
MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
MARK THOMAS & COMPANY, INC.
for
ENGINEERING DESIGN SERVICES (City Contract No. 2023-109)

City Project No. 23-052

THIS AMENDMENT NO. 7 for Task Order No. 2B under the terms of City Contract No. 2023-109 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and MARK THOMAS & COMPANY, INC., a California corporation ("Professional"), on this _____ day of _____ 2025 (the "Effective Date of Task Order No. 2B"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 7.

WHEREAS, the Parties hereto previously entered into a Master Agreement (City Contract No. 2023-109) dated April 25, 2023, for engineering design services to assist City with Design Services for Roads Program Capital Improvement Program (CIP) Projects ("Agreement"); and

WHEREAS, the Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, Amendment No. 2 for Task Order No. 2 provided for the scope of services, associated fees, and schedule for the rehabilitation of Geer Road corridor, from N. Golden State Blvd. to Taylor Road, under City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program – Geer Road (30%);" and

WHEREAS, Amendment No. 4 for Task Order No. 2A provided for the scope of services, associated fees, and schedule for advancing said City Project to final design as "Mark Thomas Task Order No. 2A for Roads Program – Geer Road (Final); and

WHEREAS, the award of Surface Transportation Block Grant (STBG) funding to the City now requires that federally-funded project procedures be followed per Caltrans Local Assistance Procedures Manual (LAPM); and

WHEREAS, City desires that Professional provide additional design services as required to comply with said LAPM requirements as “Mark Thomas Task Order No. 2B for Roads Program - Geer Road (Federal);” and

WHEREAS, Amendment No. 7 for Task Order No. 2B provides for the scope of services, associated fees, and schedule for said Task Order.

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

1. **Exhibit H**, attached hereto and incorporated herein by reference, is hereby added to the Agreement.

2. Recital B of the Agreement is amended to read as follows:

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibits A through H** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

3. Recital C of the Agreement is amended to read as follows:

C. The Parties anticipate that one or more projects for Services shall be determined through creation of a Task Order as a City-requested modification of services under Section 5.2 of this Agreement which shall be approved by written amendment to this Agreement. The Parties shall outline the schedule or timeline for providing the Services agreed upon under each Task Order (“Completion Schedule”), which shall be included in one or more written amendments to this Agreement. Such Completion Schedule is included in **Exhibit H**.

4. Recital D of the Agreement is amended to read as follows:

D. The Parties shall outline the rates and method of payment to Professional for its performance of the Services under this Agreement as determined under each Task Order (“Compensation Schedule”), which shall be included in one or more written amendments to this Agreement. Such Compensation Schedule is included in **Exhibit H**.

5. Section 5 of the Agreement is amended to read as follows:

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

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibits A through H**. If such Modifications cause an increase in the cost or time required for performance of

Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

6. Section 6 of the Agreement is amended to read as follows:

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H1 of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H1. City's total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement. The compensation for Amendment No. 7 shall not exceed One-Hundred-Twenty Thousand One-Hundred-Sixteen Dollars and Ninety-Seven Cents (\$120,116.97), and One Million Five-Hundred-Six Thousand Five-Hundred-Thirty Dollars and Ninety-Seven Cents (\$1,506,530.97) for City Project No. 23-052 ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

Amendment 2 for Task Order No. 2	\$ 436,855.00
Amendment 4 for Task Order No. 2A	\$ 949,559.00
<u>Amendment 7 for Task Order No. 2B</u>	<u>\$ 120,116.97</u>
Project 23-052 Not-to-Exceed Amount	\$1,506,530.97

7. **Execution and Counterparts.** This Amendment may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Amendment and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility
8. All other terms and conditions of the Agreement shall remain in full force and effect for the Term of the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 7 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

**MARK THOMAS & COMPANY, INC., a
California corporation**

By: Ed Noriega
Ed Noriega, Associate Principal

Date 01/16/2025

CITY

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

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk



January 7, 2025

23-00242

Fred Pezeshk
City of Turlock
156 South Broadway, Suite 150
Turlock, CA 95380

RE: Geer Road Pavement Rehabilitation – City Project No. 23-052

Dear Mr. Pezeshk,

Per your request, Mark Thomas & Company, Inc. (Mark Thomas) has prepared this additional services letter for the Geer Road Pavement Rehabilitation Project (Project). During the development of the Geer Road design packages, the City of Turlock was successful in obtaining Surface Transportation Block Grant (STBG) funding to support the improvements proposed along the corridor. However, with the inclusion of this funding, additional requirements are now necessary to include with the project. The federalization of the project now requires NEPA clearance in addition to CEQA. The project will now be required to follow the Caltrans Local Assistance Procedures Manual (LAPM) and all certifications that go along with it. The Caltrans LAPM ensures that the correct federal language is included for compliance with receiving federal funding. This includes the utility certification, right of way certification, and the Request for Authorization to Construct (CON RFA) in order to receive the E-76. Each one of these steps requires additional coordination and budget to complete. The scope of work includes what is needed to federalize the project and complete all associated forms and approvals.

SCOPE AND FEE ESTIMATE

Attached is a detailed scope of work and fee estimate for the additional work.

Thank you for the opportunity to provide this letter for additional services. Please give me a call if you need any additional information or have any questions.

Sincerely,

MARK THOMAS

Ed Noriega, Associate Principal



SCOPE OF WORK

The following scope of work is an amendment to the City of Turlock's Geer Road Project (Task Order 2). The Project limits are from Golden State Blvd to Taylor Road. Task Order 2 is scoped to deliver the project to a 30% design level. Task Order 2A is for delivering final design and breaks the corridor into the following 3 segments:

- Package 1: Geer Road (Golden State Blvd to Hawkeye Ave)
- Package 2: Geer Road (Hawkeye Ave to Monte Vista Ave)
- Package 3: Geer Road (Monte Vista Ave to Taylor Road)

The scope of work below is for the federalization of the project.

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Task 1.1. Project Management and Coordination

Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources, in accordance with the contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders, including preparing contract paperwork, memos, letters and e-mails, making phone calls and maintaining project files. This activity commences with receiving the Notice to Proceed, continues through submittal of the final key project deliverables, and concludes when the project is advertised for construction.

TASK 2. ENVIRONMENTAL

Task 2.1. Project Initiation and Project Description

Mark Thomas' subconsultant FCS International, Inc. dba First Carbon Solutions (FCS) will attend a project initiation kick-off call to coordinate project schedule and to confirm project details and assumptions. This scope allocates up to two hours of staff time for the project initiation call and related email coordination and follow up. Using the information obtained during project initiation and through email communication, FCS will prepare a comprehensive Project Description for Mark Thomas and the City's review and approval. Mark Thomas will support FCS with project information details to complete the project description. The Project Description will identify the project location, describe the project characteristics, identify necessary approvals, and list other agencies that may use the document for environmental review. The Project Description will use graphics and tables, as needed, to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of NEPA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on Geographic Information System (GIS) data.

Task 2.2. Preliminary Environmental Study (PES)

FCS will complete a PES form to evaluate the project. The PES will be provided to the City for review and submittal to the Caltrans District 10 Office of Local Assistance. The information in the PES form will be based on preliminary research and engineering, and exhibits will be prepared to support the information presented in the PES, including FEMA mapping, environmental justice data, visual impact assessment form, CNDDDB mapping, etc.

Task 2.3. Attend Field Review Meeting

Once the City submits the PES form to Caltrans, FCS will coordinate with the assigned planner to set a date for a field review meeting. As part of the field review meeting, Caltrans will identify any additional technical studies that may be required to complete NEPA processing. Possible additional technical analysis may include but is not limited to additional field surveys to confirm absence of cultural or biological resources, completion of an air quality conformity determination, or additional noise analysis. Following an approved PES, FCS may provide a revised scope of services to provide the technical studies requested by Caltrans to support NEPA documentation.

Task 2.4. Prepare Noise Technical Study

FCS will perform an evaluation of permanent and construction-related noise impacts. Code of Federal Regulations (CFR) 772 provides procedures for preparing operational and construction noise studies and evaluating noise abatement considered for federal and federal-aid highway projects. This scope assumes that the project would not substantially alter horizontally, or vertically, existing roadway alignments and would therefore qualify as a Type III project, therefore requiring the preparation of a technical construction noise impact analysis.

As part of the analysis, the general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State (including Caltrans), and City plans, policies, and standards, will be summarized. Nearby existing and future noise-sensitive receptors and noise sources will be identified and discussed, such as surrounding residential land uses.

Construction would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated utilizing FHWA's Roadway Construction Noise Model (RCNM) for predicting potential construction noise levels. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the project area and Caltrans construction noise impact thresholds. FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Caltrans Transportation and Construction Vibration Guidance Manual.

Feasible and applicable abatement will be identified for any construction noise impacts that are potentially significant, and the analysis will include an evaluation of significance after the application of abatement measures.

This scope assumes one round of comment from the City and from Caltrans on the technical memorandum. If additional technical memorandums are request, they would be performed under a separate scope and fee.

Task 2 Deliverables:

- Project Description
- PES Form
- Construction Noise Impact Assessment Technical Memorandum

TASK 3. UTILITIES

Task 3.1. Final Design Utility Coordination

In order to obtain a utility certification from Caltrans Local Assistance, additional coordination will be required with utility owners. This additional coordination is needed to obtain additional information on ownership, installation date of facilities, and declared rights of each utility. This information will used to complete the LAPM forms as required in the following tasks.

Task 3.2. Prepare Utility and Right of Way Certification Documentation (Package 1 - Geer Road Golden State Blvd to Hawkeye Ave)

Mark Thomas will prepare a Report of Investigation and Notice to Owner for each utility company with facilities in the project limits following Chapter 14 of the Caltrans Local Assistance Procedures Manual. Mark Thomas will coordinate with Caltrans District Utility Coordinator for review and approval prior to sending documents to the utility owners. Mark Thomas will also complete the utility portion of the right of way certification. These documents will be used to submit and receive an approved Right of Way Certification.

Task 3.2.1. Utility Agreements

If any utility company claims prior rights, the City may be responsible for relocation costs. A utility agreement will be required between the utility owner and the City. Mark Thomas will prepare the utility agreement and accompanying documents if required. This task assumes only 1 utility agreement will be prepared.

Task 3.3. Prepare Utility and Right of Way Certification Documentation (Package 2 - Hawkeye Ave to Monte Vista Ave)

Mark Thomas will prepare a Report of Investigation and Notice to Owner for each utility company with facilities in the project limits following Chapter 14 of the Caltrans Local Assistance Procedures Manual. Mark Thomas will coordinate with Caltrans District Utility Coordinator for review and approval prior to sending documents to the utility owners. Mark Thomas will also complete the utility portion of the right of way certification. These documents will be used to submit and receive an approved Right of Way Certification.

Task 3.3.1. Utility Agreements

If any utility company claims prior rights, the City may be responsible for relocation costs. A utility agreement will be required between the utility owner and the City. Mark Thomas will prepare the utility agreement and accompanying documents if required. This task assumes only 1 utility agreement will be prepared.

Task 3.4. Prepare Utility and Right of Way Certification Documentation (Package 3 - Monte Vista Ave to Taylor Road)

Mark Thomas will prepare a Report of Investigation and Notice to Owner for each utility company with facilities in the project limits following Chapter 14 of the Caltrans Local Assistance Procedures Manual. Mark Thomas will coordinate with Caltrans District Utility Coordinator for review and approval prior to sending documents to the utility owners. Mark Thomas will also complete the utility portion of the right of way certification. These documents will be used to submit and receive an approved Right of Way Certification.

Task 3.4.1. Utility Agreements

If any utility company claims prior rights, the City may be responsible for relocation costs. A utility agreement will be required between the utility owner and the City. Mark Thomas will prepare the utility agreement and accompanying documents if required. This task assumes only 1 utility agreement will be prepared.

Task 3 Deliverables:

- Report of Investigation (ROI) (Packages 1, 2, and 3)
- Notice to Owner (NTO) (Packages 1, 2, and 3)
- Utility Agreements (Packages 1, 2, and 3)
- Exhibit 13-A Right of Way Certification (Packages 1,2, and 3)

TASK 4. REQUEST FOR AUTHORIZATION TO CONSTRUCT (CON RFA)

Task 4.1. Prepare Required CON RFA Documentation (Package 1)

In order for projects to qualify for federal reimbursement, the City must submit a Request For Authorization to Construct (CON RFA) to the local assistance engineer at Caltrans. In order to obtain approval for CON RFA, appropriate documentation must be provided to show compliance with federal requirements. These documents include Right of Way Certification, PS&E Checklist, DBE Goal Determination, and other federal language required to be included in the bid package. Mark Thomas' role is to coordinate directly with Caltrans on behalf of the City. Mark Thomas will complete the required documentation and coordination for approval of the CON RFA. The City will be responsible for providing signatures on final versions of all documentation.

Task 4.2. Prepare Required CON RFA Documentation (Package 2)

In order for projects to qualify for federal reimbursement, the City must submit a Request For Authorization to Construct (CON RFA) to the local assistance engineer at Caltrans. In order to obtain approval for CON RFA, appropriate documentation must be provided to show compliance with federal requirements. These documents include Right of Way Certification, PS&E Checklist, DBE Goal Determination, and other federal language required to be included in the bid package. Mark Thomas' role is to coordinate directly with Caltrans on behalf of the City. Mark Thomas will complete the required documentation and coordination for approval of the CON RFA. The City will be responsible for providing signatures on final versions of all documentation.

Task 4.3. Prepare Required CON RFA Documentation (Package 3)

In order for projects to qualify for federal reimbursement, the City must submit a Request For Authorization to Construct (CON RFA) to the local assistance engineer at Caltrans. In order to obtain approval for CON RFA, appropriate documentation must be provided to show compliance with federal requirements. These documents include PS&E Checklist, DBE Goal Determination, and other federal language required to be included in the bid package. Mark Thomas' role is to coordinate directly with Caltrans on behalf of the City. Mark Thomas will complete the required documentation and coordination for approval of the CON RFA. The City will be responsible for providing signatures on final versions of all documentation.

Task 4 Deliverables:

- PS&E Checklist along with supporting documentation (Packages 1, 2, and 3)
- Approved E-76 (From Caltrans) (Packages 1, 2, and 3)

ASSUMPTIONS

This scope of work has been prepared using the following assumptions:

- Right of way acquisitions are not assumed to be needed as part of this scope of work. If required, an amendment will be needed to supplement the budget for this additional effort and to be added to the right of way certification documentation.

COST PROPOSAL FOR PROJECT SCOPE - : Geer Road - Federalization

	KEY STAFF		Mark Thomas				Sub	TOTAL COST
	Project Manager *J. Hernandez \$237	Project Engineer E. Lappen \$171	Project Accountant \$131	Sr. Project Coordinator \$150	Total Hours	Total MT Cost	FCS	
1.0 Project Management								
1.1 Project Management	40		4	16	60	12,417.64	0.00	12,417.64
Subtotal Phase 1	40	0	4	16	60	12,417.64	0.00	12,417.64
2.0 Environmental								
2.1 Project Initiation and Project Description	4	24			28	5,053.11	3,502.98	8,556.09
2.2 Preliminary Environmental Study (PES)	8				8	1,897.68	12,290.00	14,187.68
2.3 Attend Field Review Meeting					0	0.00	1,320.00	1,320.00
2.4 Prepare Noise Technical Study	8				8	1,897.68	17,250.00	19,147.68
Subtotal Phase 2	20	24	0	0	44	8,848.47	34,362.98	43,211.45
3.0 Utilities								
3.1 Final Design Utility Coordination	16	40			56	10,635.81	0.00	10,635.81
3.2 Prepare Utility and Right of Way Certification Documentation (Package 1)	8	32			40	7,370.04	0.00	7,370.04
3.2.1 Utility Agreements (Package 1)	2	8			10	1,842.51	0.00	1,842.51
3.3 Prepare Utility and Right of Way Certification Documentation (Package 2)	8	32			40	7,370.04	0.00	7,370.04
3.3.1 Utility Agreements (Package 2)	2	8			10	1,842.51	0.00	1,842.51
3.4 Prepare Utility and Right of Way Certification Documentation (Package 3)	8	32			40	7,370.04	0.00	7,370.04
3.4.1 Utility Agreements (Package 3)	2	8			10	1,842.51	0.00	1,842.51
Subtotal Phase 3	46	160	0	0	206	38,273.48	0.00	38,273.48
4.0 Request for Authorization to Construct (CON RFA)								
4.1 Prepare Required CON RFA Documentation (Package 1)	8	40			48	8,738.14	0.00	8,738.14
4.2 Prepare Required CON RFA Documentation (Package 2)	8	40			48	8,738.14	0.00	8,738.14
4.3 Prepare Required CON RFA Documentation (Package 3)	8	40			48	8,738.14	0.00	8,738.14
Subtotal Phase 4	24	120	0	0	144	26,214.41	0.00	26,214.41
TOTAL HOURS	130	304	4	16	454		0.00	
OTHER DIRECT COSTS						0.00	0.00	0.00
TOTAL COST	\$30,837	\$51,987	\$524	\$2,405		85,753.99	34,362.98	120,116.97

Note: Mark-ups are Not Allowed

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. Geer Road - Federalization Contract No. _____ Date 1/7/2025

DIRECT LABOR

Classification/Title	Name	Range	Hours	Average Hourly Rate	Total
Project Manager	*J. Hernandez	\$72 - \$100	130.0	\$ 86.00	\$ 11,180.00
Project Engineer	E. Lappen	\$49 - \$75	304.0	\$ 62.00	\$ 18,848.00
Principal		\$168 - \$205	0.0	\$ 186.50	\$ -
Sr. Engineering Manager		\$115 - \$150	0.0	\$ 132.50	\$ -
Engineering Manager		\$111 - \$130	0.0	\$ 120.50	\$ -
Design Manager		\$111 - \$130	0.0	\$ 120.50	\$ -
Sr. Project Manager		\$84 - \$120	0.0	\$ 102.00	\$ -
Sr. Technical Lead		\$81 - \$110	0.0	\$ 95.50	\$ -
Project Manager		\$72 - \$100	0.0	\$ 86.00	\$ -
Technical Lead		\$70 - \$90	0.0	\$ 80.00	\$ -
Sr. Project Engineer		\$60 - \$90	0.0	\$ 75.00	\$ -
Sr. Technical Engineer		\$62 - \$75	0.0	\$ 68.50	\$ -
Project Engineer		\$49 - \$75	0.0	\$ 62.00	\$ -
Civil Engineering Designer		\$49 - \$80	0.0	\$ 64.50	\$ -
Sr. Technician		\$50 - \$70	0.0	\$ 60.00	\$ -
Design Engineer II		\$40 - \$65	0.0	\$ 52.50	\$ -
Design Engineer I		\$33 - \$50	0.0	\$ 41.50	\$ -
Technician		\$30 - \$45	0.0	\$ 37.50	\$ -
Intern		\$17 - \$30	0.0	\$ 23.50	\$ -
LAUD Division Manager		\$90 - \$105	0.0	\$ 97.50	\$ -
Sr. LAUD Project Manager		\$86 - \$100	0.0	\$ 93.00	\$ -
LAUD Project Manager		\$63 - \$90	0.0	\$ 76.50	\$ -
Sr. Landscape Architect		\$57 - \$70	0.0	\$ 63.50	\$ -
Landscape Architect		\$42 - \$55	0.0	\$ 48.50	\$ -
Landscape Designer II		\$37 - \$50	0.0	\$ 43.50	\$ -
Landscape Designer I		\$29 - \$35	0.0	\$ 32.00	\$ -
Landscape Intern		\$23 - \$30	0.0	\$ 26.50	\$ -
Survey Division Manager		\$96 - \$165	0.0	\$ 130.50	\$ -
Survey Manager II		\$84 - \$100	0.0	\$ 92.00	\$ -
Survey Manager I		\$72 - \$95	0.0	\$ 83.50	\$ -
Project Surveyor III		\$67 - \$95	0.0	\$ 81.00	\$ -
Project Surveyor II		\$58 - \$80	0.0	\$ 69.00	\$ -
Project Surveyor I		\$57 - \$75	0.0	\$ 66.00	\$ -
Asst Surveyor III		\$51 - \$60	0.0	\$ 55.50	\$ -
Asst Surveyor II		\$42 - \$55	0.0	\$ 48.50	\$ -
Asst Surveyor I		\$39 - \$50	0.0	\$ 44.50	\$ -
Survey Specialist III		\$48 - \$90	0.0	\$ 69.00	\$ -
Survey Specialist II		\$41 - \$70	0.0	\$ 55.50	\$ -
Survey Specialist I		\$39 - \$60	0.0	\$ 49.50	\$ -
Lead Survey Technician		\$43 - \$50	0.0	\$ 46.50	\$ -
Survey Technician III		\$42 - \$60	0.0	\$ 51.00	\$ -
Survey Technician II		\$35 - \$55	0.0	\$ 45.00	\$ -
Survey Technician I		\$19 - \$40	0.0	\$ 29.50	\$ -
SUE Program Manager		\$84 - \$100	0.0	\$ 92.00	\$ -
Chief of Party (OE3)		\$58 - \$70	0.0	\$ 64.00	\$ -
Instrumentperson (OE3)		\$53 - \$65	0.0	\$ 59.00	\$ -
Chainperson (OE3)		\$51 - \$60	0.0	\$ 55.50	\$ -
Apprentice (OE3)		\$38 - \$55	0.0	\$ 46.50	\$ -
2-Person Crew (OE3)		\$110 - \$130	0.0	\$ 120.00	\$ -
3-Person Crew (OE3)		\$168 - \$195	0.0	\$ 181.50	\$ -

Utility Locator (North)		\$55 - \$65	0.0	\$ 60.00	\$ -
Division Manager - CM		\$139 - \$165	0.0	\$ 152.00	\$ -
Area Manager - CM		\$101 - \$120	0.0	\$ 110.50	\$ -
Project Manager - CM		\$94 - \$110	0.0	\$ 102.00	\$ -
Sr. Resident Engineer		\$106 - \$125	0.0	\$ 115.50	\$ -
Sr. Planner		\$48 - \$70	0.0	\$ 59.00	\$ -
Planner II		\$41 - \$50	0.0	\$ 45.50	\$ -
Planner I		\$30 - \$40	0.0	\$ 35.00	\$ -
Funding Manager		\$103 - \$125	0.0	\$ 114.00	\$ -
Sr. Funding Specialist		\$70 - \$85	0.0	\$ 77.50	\$ -
Funding Specialist		\$39 - \$75	0.0	\$ 57.00	\$ -
Project Accountant Manager		\$65 - \$75	0.0	\$ 70.00	\$ -
Project Accountant		\$35 - \$60	4.0	\$ 47.50	\$ 190.00
Sr. Project Coordinator		\$44 - \$65	16.0	\$ 54.50	\$ 872.00
Project Coordinator		\$37 - \$55	0.0	\$ 46.00	\$ -
Sr. Project Assistant		\$40 - \$55	0.0	\$ 47.50	\$ -
Project Assistant		\$28 - \$40	0.0	\$ 34.00	\$ -
Sr. Technical Writer		\$37 - \$55	0.0	\$ 46.00	\$ -
Technical Writer		\$36 - \$45	0.0	\$ 40.50	\$ -
Sr. Graphic Manager		\$57 - \$80	0.0	\$ 68.50	\$ -
Sr. Graphic Designer		\$43 - \$65	0.0	\$ 54.00	\$ -
Graphic Designer		\$34 - \$45	0.0	\$ 39.50	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 31,090.00
b) Anticipated Salary Increases (see page 2 for calculation)	(0.00)
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 31,090.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 92.57%)	e) Total Fringe Benefits [(c) x (d)]	\$ 28,780.01
f) Overhead (Rate: 58.18%)	g) Overhead [(c) x (f)]	\$ 18,088.16
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 46,868.18
k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00 %		\$ 7,795.82

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	
Mileage	0	miles	\$0.67	\$ -
Mileage - Survey	0	miles	\$0.67	\$ -
Copies	0	EA	\$0.05	\$ -
Reproductions - full size	0	sheets	\$1.00	\$ -
Reproductions - half size	0	sheets	\$0.35	\$ -
Structure/Quantity Calculations	0	sheets	\$0.05	\$ -
Misc. Costs	0	LS	\$500.00	\$ -
Overnight Mail/Mail	0	EA	\$15.00	\$ -
Potholing	0	EA	\$5,000.00	\$ -
Misc. Surveys (Maps, PTR's etc.)	0	LS	\$1,000.00	\$ -
Safety Plan	0	LS	\$1,000.00	\$ -
Traffic Control	0	LS	\$3,000.00	\$ -
Per Diem	0	Day	\$260.00	\$ -
MTLS Mobile Scanner	0	Day	\$8,000.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (add additional pages if necessary)

Subconsultant 1: FCS	\$ 34,362.98
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m) TOTAL SUBCONSULTANTS' COSTS	\$ 34,362.98
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 34,362.98
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 120,116.97

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	Year Contract Duration
\$31,090.00	/	454.0	=	\$68.48	Year 1 Avg Hourly Rates

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Average Hourly Rate		Escalation			
Year 1	\$68.48	+	0.00%	=	\$68.48	Year 2 Avg Hourly Rate
Year 2	\$68.48	+	0.00%	=	\$68.48	Year 3 Avg Hourly Rate
Year 3	\$68.48	+	0.00%	=	\$68.48	Year 4 Avg Hourly Rate
Year 4	\$68.48	+	0.00%	=	\$68.48	Year 5 Avg Hourly Rate
Year 5	\$68.48	+	0.00%	=	\$68.48	Year 6 Avg Hourly Rate
Year 6	\$68.48	+	0.00%	=	\$68.48	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total hours per Cost Proposal		Total Hours per Year	
Year 1	100%	x	454.0	=	454.0	Estimated Hours Year 1
Year 2	0%	x	454.0	=	0.0	Estimated Hours Year 2
Year 3	0%	x	454.0	=	0.0	Estimated Hours Year 3
Year 4	0%	x	454.0	=	0.0	Estimated Hours Year 4
Year 5	0%	x	454.0	=	0.0	Estimated Hours Year 5
Year 6	0%	x	454.0	=	0.0	Estimated Hours Year 6
Total	100%		Total		454.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$68.48	x	454.0	=	\$31,090.00	Estimated Cost Year 1
Year 2	\$68.48	x	0.0	=	\$0.00	Estimated Cost Year 2
Year 3	\$68.48	x	0.0	=	\$0.00	Estimated Cost Year 3
Year 4	\$68.48	x	0.0	=	\$0.00	Estimated Cost Year 4
Year 5	\$68.48	x	0.0	=	\$0.00	Estimated Cost Year 5
Year 6	\$68.48	x	0.0	=	\$0.00	Estimated Cost Year 6
Total Direct Labor Cost with Escalation					\$31,090.00	
Direct Labor Subtotal before Escalation					\$31,090.00	
Estimated total of Direct Labor Salary Increase					(\$0.00)	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant: **FCS International, Inc. dba FirstCarbon Solutions**

Project No. _____ Contract No. _____

Date _____

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Associate Director	Philip Ault, MS, LEED AP	70-100	20	\$ 80.00	\$ 1,600.00
ES Project Manager		40-70	35	\$ 58.00	\$ 2,030.00
Senior Biologist II		60-90	5	\$ 69.71	\$ 348.55
Biological Monitor		30-60	5	\$ 35.00	\$ 175.00
Senior Attorney		80-110		\$ 100.00	\$ -
GIS Scientist II		40-70	12	\$ 51.00	\$ 612.00
Associate II		30-60	60	\$ 36.00	\$ 2,160.00
Senior Managing Editor		40-70	9	\$ 55.00	\$ 495.00
Document Specialist		30-60	9	\$ 36.20	\$ 325.80
Director		80-110	5	\$ 97.50	\$ 487.50
Archeological Manager II		40-70	5	\$ 50.00	\$ 250.00
Senior Scientist I		40-70		\$ 58.00	\$ -
Associate II		40-70	29	\$ 41.00	\$ 1,189.00
Cultural Resources Specialist		30-60		\$ 33.50	\$ -
ES Project Manager		40-70		\$ 40.25	\$ -
ES Analyst		20-50	31	\$ 25.00	\$ 775.00
Air Quality Associate		30-60		\$ 34.00	\$ -
Senior Scientist I		40-70		\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 10,447.85

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 10,447.85**INDIRECT COSTS**

d) Fringe Benefits (Rate: 34.00%)

e) Total Fringe Benefits [(c) x (d)] \$ 3,552.27

f) Overhead & G&A (Rate: 0.00%)

g) Overhead [(c) x (f)] \$ -

h) General & Admin (Rate: 165%)

i) Gen & Admin [(c) x (h)] \$ 17,238.95

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 20,791.22**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ 3,123.91**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
		Miles	\$ 0.67	\$ -
		Miles	\$ 0.67	\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

Subconsultant 2:

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ -**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 34,362.98**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **FCS International, Inc. dba FirstCarbon Solutions**

Project No. _____ Contract No. _____ Date _____

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 10,447.85	225	=	\$ 46.43	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 46.43	+	5%	=	\$ 48.76	Year 1 Avg Hourly Rate
Year 2	\$ 48.76	+	5%	=	\$ 51.19	Year 2 Avg Hourly Rate
Year 3	\$ 51.19	+	5%	=	\$ 53.75	Year 3 Avg Hourly Rate
Year 4	\$ 53.75	+	5%	=	\$ 56.44	Year 4 Avg Hourly Rate
Year 5	\$ 56.44	+	5%	=	\$ 59.26	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	225.0	=	225.0	Estimated Hours Year 1
Year 2		*	225.0	=	0.0	Estimated Hours Year 2
Year 3		*	225.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	225.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	225.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	225.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 46.43	*	225	=	\$ 10,447.85	Estimated Hours Year 1
Year 2	\$ 48.76	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 51.19	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 53.75	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 56.44	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 10,447.85	
Direct Labor Subtotal before Escalation				=	\$ 10,447.85	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

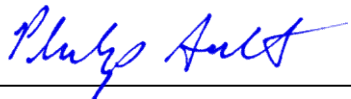
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract

3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

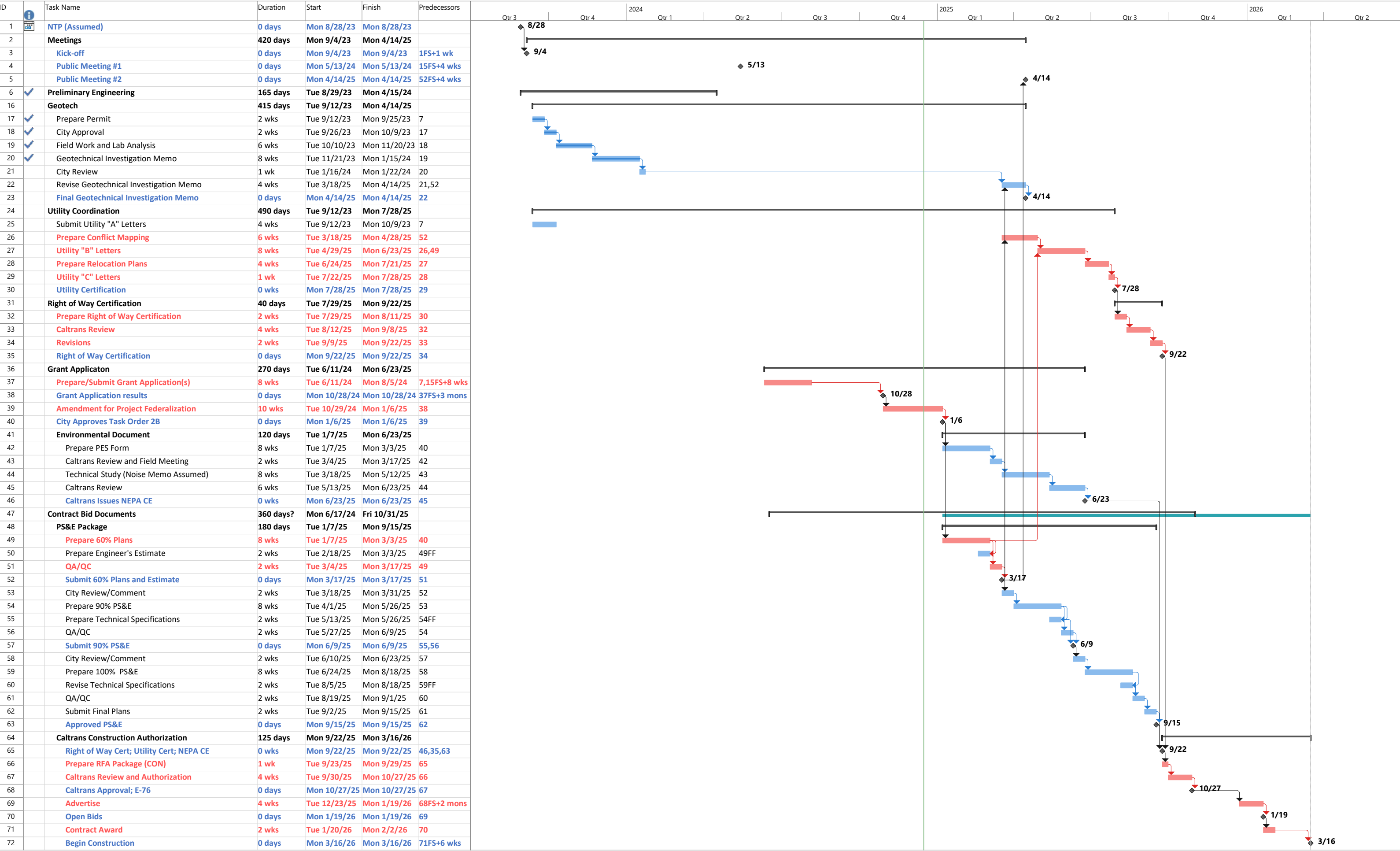
Prime Consultant or Subconsultant Certifying:

Name:	<u>Philip Ault, MS, LEED AP</u>	Title *:	<u>Associate Director</u>
Signature:		Date of Certification:	<u>7/11/2024</u>
Email:	<u>pault@fcs-intl.com</u>	Phone number:	<u>559.930.6191 (cell)</u>
Address:	<u>7726 N. First Street, #413, Fresno, CA 93720</u>		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

• CEQA/NEPA Documentation • Technical Studies (Air Quality, Biological Resources, Cultural Resources, Noise) • Regulatory Permitting Services



City Council Staff Report

January 28, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Fred Pezeshk, P.E., Roads Program Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 7 for Task Order No. 2B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$46,515.85 to be funded by Fund 115 "Measure A – Roads" for City Project No. 23-033 as "NV5 CM Task Order No. 2B for City Project No. 23-033"

2. DISCUSSION OF ISSUE:

On February 27, 2024, the City Council approved Task Order No. 2 as Amendment No. 2 under the terms of the Master Agreement with NV5, Inc. to provide Construction Management and Inspection Services for City Project No. 23-033. The following streets are included in this bid package:

City Project No. 23-033 "Siegfried Task Order No. 1 for Roads Program CIP Projects"			
Street Name	From	To	District
Columbia Ave.	Lander Ave.	West Ave. South	2
Lane St.	High St.	Castor St.	2
S. Beech St.	W. Main St.	South End	2
S. Laurel St.	Columbia St.	Vermont Ave.	2
Farr St.	W. Main St.	Castor St.	2

Scope of services for construction management and inspection is described in three (3) activity components: Pre-Construction, Construction Management and Inspection, and Post-Construction. However, since the design was still ongoing at the time, each Task Order only included the scope and fee for "Pre- Construction" activities.

With the completion of the design, critical items, such as the final scope of construction work, the engineer's estimate of probable construction costs, sequencing of construction, and the number of working days, were determined and a detailed scope of services for the remaining activities was developed. Subsequently, on May 14, 2024, the City Council approved Amendment No. 4 for Task Order No. 2A to provide for the scope of services and fee associated with "Construction Management and Inspection" and "Post-Construction Services" activities.

As construction progressed, the need has been identified for additional effort as required to:

- Support the construction schedule resulting in overtime hours for construction inspection and materials testing staff
- Address the contractor's potential claims
- Provide for construction management and inspection services for reconstruction of S. Laurel Street once the water main replacement project is completed under City Project No. 23-040 (City Project 23-033 has been suspended in the meantime)

Overtime hours for construction inspection and materials testing, the effort required to resolve construction claims, and the additional scope of services due to suspension of construction activities on S. Laurel Street were not included in Task Order 2A as they were unforeseen when Amendment No. 4 was approved.

Task Order 2B provides for the costs associated with construction inspection and materials testing staff overtime hours, the claims resolution efforts, and construction management and inspection services for S. Laurel Street.

3. BASIS OF RECOMMENDATION:

- A. The proposed Amendments are essential to ensuring that adequate resources are available for advancing the construction of Roads Program CIP projects.
- B. This action is consistent with Council's stated goal of utilizing Measure A revenues to expedite road repair projects.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed action will be \$46,515.85 which will be funded from Fund 115 "Measure A – Roads", account number 115-10-115.43327 "Construction Management." The cumulative fiscal impact, including previous Amendments is estimated to be \$579,787.25.

Amendment No. 2 for Task Order No. 2	\$ 53,528.35
Amendment No. 4 for Task Order No. 2A	\$479,743.05
Amendment No. 7 for Task Order No. 2B (Proposed)	\$ 46,515.85
Total Estimated Fiscal Impact	\$579,787.25

Appropriate funds have been allocated during Fiscal Year 2024-25 budget process to cover this Amendment.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Approving the amendments to the task orders described above will not have a direct or

reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) because it consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

- A. Council could choose not to approve Amendment No. 7 to the Master Agreement with NV5, Inc. Staff does not recommend this alternative as it is essential to ensure that adequate resources are made available for management and inspection of construction activities and to avoid delaying the construction.
- B. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Amendment No. 7 for Task Order No. 2B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING AMENDMENT }
NO. 7 FOR TASK ORDER NO. 2B UNDER THE }
TERMS OF THE MASTER AGREEMENT (CITY }
CONTRACT NO. 2024-111) WITH NV5, INC. }
(FRESNO, CALIFORNIA OFFICE) FOR }
CONSTRUCTION MANAGEMENT AND }
INSPECTION SERVICES FOR THE CITY OF }
TURLOCK'S ROADS INITIATIVE PROGRAM IN }
THE AMOUNT OF \$46,515.85 TO BE FUNDED }
BY FUND 115 "MEASURE A – ROADS" FOR }
CITY PROJECT NO. 23-033 AS "NV5 CM }
TASK ORDER NO. 2B FOR CITY PROJECT }
NO. 23-033" }**

RESOLUTION NO. 2025-

WHEREAS, under a separate resolution on February 27, 2024, the City Council approved a Master Agreement (City Contract No. 2024-111) for Construction Management and Inspection Services for Roads Program CIP Projects ("Agreement") between the City of Turlock ("City") and NV5, Inc. ("Professional"); and

WHEREAS, Construction Management and Inspection Services comprise three (3) components: Pre-Construction, Construction Management and Inspection, and Post-Construction; and

WHEREAS, Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, Amendment No. 2 provided for the scope of services and fees for "Pre-Construction" services for City Project No. 23-033 as "NV5 CM Task Order No. 2 for City Project No. 23-033;" and

WHEREAS, Amendment No. 4 provided for the scope of services and fees for "Construction Management and Inspection" and "Post-Construction" services for said City Project as "NV5 CM Task Order No. 2A for City Project No. 23-033;" and

WHEREAS, additional effort is required to support the construction schedule, to resolve contractor's potential claims, and to provide construction management and inspection services for reconstruction of S. Laurel Street once the water main replacement project is completed under City Project No. 23-040 (City Project 23-033 has been suspended in the meantime), the costs of which were not included in Amendment No. 4, as they were unforeseen at the time; and

WHEREAS, City desires that Professional provide said additional scope of services as "NV5 CM Task Order No. 2B for City Project No. 23-033;" and

WHEREAS, Amendment No. 7 for Task Order No. 2B provides for the additional scope of services and associated fees; and

WHEREAS, the cost of said services for is estimated to be \$46,515.85; and

WHEREAS, funding is available from Fund 115 "Measure A – Roads" account number 115-10-115.43327 "Construction Management" for costs associated with said City Project; and

WHEREAS, this action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines because it consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 7 for Task Order No. 2B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$46,515.85 to be funded by Fund 115 "Measure A – Roads" for City Project No. 23-033 as "NV5 CM Task Order No. 2B for City Project No. 23-033."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California



AMENDMENT NO. 7 FOR TASK ORDER NO. 2B
Under the Terms of the
MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
NV5, INC.
for
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
City Contract No. 2024-111

City Project No. 23-033

THIS AMENDMENT NO. 7 for Task Order No. 2B under the terms of City Contract No. 2024-111 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and NV5, INC., a California corporation ("Professional"), on this _____ day of _____ 2025 (the "Effective Date of Task Order No. 2B"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 7.

WHEREAS, the Parties hereto previously entered into a Master Agreement (City Contract No. 2024-111) dated February 27, 2024, for Construction Management and Inspection Services for Roads Program Capital Improvement Program (CIP) Projects ("Agreement"); and

WHEREAS, Construction Management and Inspection Services comprise three (3) components: Pre-Construction, Construction Management and Inspection, and Post-Construction; and

WHEREAS, Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, Amendment No. 2 provided for the scope of services and fees for "Pre-Construction" services for City Project No. 23-033 as "NV5 CM Task Order No. 2 for City Project No. 23-033;" and

WHEREAS, Amendment No. 4 provided for the scope of services and fees for "Construction Management and Inspection" and "Post-Construction" services for said City Project as "NV5 CM Task Order No. 2A for City Project No. 23-033;" and

WHEREAS, additional effort is required to support the construction schedule, to resolve contractor's potential claims, and to provide construction management and inspection services

for reconstruction of S. Laurel Street once the water main replacement project is completed under City Project No. 23-040 (City Project 23-033 has been suspended in the meantime), the costs of which were not included in Amendment No. 4, as they were unforeseen at the time; and

WHEREAS, City desires that Professional provide said additional scope of services as “NV5 CM Task Order No. 2B for City Project No. 23-033;” and

WHEREAS, Amendment No. 7 for Task Order No. 2B provides for the additional scope of services and associated fees for said City Project.

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

1. **Exhibit H**, attached hereto and incorporated herein by reference, is hereby added to the Agreement.

2. Recital B of the Agreement is amended to read as follows:

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibits A through H** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

4. Recital C of the Agreement is amended to read as follows:

C. The Parties anticipate that one or more projects for Services shall be determined through creation of a Task Order as a City-requested modification of services under Section 5.2 of this Agreement which shall be approved by written amendment to this Agreement. The Parties shall outline the schedule or timeline for providing the Services agreed upon under each Task Order (“Completion Schedule”), which shall be included in one or more written amendments to this Agreement. Such Completion Schedule is included in **Exhibit H**.

5. Recital D of the Agreement is amended to read as follows:

D. The Parties shall outline the rates and method of payment to Professional for its performance of the Services under this Agreement as determined under each Task Order (“Compensation Schedule”), which shall be included in one or more written amendments to this Agreement. Such Compensation Schedule is included in **Exhibit H**.

6. Section 5 of the Agreement is amended to read as follows:

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

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

7. Section 6 of the Agreement is amended to read as follows:

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H. City's total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement. The compensation for Amendment No. 7 shall not exceed Forty-Six Thousand Five-Hundred-Fifteen Dollars and Eighty-Five Cents (\$46,515.85), and Five-Hundred-Seventy-Nine Thousand Seven-Hundred-Eighty-Seven Dollars and Twenty-Five Cents (\$579,787.25) for City Project No. 23-033 ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

Amendment 2 for Task Order No. 2	\$ 53,528.35
Amendment 4 for Task Order No. 2A	\$479,743.05
Amendment 7 for Task Order No. 2B	<u>\$ 46,515.85</u>
Project 23-033 Not-to-Exceed Amount	\$579,787.25

7. **Execution and Counterparts.** This Amendment may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Amendment and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility
8. All other terms and conditions of the Agreement shall remain in full force and effect for the Term of the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 7 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

**NV5, INC., a California
corporation**

Lori Goodwin

By: _____
Lori Goodwin, Vice President

Date 01/09/2025

CITY

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

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

January 7, 2025

Fred Pezeshk, PE
Roads Program Manager
City of Turlock
156 S Broadway, Turlock, CA 95380
via email to fpezeshk@turlock.ca.us

**SUBJECT: City of Turlock Contract No. 2024-111 T.O. #2B
(Project No. 23-033)**

Re: Task Order #2B – Additional Services for Task Order #2

Dear Mr. Pezeshk,

Please find attached NV5's revised 10-H1 Cost Proposal dated 01/07/2025 to perform the additional construction management services requested for Turlock Roads Program CIP Contract No. 23-033. As previously discussed with you, unforeseen contract scope changes have occurred during the project that have exceeded our ability to complete the construction and post-construction scope of services within the original budget. Brief summaries of these additional services are listed below:

1. Project Suspension

Per Note 5 in the submitted cost proposal for Task Order #2A, our cost estimate was based on the construction phase of the project being completed within 95 working days, and time extensions may result in additional construction management services and fees. On 10/23/24, a critical delay to the project completion date started due to the City's waterline replacement project preventing the contractor from proceeding with the roadway reconstruction work on S Laurel St. Per the City's direction, the Project 23-033 has been suspended until Spring 2025. At this time, it is anticipated the waterline replacement project will be completed, and the contractor will return to complete the roadway reconstruction. The contractor estimates they will need an additional 20 working days to complete the remaining work. These additional 20 working days were not included in the cost proposal for Task Order #2A.

Name	Classification/Title	WDs	Hours per Day	Total Hours	Billing Rate	Amount
Kramer Walker, PE	Resident Engineer	20	4	80	\$295.19	\$23,615.20
Kolton Walker, EIT	Assistant R.E.	20	4	80	\$157.44	\$12,595.20
John Galli	Inspector	20	8	160	\$203.32	\$32,531.20
TOTAL						\$68,741.60

During the performance of the contract, NV5 experienced efficiencies that reduced the overall cost of the construction management services provided. As a result of these efficiencies, a total of -(\$60,993.60) shall be credited to the City.

Name	Classification/Title	Total Hours	Billing Rate	Amount
Kramer Walker, PE	Resident Engineer	-120	\$295.19	-\$35,422.80
Kolton Walker, EIT	Assistant R.E.	-80	\$157.44	-\$12,595.20
John Galli	Inspector	-60	\$203.32	-\$12,199.20
TOTAL				-\$60,217.20

A net amount of \$8,524.40 is requested for the extended project completion.

2. Inspector Overtime

Per Note 2 and Note 5 in the Task #2A cost proposal, our cost estimate did not include overtime, weekend, or holiday work. Due to extended working shifts and Saturday work performed by the Contractor, specifically during paving operations, our inspector has worked 60 hours of overtime on the project. These additional 60 hours were not included in the original cost proposal.

Name	Classification/Title	Total Hours	Billing Rate	Amount
John Galli	Inspector	60	\$203.32	\$12,199.20
TOTAL				\$12,199.20

3. Claims Resolution

Per Task 2.24 of the submitted Scope of Work for Task #2A, claims resolution work handled in the post-construction period was not included in our cost estimate because the amount of work cannot be determined ahead of time. To date the Contractor has submitted one (1) Potential Claim Record. Additional efforts will be required by the Resident Engineer during the post-construction period to assist the City with the claims resolution. Based on what is known at this time, and assuming all claims will be resolved by the end of February 2025, the estimated additional costs are summarized below. If the complexity of resolving these claims changes, additional efforts may be required.

Name	Classification/Title	Total Hours	Billing Rate	Amount
Kramer Walker, PE	Resident Engineer	40	\$295.19	\$11,807.60
Neil Novotny, EIT	Project Engineer	20	\$118.85	\$2,377.00
TOTAL				\$14,184.60

4. BSK (Materials Testing) Overtime

Similar to Item #2 above, the Contractor's extended work shifts, specifically during paving operations, required the BSK material testers to incur overtime hours. The testers have worked 53 hours of overtime on the project. These additional 53 hours were not included in the Task #1A proposal.

Classification/Title	Total Hours	OT Billing Rate	Amount
Engineering Technician	53	\$219.00	\$11,607.00
TOTAL			\$11,607.00



SUMMARY

Based on the contract scope changes described above, NV5 requests a contract amendment of \$46,515.85 to complete the Task Order #2 services for the project, summarized as follows:

Item #	Description	Amount
#1	Project Suspension	\$8,524.40
#2	Inspector Overtime	\$12,199.20
#3	Claims Resolution	\$14,184.60
#4	BSK (Materials Testing) Overtime	\$11,607.00
	Exhibit 10-H1 Rounding	\$1.05
TOTAL		\$46,515.85

NV5 has been and will continue to manage staff hours to help with budget efficiency while providing the required level of services through the remaining construction and post-construction activities.

We appreciate your attention and consideration to this matter. If you have any questions or need additional information, please feel free to call me at (559) 240-5494.

Sincerely,
NV5, Inc.

Kramer Walker, P.E.
Resident Engineer

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant NV5, Inc.Project No. 23-033Contract No. 2024-111 Task Order #2BDate 1/7/2025**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Brad Riel, PE*	0	\$127.41	\$0.00
Resident Engineer	Kramer Walker, PE*	0	\$113.43	\$0.00
Office Engineer	Kolton Walker, EIT*	0	\$60.50	\$0.00
Inspector	John Galli**	160	\$78.13	\$12,500.80
Inspector	Jason Frank**	0	\$94.50	\$0.00
Alt Inspector	Kolton Walker, EIT*	0	\$79.68	\$0.00
Project Engineer	Neil Novotny, EIT	20	\$45.67	\$913.40
		0		\$0.00

180

LABOR COSTS

a) Subtotal Direct Labor Costs

\$13,414.20

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]**

\$13,414.20

FRINGE BENEFITSd) Fringe Benefits (Rate: 0.00%)e) **Total Fringe Benefits**

[(c) x (d)]

\$0.00

INDIRECT COSTS

f) Overhead

(Rate: 136.58%)

g) Overhead [(c) x (f)]

\$18,321.11

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) **Total Indirect Costs [(e) + (g) + (i)]**

\$18,321.11

FIXED FEE (Profit)q) (Rate: 10.00%)k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]**

\$3,173.53

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Field Supplies	TBD	TBD	Actual	\$0.00

l) **TOTAL OTHER DIRECT COSTS**

\$0.00

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: BSK (Material Testing)	\$11,607.00
Subconsultant 2: UNICO (Survey QA)	\$0.00
m) TOTAL SUBCONSULTANTS	\$11,607.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]**

\$11,607.00

TOTAL COST [(c) +(j) + (k) + (n)]

\$46,515.85

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant NV5, Inc. Contract No. 2024-111 Task Date 1/7/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$13,414.20	180	=	\$74.52	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$74.52	+	5%	=	\$78.25	Year 2 Avg Hourly Rate
Year 2	\$78.25	+	5%	=	\$82.16	Year 3 Avg Hourly Rate
Year 3	\$82.16	+	5%	=	\$86.27	Year 4 Avg Hourly Rate
Year 4	\$86.27	+	5%	=	\$90.58	Year 5 Avg Hourly Rate
Year 5	\$90.58	+	5%	=	\$95.11	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	180.0	=	180.0	Estimated Hours Year 1
Year 2	0.00%	*	180.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	180.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	180.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	180.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	180.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$74.52	*	180	=	\$13,414.20	Estimated Hours Year 1
Year 2	\$78.25	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$82.16	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$86.27	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$90.58	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$13,414.20	
Direct Labor Subtotal before Escalation				=	\$13,414.20	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that the year one rates expire 03/31/25 and salary increases due to escalation are effective 04/01/25.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lori Goodwin Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 1/8/2025

Email: lori.goodwin@nv5.com Phone Number: 559-661-5228

Address: [2109 West Bullard Avenue, Suite 145, Fresno, CA 93711](#)

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management Services

City Council Staff Report

January 28, 2025



From: Jason Hedden, Police Chief
Prepared by: Amanda Fortado, Support Operations Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Authorizing an agreement, in a form approved by the City Attorney, between the City of Turlock and Flock Safety, with a contract amount of one million one hundred thirty-three thousand five hundred fifty dollars (\$1,133,550) over five (5) years for automated license plate recognition and appropriating a one-time transfer from expense account number 117-10-190.48001_351 "Transfers Out To F240 for LPR's" Fund 117 "Cannabis" unassigned reserve in an amount of five hundred sixty-six thousand seven hundred seventy-five dollars (\$566,775) and a one-time transfer from expense account number 118-20-210.48001_351 "Transfers Out To F240 for LPR's" Fund 118 "Measure A" unassigned reserve in an amount of five hundred sixty-six thousand seven hundred seventy-five dollars (\$566,775) and a one-time transfer to revenue account number 240-00-000-213.38001_351 "Transfers In From F117 & F118 for LPR's" and appropriate two hundred fifty-one thousand one hundred fifty dollars (\$251,150) to expense account number 240-00-000-213.51034 "Cameras for License Plate Reader Program" for the first year payment

2. DISCUSSION OF ISSUE:

For the last eighteen months, the City of Turlock Police Department has used an Automated License Plate Recognition system at five key intersections in the City of Turlock. The ALPR system consists of cameras mounted to traffic signal poles that automatically takes photographs of vehicle license plates that are then translated into letters and numbers. The resulting data is compared to law enforcement databases to see if the vehicle has been reported stolen, used in a crime, or is displaying a lost or stolen license plate. If the license number is found to be flagged, the system alerts the Department when the vehicle is detected. Prior to any enforcement activity being initiated, officers are required to verify the alert with dispatch or directly via the California Law Enforcement Telecommunications System (CLETS). The ALPR data is only accessible by law enforcement personnel for official investigative purposes and all access is logged by an authorized user.

With the initial installation of the ALPR system in Turlock in 2023, Turlock Police Department joined a countywide network of ALPR cameras manufactured by EpicIO, formally Intellisite. As a member of this network, Turlock Police Department has access to data from other EpicIO ALPR cameras throughout the County. This sharing of data allows participating law enforcement agencies to enter suspect vehicles so that any participating agency may be alerted to the presence of a wanted vehicle, regardless of which jurisdiction entered the vehicle. This has proven to be very helpful in solving several cases originating in the City of Turlock.

Due to the success of our current ALPR system, the Turlock Police Department seeks to expand the ALPR system with cameras manufactured by Flock Safety. Flock Safety ALPR

cameras offer additional features and data that EpicIO currently does not offer. Features such as the ability to capture images of vehicles which do not have a license plate attached or have a license plate cover and the ability to search for vehicles with unique features such as bumper stickers, decals, and roof racks, are offered features of the Flock Safety ALPR cameras. Similar to EpicIO, a Flock Safety subscription will allow Turlock Police Officers access to data obtained from other Flock Safety subscribers including Merced County Sheriff's Office, Atwater Police Department, Livingston Police Department, California Highway Patrol, Gustine Police Department, and Manteca Police Department. The current agreement is a five year initial term and two year renewal options thereafter.

The Turlock Police Department has identified an additional thirteen intersections for installation of ALPR cameras. These thirteen intersections, along with our current six intersections monitored by EpicIO ALPR cameras will provide more robust coverage of most major roads leading into and out of the City of Turlock. Staff have also identified four intersections within the interior of the City of Turlock which they believe will be most beneficial for deterring crime and assisting with the apprehension of suspects.

With approval of this item, and the recent allocation of funds to purchase a subscription to the Vigilant ALPR database, along with our current vendor EpicIO, Turlock Police Department will have access to the three most common ALPR databases in the surrounding area. Having the ability to enter vehicles into these three systems that are of interest to Turlock Police officers, and the ability to search all three databases will decrease our dependence on allied agencies to enter and search for vehicles on our behalf as well as allow for an immediate response to inquiries, allowing officers to react in a more timely manner.

3. BASIS OF RECOMMENDATION:

City Council authorization is required to execute agreements.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriating a one-time transfer from expense account number 117-10-190.48001_351 "Transfers Out To F240 for LPR's" Fund 117 "Cannabis" unassigned reserve in an amount of five hundred sixty-six thousand seven hundred seventy-five dollars (\$566,775) and a one-time transfer from expense account number 118-20-210.48001_351 "Transfers Out To F240 for LPR's" Fund 118 "Measure A" unassigned reserve in an amount of five hundred sixty-six thousand seven hundred seventy-five dollars (\$566,775) and a one-time transfer to revenue account number 240-00-000-213.38001_351 "Transfers In From F117 & F118 for LPR's" and appropriate two hundred fifty-one thousand one hundred fifty dollars (\$251,150) to expense account number 240-00-000-213.51034 "Cameras for License Plate Reader Program" for the first year payment.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

Council may reject the service agreement. However, this is not recommended because by entering into an agreement with this vendor, Staff is able to utilize multiple ALPR vendors as well as expand the number of intersections utilizing license plate readers, broadening the scope of available data.

9. ATTACHMENTS:

1. Draft Resolution
2. Master Service Agreement
3. Exhibit to Master Service Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING AN }
AGREEMENT, IN A FORM APPROVED BY THE }
CITY ATTORNEY, BETWEEN THE CITY OF }
TURLOCK AND FLOCK SAFETY, WITH A }
CONTRACT AMOUNT OF ONE MILLION ONE }
HUNDRED THIRTY-THREE THOUSAND FIVE }
HUNDRED FIFTY DOLLARS (\$1,133,550) OVER }
(5) FIVE YEARS FOR AUTOMATED LICENSE }
PLATE RECOGNITION AND APPROPRIATING A }
ONE- TIME TRANSFER FROM EXPENSE }
ACCOUNT NUMBER 117-10-190.48001_351 }
"TRANSFERS OUT TO F240 FOR LPR'S" }
FUND 117 "CANNABIS" UNASSIGNED }
RESERVE IN AN AMOUNT OF FIVE HUNDRED }
SIXTY-SIX THOUSAND SEVEN HUNDRED }
SEVENTY-FIVE DOLLARS (\$566,775) AND A }
ONE-TIME TRANSFER FROM EXPENSE }
ACCOUNT NUMBER 118-20-210.48001_351 }
"TRANSFERS OUT TO F240 FOR LPR'S" FUND }
118 "MEASURE A" UNASSIGNED RESERVE IN }
AN AMOUNT OF FIVE HUNDRED SIXTY-SIX }
THOUSAND SEVEN HUNDRED SEVENTY-FIVE }
DOLLARS (\$566,775) AND A ONE-TIME }
TRANSFER TO REVENUE ACCOUNT NUMBER }
240-00-000-213.38001_351 "TRANSFERS IN }
FROM F117 & F118 FOR LPR'S" AND }
APPROPRIATE TWO HUNDRED FIFTY-ONE }
THOUSAND ONE HUNDRED FIFTY DOLLARS }
(\$251,150) TO EXPENSE ACCOUNT NUMBER }
240-00-000-213.51034 "CAMERAS FOR }
LICENSE PLATE READER PROGRAM" FOR }
THE FIRST YEAR PAYMENT }

RESOLUTION NO. 2025-

WHEREAS, for the last eighteen months, the City of Turlock Police Department has used an Automated License Plate Recognition system at five key intersections in the City of Turlock; and

WHEREAS, with the initial installation of the ALPR system in Turlock in 2023, Turlock Police Department joined a countywide network of ALPR cameras manufactured by EpicIO and now has access to data from other EpicIO ALPR cameras throughout the County, allowing participating law enforcement agencies to enter suspect vehicles so that any participating agency may be alerted to the presence of a wanted vehicle, regardless of which jurisdiction entered the vehicle; and

WHEREAS, due to the success of our current ALPR system, the Turlock Police Department seeks to expand the ALPR system with cameras manufactured by Flock

Safety, cameras that offer additional features and data that EpicIO currently does not offer and providing access to a Flock Safety subscription allowing Turlock Police Officers access to data obtained from other Flock Safety subscribers including Merced County Sheriff's Office, Atwater Police Department, Livingston Police Department, California Highway Patrol, Gustine Police Department, and Manteca Police Department; and

WHEREAS, the Turlock Police Department has identified an additional thirteen intersections for installation of ALPR cameras. These along with our current six intersections monitored by EpicIO ALPR cameras will provide more robust coverage of most major roads leading into and out of the City of Turlock; and

WHEREAS, with approval of this item, and the recent allocation of funds to purchase a subscription to the Vigilant ALPR database, along with our current vendor EpicIO, Turlock Police Department will have access to the three most common ALPR databases in the surrounding area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize an agreement between the City of Turlock and Flock Safety, with a contract amount of one million one hundred thirty-three thousand five hundred fifty dollars (\$1,133,550) over five (5) years for automated license plate recognition and appropriating a one-time transfer from expense account number 117-10-190.48001_351 "Transfers Out To F240 for LPR's" Fund 117 "Cannabis" unassigned reserve in an amount of five hundred sixty-six thousand seven hundred seventy-five dollars (\$566,775) and a one-time transfer from expense account number 118-20-210.48001_351 "Transfers Out To F240 for LPR's" Fund 118 "Measure A" unassigned reserve in an amount of five hundred sixty-six thousand seven hundred seventy-five dollars (\$566,775) and a one-time transfer to revenue account number 240-00-000-213.38001_351 "Transfers In From F117 & F118 for LPR's" and appropriate two hundred fifty-one thousand one hundred fifty dollars (\$251,150) to expense account number 240-00-000-213.51034 "Cameras for License Plate Reader Program" for the first year payment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

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

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the

Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***“Support Services”***).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (***“Service Interruption”***). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at

least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that

Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and

technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in

no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense,

sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer

any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a

Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. INDEMNITY

9.1

9.1 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the negligent performance of their official duties under this Agreement.

9.2 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. This indemnification will survive termination or expiration of this Agreement.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing

restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain

obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not

contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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

**CITY OF TURLOCK, a California
municipal corporation**

SERVICE PROVIDER

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Jason Hedden, Chief of Police

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

_____,
a _____

By: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of cyber liability, professional liability (errors and omissions), automobile liability, and commercial general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and follow form excess/umbrella coverage, (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate however, the limits available under this Agreement shall not be less than all amount(s) required to satisfy all claims related to and applicable under this Agreement, (iii) the commercial general liability and automobile liability shall name the Customer and be endorsed as additional insured, (iv) all policies shall and be endorsed primary and non-contributory (Customer's insurance/self-insurance shall not contribute), and (v) the commercial general liability, automobile liability and workers' compensation policies shall include and be endorsed with a waiver of subrogation.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and Two Million Dollars (\$2,000,000) products and completed operations aggregate for bodily injury, death, and property damage, including personal injury, contractual

liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits, and **Employer's Liability** with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Flock Safety + CA - Turlock PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Tariq Bright
tariq.bright@flocksafety.com
4088968551



EXHIBIT A
ORDER FORM

Customer: CA - Turlock PD
Legal Entity Name: CA - Turlock PD
Accounts Payable Email: rholeman@turlock.ca.us
Address: 244 N Broadway Ave Turlock, California 95380

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
Retention Period: 90 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$220,600.00
Flock Safety Flock OS			
FlockOS TM - Essentials	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	52	Included
Flock Safety Video Products			
Flock Safety Condor TM PTZ w/ LTE Service	Included	13	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	52	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Electrical Implementation Fee	\$1,250.00	13	\$16,250.00
Professional Services - Standard Implementation Fee	\$650.00	13	\$8,450.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	39	\$5,850.00

Subtotal Year 1: \$251,150.00
Annual Recurring Subtotal: \$220,600.00
Estimated Tax: \$0.00
Contract Total: \$1,133,550.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Special Terms:

- Custom Recurring Subscription: Fusus API Integration

Item	Cost	Quantity	Total
Flock Safety Platform			\$220,600.00
Flock Safety Falcon ®	\$3,000.00	52	\$156,000.00
Flock Safety Condor ™ PTZ w/ LTE Service	\$3,000.00	13	\$39,000.00
Enhanced LPR Upgrade	\$10,000.00	1	\$10,000.00
FlockOS ™ Essentials	Included	1	Included
Extended Data Retention (Up to 1 Year)	\$300.00	52	\$15,600.00
One Time Fees	Cost	Qty	Total
Professional Services - Standard Implementation Fee	\$650.00	13	\$8,450.00
Professional Services – Electrical Implementation Fee	\$1,250.00	13	\$16,250.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	39	\$5,850.00

Annual Billing Schedule	
Year 1	\$251,150.00
Year 2	\$220,600.00
Year 3	\$220,600.00
Year 4	\$220,600.00
Year 5	\$220,600.00
Contract Total:	\$1,133,550.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$251,150.00
Annual Recurring after Year 1	\$220,600.00
Contract Total	\$1,133,550.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Flock Safety Condor™ PTZ w/ LTE Service	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Flock Safety Falcon®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Electrical Implementation Fee	Electrical connection and maintenance services for AC powered devices by Flock qualified electrical workers.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade Falcon camera.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS® to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined

	criteria passes a camera in your organization's network.
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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Turlock PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

City Council Staff Report

January 28, 2025



From: Adrienne Werner, Development Services Director
Prepared by: Adrienne Werner, Development Services Director
Agendized by: Reagan M. Wilson, City Manager

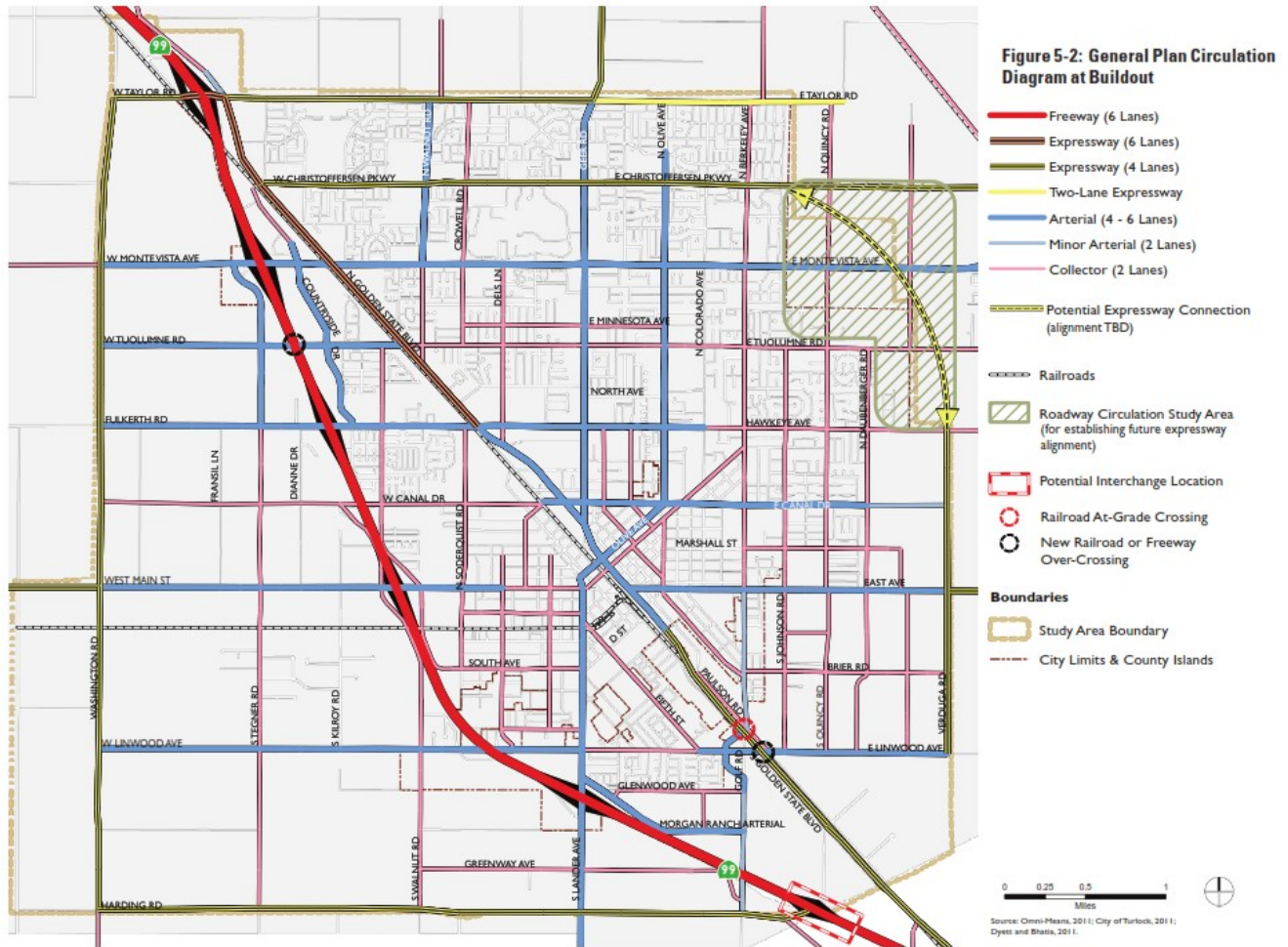
1. ACTION RECOMMENDED:

Ordinance: Adopting an Ordinance and approving a Development Agreement between the City of Turlock and Turlock Marketplace LLC, located at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road, Turlock, California, Stanislaus County Assessor's Parcel Numbers 088-016-001, 088-010-02, and 088-018-052.

2. DISCUSSION OF ISSUE:

The developer proposes to develop the properties at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road as a commercial shopping center with various commercial and retail uses. For the project's viability, the developer requires an access point from West Tuolumne Road, southward into the project, at the location indicated in Exhibit 1. This access point would allow right-in, right-out, and left-in movements into the shopping center.

The Turlock General Plan includes a future flyover over State Route 99, which would extend the existing segment of West Tuolumne Road west of the state route and connect to the existing western segment of West Tuolumne Road. The developer is concerned that the planned flyover could jeopardize the access point on West Tuolumne Road into the shopping center.



The Development Agreement will guarantee that the Developer can maintain the access point from West Tuolumne Road in the proposed location and configuration.

At their December 5, 2024 meeting, by a vote of 5-0, with two Commissioners absent, the Planning Commission recommended the City Council adopt an Ordinance approving the Development Agreement. Negotiations on the Development Agreement continued between the Applicant and City staff after the Planning Commission meeting. Attached is a version of the agreement showing the revisions between the Planning Commission meeting and the City Council hearing.

3. BASIS OF RECOMMENDATION:

1. Development Agreements are legislative acts that may only be entered into if approved by the City Council. At the December 5, 2024 Planning Commission meeting, the Planning Commission voted 6-0 with one member absent, to

recommend the City Council approve the Development Agreement.

4. FISCAL IMPACT / BUDGET AMENDMENT:

All costs associated with processing the application for the Development Agreement have been paid for by the applicant. The adoption of the Ordinance and approval of the Development Agreement ensures future access from W. Tuolumne Road into the future commercial shopping center. Future costs to develop the commercial shopping center are the responsibility of the developer.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines.

8. ALTERNATIVES:

1. Council may decide not to adopt the proposed Ordinance and Development Agreement. However, this option is not recommended, as the development agreement guarantees future access from W. Tuolumne Road to the future commercial shopping center.

2. Council could choose to change or add to the terms in the Development Agreement.

9. ATTACHMENTS:

1. Ordinance
2. DA Compare Version PC draft v CC final Turlock Marketplace
3. DA City - Turlock Marketplace with Exhibits FINAL

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TURLOCK AND TURLOCK MARKETPLACE LLC, RELATING TO A PROPOSED NEW SHOPPING CENTER LOCATED AT 1885 COUNTRYSIDE DRIVE, 2712 W. TUOLUMNE ROAD AND 2630 W. TUOLUMNE ROAD, TURLOCK, CALIFORNIA, STANISLAUS COUNTY ASSESSOR'S PARCEL NUMBERS 088-016-001, 088-010-024, AND 088-018-052	} } } } } } } } } } }	ORDINANCE NO. -CS
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WHEREAS, on November 20, 2024 Turlock Marketplace LLC submitted an application proposing to enter into a Development Agreement with the City of Turlock to facilitate the development of a shopping center; and

WHEREAS, the Turlock General Plan identifies a future flyover (overpass) over State Route 99; which would extend the existing segment of West Tuolumne Road west of the state route and connect to the existing western segment of West Tuolumne Road; and

WHEREAS, the properties affected by this resolution are identified 1885 Countryside Drive, 2712 W. Tuolumne Road and 2630 W. Tuolumne Road, Stanislaus County APNs 088-016-001, 088-010-024, and 088-010-052; and

WHEREAS, the properties are located in the Northwest Triangle Specific Plan and are zoned Planned Development 166 (PD 166) and Community Commercial (CC), respectively, with an underlying General Plan Designation of Community Commercial (CC), which allows for the development of a commercial shopping center; and

WHEREAS, the developer is concerned that the planned flyover could jeopardize the access point on West Tuolumne Road into the future commercial shopping center; and

WHEREAS, the Development Agreement will guarantee that the Developer can maintain the access point from West Tuolumne Road in the proposed location and configuration; and

WHEREAS, on December 5, 2024, the City of Turlock Planning Commission ("Planning Commission") held a duly noticed public hearing to consider the Development Agreement and by a vote of 5-0, with two Commissioners absent recommended the Turlock City Council approve the Development Agreement; and

WHEREAS, the Turlock City Council finds that this request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines.

WHEREAS, the Turlock City Council, based on its independent review and analysis of the Planning Commission's recommendation, oral and written testimony, and the record as a whole, finds after due study, deliberation, and public hearing, and based on its independent judgement, that the following circumstances exist:

1. The Development Agreement is consistent with the goals, policies, and standards of the City's General Plan and all other applicable standards and ordinances of the City.
2. In accordance with the Development Agreement Statute, the City Council finds that the 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 not be detrimental to the health, safety, and general welfare;
 - e) Will not 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.

WHEREAS, the Turlock City Council finds that the Development Agreement conforms to the Development Agreement Statute.

NOW, THEREFORE, BE IT RESOLVED, that the Turlock City Council adopts the Ordinance approving the Development Agreement between the City of Turlock and Turlock Marketplace LLC.

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

SECTION 1. The City Council approves a Development Agreement by and between Turlock Marketplace LLC for access from W. Tuolumne Road, south into the future commercial shopping center located at 1885 Countryside Drive, 2712 W. Tuolumne Road and 2630 W. Tuolumne Road, Stanislaus County APNs 088-016-001, 088-010-024, and 088-010-052 and instructs the City Manager to execute the Development Agreement subject to final approval by the City Attorney.

SECTION 2. Upon passage of this Ordinance, the City Manager is authorized to execute the Development Agreement on behalf of the City. Within ten (10) days of the execution, but no earlier than thirty (30) days, after passage of this Ordinance, the City Clerk shall cause the Development Agreement to be recorded in the office of the Stanislaus County Recorder as provided by Government Code Section 65868.5. The Development Agreement shall not take effect for thirty (30) days following passage and adoption of this Ordinance.

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.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2025, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this ____ day of _____, 2025.

SIGNED:

Amy Bublak, Mayor

ATTEST:

Nichole Fiez, City Clerk
City of Turlock, County of Stanislaus,
State of California

APPROVED AS TO FORM:

George Petrulakis, City Attorney

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Turlock
156 S. Broadway
Turlock, California 95380
Attention: City Clerk

APN 088-016-001-000
APN 088-010-024-000
APN 088-010-052-000

Space Above This Line Reserved for Recorder's Use.
Exempt from Recording Fees. (Government Code sections
6103 and 27383).

DRAFT VERSION 11/25/2024

**DEVELOPMENT AGREEMENT
TURLOCK MARKETPLACE PROJECT
BY AND BETWEEN**

The City of Turlock

AND

**Turlock Marketplace, LLC, a California
limited liability company**

Adopted by City Council Ordinance No. _____,
on _____, **202-2025**

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into by and between TURLOCK MARKETPLACE, LLC, a California limited liability company ("Developer") and the CITY OF TURLOCK, a California municipal corporation ("City"), as of _____, 202__ (the "Effective Date"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

A. The Development Agreement is entered into pursuant to the "Development Agreement Statute" (Government Code section 65864 et seq.) and the Development Agreement Law of the City of Turlock (Article 9 of Chapter 9-5 of Title 9 of the Turlock Municipal Code), which authorize City to enter into a development agreement with any person having a legal or equitable interest in real property for the development of that property.

B. Developer owns or controls those parcels of real property more specifically described in ~~Exhibits~~Exhibit A-1 and A-2 (the "Property" or "Properties") and commonly known as 1885 Countryside Drive, 2712 West Tuolumne Road, and 2630 West Tuolumne Road and identified for convenience as Assessor's Parcel Numbers 088-016-001-000, 088-010-024-000, and 088-010-052-000. The Properties constitute approximately 29.42 acres and are located within the boundaries of the City's Northwest Triangle Specific Plan. The Properties are depicted in Exhibit B.

~~C. The Properties are located within an infill area of the City generally bounded by _____ identified conceptually as shown in Exhibit B (the "Turlock Marketplace Area") located within the Northwest Triangle Specific Plan boundaries. The Turlock Marketplace Area is generally bounded by Countryside Drive to the east, the West Tuolumne Road and the alignment for the extension of same to the north, State Route 99 to the west, and commercial development to the south.~~

D.C. Developer has proposed to develop the Properties as a commercial shopping center including a big box retail center and various other commercial and retail uses (the "Turlock Marketplace Project"), or "Project"). For viability of the Project, Developer requires access from West Tuolumne Road south into the Project area at a location shown in **Exhibit CB** which will allow right-in, right-out and left-in movements into the Project but not left-out movements (the "West Tuolumne Road Access Point"). City in its General Plan has planned for a future flyover over State Route 99 extending the existing eastern segment of West Tuolumne Road west over the state route and connecting to the existing western segment of West Tuolumne Road. Developer has concerns that the future flyover would jeopardize the West Tuolumne Road Access Point. City has confirmed that should the flyover be implemented, the West Tuolumne Road Access Point can be maintained by Developer in its proposed location and configuration as agreed to by the Parties.

E.D. The major purpose of this Agreement is to maintain the viability of the Turlock Marketplace Project by ensuring access to the Project at the West Tuolumne Road Access Point as provided in this Agreement should the City implement the flyover over State Route 99 along the West Tuolumne Road alignment (the “West Tuolumne Road Access Vesting”). As used herein, the West Tuolumne Road Access Vesting shall mean that (i) the right in, right out, and left in driveway access into the Turlock Marketplace Project from Tuolumne Road shall be preserved, and (ii) the location and dimensions of such driveway shall be preserved in such a way to not materially and adversely impact access. The additional purpose of this Agreement is for the Parties to enter into an Agreement that meets the necessary requirements of the Development Agreement Statute and the Development Agreement Law of the City of Turlock while providing the Parties the necessary flexibility to implement subsequent aspects of the Turlock Marketplace Project.

F.E. City has determined that this Agreement is consistent with the General Plan and the Northwest Triangle Specific Plan and meets all requirements under the Development Agreement Statute and the Development Agreement Law of the City of Turlock. City further has determined that all necessary proceedings related to this Agreement have been conducted in accordance with City and state rules and regulations. City has further determined that development of the Turlock Marketplace Project will result in significant public benefits in furthering the City’s economic development goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1 **GENERAL PROVISIONS**

Section 1.1. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of the Agreement. In the event of any inconsistency between the Recitals and the provisions of the Agreement, the provisions of the Agreement shall prevail.

Section 1.2. Exhibits. The following “Exhibits” are attached hereto and incorporated into and made part of this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A-1	List of Developer Properties
Exhibit A-2	Legal Description of Developer Properties
Exhibit B	Turlock Marketplace Area

Exhibit <u>GB</u>	Depiction of <u>Properties and</u> West Tuolumne Road Access Point
<u>Exhibit C</u>	<u>Form of Assignment and Assumption Agreement</u>
Exhibit D	Form of <u>Partial Assignment and</u> Assumption Agreement
Exhibit E	Form of Notice of Termination
<u>Exhibit F</u>	<u>Revised Standards and Specifications</u>

Section 1.3. Project is a Private Undertaking. The Parties agree that the Turlock Marketplace Project is a private development and that City has no interest therein except as authorized in the exercise of its governmental functions. Nothing in this Agreement shall preclude Developer, without City review and approval, from forming a private investment entity, entering into a joint venture or selling, leasing, or otherwise entering into agreements with respect to any portion, parcel, or development phase to or with another party for the purpose of developing, managing, or completing any portion of the Turlock Marketplace Project.

Section 1.4. Effective Date of Agreement and Operative Date of Agreement. The Agreement shall become effective on the “Effective Date” of the Agreement which shall occur when the ordinance approving this Agreement becomes effective. The Agreement shall be binding on each Party on the date of each Party’s execution of the Agreement.

Section 1.5. Recordation of Development Agreement. The City Clerk shall cause a copy of the Development Agreement to be recorded against the title to all Properties subject to this Agreement within ten (10) days of the Effective Date.

Section 1.6. Term of Agreement. The “Term” of this Agreement shall be fifty (50) years from the Effective Date, unless extended or terminated earlier as provided for in this Agreement. Notwithstanding the foregoing, the Current Standards Vesting shall expire after fifteen (15) years from the Effective Dave and the West Tuolumne Road Access Vesting shall be effective for the entire Term. Any modification or extensions to the Term shall be subject to the mutual agreement of the Parties. The City Manager shall have the sole discretion to approve any modification or extension to the Term on behalf of City, with any such modification or extension constituting a minor amendment to this Agreement. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect. In the event of expiration of the Term, Developer shall be required to enter into a new Development Agreement with City if Developer so requests.

Section 1.7. Covenant Running with the Land. Developer represents that it has a legal or equitable interest in the Property, as ~~identified by Assessor’s Parcel Number (“APN”) in Exhibit A-1 and as~~ legally described in **Exhibit A-2**. This Agreement shall constitute a covenant running with the land, and the burdens and benefits of this Agreement shall bind and inure to all successors-in-interest to Developers, until such time that the Agreement terminates.

ARTICLE 2

SUBSEQUENT CITY APPROVALS; PERMIT PROCESSING

Section 2.1. Subsequent City Approvals. Implementation of the Turlock Marketplace Project may require Developer to obtain additional approvals and permits from City ("Subsequent City Approvals"). Subsequent City Approvals may include, without limitation, tentative parcel maps, final maps, staff-level approvals, subdivision improvement plans and agreements, architectural and site plan reviews, encroachment permits, building permits, landscaping plans, grading plans and permits, lot line adjustments, use permits, and occupancy certificates. City shall comply with the California Environmental Quality Act ("CEQA"), the Subdivision Map Act (California Government Code Section 66410 et seq.) (the "Map Act"), and other applicable laws in processing the Subsequent City Approvals. In the course of taking action on these applications, City will exercise discretion in imposing conditions of approval and adopting mitigation measures in accordance with the Map Act, CEQA and other applicable state and local law. City's exercise of discretion is not prohibited by this Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement. Development of the Properties shall be subject to all conditions of approval and mitigation measures adopted in conjunction with any Subsequent City Approvals so long as they do not conflict with the Current Standards Vesting or West Tuolumne Road Access Vesting provided herein.

Section 2.2. Life of Subdivision Maps. [Intentionally Omitted.]

Section 2.3. Further Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion to approve, disapprove or impose conditions on any Subsequent City Approvals, to require additional information or studies from Developers, or to hold legally required public hearings. Except as otherwise set forth ~~herein~~ in this Agreement, such discretion and action taken by the City shall, however, be consistent with the terms of this Agreement and shall not prevent, hinder, or compromise development or use of the Property as contemplated by the Parties in this Agreement and shall not conflict with the Current Standards Vesting or West Tuolumne Road Access Vesting provided herein.

Section 2.4. Cooperation Between City and Developer. City shall cooperate in the implementation of this Agreement.

ARTICLE 3

VESTED RIGHTS; DEVELOPMENT OF TURLOCK MARKETPLACE PROJECT

Section 3.1. Vested Rights. As provided in Section 1.6 of this Agreement, Developer shall have the vested right to develop the Properties in accordance with: (i) the Current Standards as defined in Section 3.2 ("Current Standards Vesting"); and (ii) the West

Tuolumne Road Access Vesting. Developer is assured, and City agrees, that the Current Standards Vesting and West Tuolumne Road Access Vesting is fully vested in Developer and may not be modified or terminated by City, except with Developer's express written consent, which may be given or not given in Developer's sole and absolute discretion.

Section 3.2. Permitted Uses and Development Standards. The permitted uses, the densities and intensities of use, the maximum height and size of proposed buildings, and provisions for reservation, and dedication of land are those in the General Plan, the Northwest Triangle Specific Plan, the Turlock Municipal Code, and other City enactments as of the Effective Date (the "Current Standards"). The Current Standards are limited to those matters listed above (i.e., permitted uses, the densities and intensities of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land) and do not include any other matters, including, without limitation, fees, charges, assessments and any other cost or exaction; or design, improvement and construction standards and specifications.

In addition, notwithstanding the Current Standards and the Current Standards Vesting, Developer shall make all land dedications and improvements deemed necessary by the City related to access and traffic issues.

Except to the extent there is any conflict with the West Tuolumne Road Access Vesting, Developer understands and agrees that the City is revising its current 2016 standards and specifications, and ~~its project~~ the undeveloped portions of the Project shall be subject to ~~these~~ revised requirements standards and specifications upon adoption by the City. Such revised standards and specifications may be attached hereto as **Exhibit F** after their adoption by the City or may be independently incorporated by this reference to them.

Section 3.3. Conditions of Approval. [Intentionally Omitted.]

Section 3.4. Mitigation Monitoring and Reporting Program. [Intentionally Omitted.]

Section 3.5. Eminent Domain. [Intentionally Omitted.]

Section 3.6. Timing of Development. [Intentionally Omitted.]

Section 3.7. Phasing. [Intentionally Omitted.]

Section 3.8. No Conflicting Enactments. [Intentionally Omitted.]

Section 3.9. Limitations on Developer's Vested Rights. City and Developer agree that the vested rights conferred by this Agreement are subordinate to the following:

(a) *Referenda.* The Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. In the event of any such referendum that reduces the development rights conferred by this Agreement, City shall

cooperate with Developer and undertake such reasonable actions as may be appropriate to ensure that Developers may develop the Turlock Marketplace Project in accordance with this Agreement and the major Subsequent City Approvals.

(b) *Regulation by Other Public Agencies.* The Parties acknowledge that other public agencies, outside of the control and authority of City, regulate or have authority over City and the public infrastructure required to serve the Turlock Marketplace Project, and that the exercise of such public agency authority could negatively affect development of the Turlock Marketplace Project. Nothing in this Agreement limits the authority of such public agencies. City shall not be found to be in breach of this Agreement due to any action taken by another public agency that negatively impacts this Agreement or development of the Turlock Marketplace Project.

(c) *Changes in California Building Standards Codes.* Development of the Turlock Marketplace Project shall be subject to changes occurring from time to time to the California Building Standards Codes, however, City shall not impose any optional local standards that conflict with this Agreement.

(d) *Changes Mandated by Federal or State Law.* The Turlock Marketplace Project shall be subject to subsequently enacted federal or state laws or regulations that may conflict with this Agreement or the Subsequent City Approvals, that mandate adoption of local regulations, or that preempt the Municipal Code and Policies. As provided in section 65869.5 of the Development Agreement Statute, in the event that state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law that conflicts with this Agreement or otherwise affects the Turlock Marketplace Project, City or Developer shall provide the other Party with written notice of the federal or state law or regulation and a written statement of the conflicts raised by such law or regulation. Promptly thereafter, City and Developer shall meet and confer in good faith to modify this Agreement, as necessary, to comply with such law or regulation. In such discussions to resolve the conflict, City and Developer shall attempt to preserve the terms of this Agreement to the maximum extent feasible.

(e) *Health and Safety Emergencies.* In the event that any future public health and safety emergencies arise during development of the Turlock Marketplace Project, City agrees that it shall attempt to address such emergency in a way that does not have a material adverse impact on the Turlock Marketplace Project.

Section 3.10. Agreed Changes. [Intentionally Omitted.]

ARTICLE 4
FEES AND REIMBURSEMENT

Section 4.1. City Fees. This Agreement does not address any City fees, charges, assessments or other exactions or costs applicable to the Turlock Marketplace Project of any type whether they be, without limitation, developer fees, capital facility fees, capacity charges, application, processing and inspection fees (the “Fees and Costs”). Developer shall pay the then applicable Fees and Costs as required by the City. No such Fees and Costs are vested by this Agreement.

Section 4.2. Fees Charged by Other Public Agencies. This Agreement does not preclude City from collecting fees, charges, assessments or similar costs from Developers that are lawfully imposed on the Turlock Marketplace Project by other public agencies and which City is required, or has agreed, to collect (the “Other Fees and Costs”). Developer acknowledges that the Turlock Marketplace Project is subject to fees charged by other agencies, including but not limited to, Stanislaus County and the Turlock Unified School District. Developer shall pay such fees prior to issuance of building permit, unless the public agency requires or allows otherwise. No such Other Fees and Costs are vested by this Agreement.

ARTICLE 5
IMPROVEMENTS AND INFRASTRUCTURE
[Intentionally omitted.]

ARTICLE 6
**FINANCING OF PUBLIC IMPROVEMENTS;
COMMUNITY FACILITIES DISTRICTS**
[Intentionally omitted.]

ARTICLE 7
INSURANCE; INDEMNITY

Section 7.1. Insurance. Developer shall provide City the insurance as may be required by the City’s then effective insurance requirements for any Subsequent City Approval.

Section 7.2. Other Insurance Requirements. [Intentionally Omitted.]

Section 7.3. Third Party Legal Challenge.

(a) In the event any legal action, claim, action, or proceeding is commenced by any third party challenging this Agreement, the CEQA compliance related to the Turlock Marketplace Project, or any Subsequent City Approval, Developers shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, “City’s Agents”). This obligation

includes payment of all City costs and expenses incurred in the defense of such lawsuit, including but not limited to, reasonable costs of City's counsel, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. City and Developer shall cooperate in good faith in the control of the litigation, the attendance of proceedings of any kind, and the making of litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. Developer shall not settle any lawsuit without the consent of City if such settlement would involve monetary damages or admissions of liability by City. City shall act in good faith and shall not unreasonably withhold consent to settle. As an alternative to defending any such action, Developer may request that City rescind any approval.

(b) In the event of any such legal action, Developers shall pay all reasonably incurred litigation fees to City within thirty (30) days of receiving a written request and accounting of such fees and expenses from City. Notwithstanding the foregoing, City may request, and Developers will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated litigation fees and costs related to this Agreement in an amount not exceeding a deposit or retainer amount typically requested by representative law firms in Stanislaus County or in the county where the law firm chosen by the City is domiciled.

(c) The City shall provide Developer of written notice specifying the nature and scope of the requested indemnity, defense, and/or hold harmless obligation demanded of Developer.

Section 7.4. Indemnity and Hold Harmless. Developers agree to defend, indemnify, and hold harmless City and City's Agents from all liability for personal injury, including death, as well as property damage, which may arise from activities conducted by or omissions of Developer or Developer's contractors, subcontractors, agents, or employees relating to development of the Turlock Marketplace Project. The foregoing indemnity obligation of Developers shall not apply to any liability for damages or claims for damages relating to use of any improvements after completion and acceptance by City. Developer's indemnification requirements will not apply where the claim, action, or proceeding is as a direct result of City or City's Agents' gross negligence or willful misconduct. The City shall provide Developer of written notice specifying the nature and scope of the requested indemnity, defense, and/or hold harmless obligation demanded of Developer.

Section 7.5. Prevailing Wages. [Intentionally Omitted.]

Section 7.6. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Subsequent City Approvals which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages.

Section 7.7. Waiver of Damages Against City. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and,

therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer's remedies under this Agreement shall be limited to specific performance.

ARTICLE 8

MORTGAGEE PROTECTION

Section 8.1. Mortgagee Protection. No breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust with respect to the Properties. All of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 8.2. Notice of Default to Mortgagee and Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure, or to commence to cure, the event of default set forth in City's notice.

ARTICLE 9

ANNUAL REVIEW; DEFAULT

Section 9.1. Annual Review. The City Manager or his or her appointee shall, at least every twelve (12) months during the Term of this Agreement, review the extent of substantial, good faith compliance of Developer and City with the terms of this Agreement, pursuant to Government Code Section 65865.1. At the time of such annual review, Developers shall provide such information as may be reasonably requested by the City Manager to ascertain compliance with this Agreement. Developers shall provide such information within thirty (30) days of receiving City Manager's request for information. A finding by the City Manager of good faith compliance with this Agreement shall conclusively determine such good faith compliance only up to the date of such review. Where the City Manager, on the basis of substantial evidence, finds that Developer has not complied with the terms of this Agreement, Developer may appeal such determination to the City Council within ten (10) days of receiving the City Manager's determination. The failure of City to conduct the annual review shall not affect the validity of this Agreement.

Section 9.2. Estoppel Certificates. Upon Developer's request, City shall, with at least thirty (30) days advance written notice, execute, acknowledge and deliver to Developer, Developer's lender, potential investors or assignees, and other necessary parties an "Estoppel Certificate" in writing which certifies that this Agreement is in full force and effect

and that there are no breaches or defaults under the Agreement. The City Manager shall be authorized to execute such Estoppel Certificate.

Section 9.3. Default. Failure or unreasonable delay by either Party to perform any term or condition of this Agreement shall constitute default. In the event of default, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such 30-day period, the Party charged shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings. After notice and expiration of the 30-day period, if such default has not been cured or cure is not being diligently pursued in the manner set forth in the notice, the charging Party may at its option: (i) terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement, or (ii) institute legal or equitable action to cure or remedy any default, including but not limited to, an action for specific performance of the terms of this Agreement.

Section 9.4. Withholding of Permits. If Developer has defaulted after all applicable notice and cure periods have expired, City may, in its sole discretion, refuse to issue or withhold any permit or entitlement for any structure or improvement relating to the Turlock Marketplace Project, including without limitation, a notice of completion, building permit, sign permit, grading permit, or occupancy certificate.

Section 9.5. Default by City. If City defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Turlock Marketplace Project or any phase thereof, nor shall resulting failures or delays in Developer's performance constitute grounds for termination of this Agreement.

Section 9.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, terrorism, strikes, walkouts, riots, floods, earthquakes, fires, casualties, pandemics, epidemics, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, economic collapse, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon by the Parties.

ARTICLE 10

ADMINISTRATION OF AGREEMENT

Section 10.1. Administration of Agreement. The City Manager or his or her designee is responsible for the interpretation and administration of the provisions of this Agreement. Should a disagreement arise between the Parties with respect to the interpretation or administration of any provision of this Agreement, Developer and the City Manager (or

his or her designee) shall meet and confer in good faith to discuss resolution of such disagreement within thirty (30) days after notice from either party. If the Parties are unable to reach a mutually-agreeable resolution, the City Manager's decision may thereafter be appealed to the City Council within fifteen (15) days of the City Manager's decision.

Section 10.2. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties and any amendment must be in writing, as provided below:

(a) Major Amendment. The City Council shall approve any major amendment to the Agreement. An amendment shall be deemed a "major amendment" if it constitutes a material change to City's financial obligations (with City Manager having the sole discretion to determine what constitutes a "material change"). Any major amendment shall comply with the procedures of the Development Agreement Statute.

(b) Minor Amendment. The Parties acknowledge that development of the Turlock Marketplace Project and the details of performance by the Parties require administrative flexibility. The City Manager shall have the authority to approve minor amendments to this Agreement. An amendment shall be deemed a "minor amendment" if it is not a major amendment and does not incur any financial obligation that exceeds the City Manager's authority. If City and Developer mutually agree that a minor amendment is appropriate, they shall effectuate the minor amendment through an operating memorandum approved by the Parties with the City Manager acting on behalf of City. An executed operating memorandum shall become effective immediately. Each operating memorandum shall be attached to this Agreement as an addendum and become a part of this Agreement. Unless otherwise required by law, a minor amendment shall not require any notice or hearing.

Section 10.3. Streamlined Implementation. [Intentionally Omitted.]

Section 10.4. Assignment and Assumption.

(a) Developer shall have the right to sell, assign, or transfer all or any part of its rights, title and interests in all or a portion of the Property to any person, firm, or corporation during the Term of this Agreement. Any sale, assignment, or transfer of all or of this Agreement must be done in writing and in a form substantially similar to the "Assignment and Assumption Agreement" attached hereto as **Exhibit C**. Any sale, assignment, or transfer of only a part of this Agreement must be done in writing and in a form substantially similar to the "Partial Assignment and Assumption Agreement" attached hereto as **Exhibit D**.- In any such sale, assignment, or transfer, the successor to the transferred Property shall expressly assume all applicable obligations under this Agreement. Any assignee of Developer shall be subject to all the benefits and burdens of this Agreement.

In the event of any partial assignment of this Agreement: (i) the assignee under such partial assignment shall be liable only for the obligations under this Agreement that pertain

to the portion of the Property transferred to such assignee; (ii) neither assignor, assignee, nor other Developer party to the Agreement shall have joint and several liability for the obligations or liabilities of the other under this Agreement; and (iii) no breach or default by such party of its respective obligations under the Agreement shall be deemed, interpreted or construed to be a breach or default by the other party.

(b) Developer shall provide City with written notice of sale, assignment, or transfer of all or a portion of the Property at least thirty (30) days in advance of such action, subject to approval by the City Manager, whose consent shall not be unreasonably withheld. Upon execution of an Assignment and Assumption Agreement or Partial Assignment and Assumption Agreement, Developer shall be relieved of any obligations under this Agreement relating to the transferred Property. After execution of an Assignment and Assumption Agreement or Partial Assignment and Assumption Agreement, Developer shall send a copy of ~~the Assumption Agreement~~ such agreement to the City Clerk.

Section 10.5. Notices. Any notice or communication required hereunder among the Parties must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Such notices or communications shall be given to the Parties at the addresses set forth below. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address listed below to which such notice or communication shall be given.

If to City:

City of Turlock
156 S. Broadway
Turlock, California 95380
Attn: City Manager & Development Services
Director
Email: rwilson@turlock.ca.us &
AWerner@turlock.ca.us

with copy to: _____

City of Turlock
Attn: City Attorney
156. S. Broadway
Turlock, California 95350

Email: CityAttorney@turlock.ca.us

If to Developer:

Turlock Marketplace, LLC
Attn: Mark Enes and Joshua Stark
7919 Folsom Blvd., Suite 120
Sacramento, CA 95826
Email: mark@advalproperties.com

with copy to: _____

Email: _____

Email: mark@advalproperties.com;
joshua@advalproperties.com

ARTICLE 11 **TERMINATION**

Section 11.1. Termination Upon Completion of Development. This Agreement shall terminate upon the earlier of (i) upon expiration of the Term, or (ii) upon Developer's notification to the City of its desire to terminate the Agreement so long as City determines that all material obligations of Developer under the Agreement have been fulfilled or satisfied. Upon termination of this Agreement, City shall record a notice of such termination in a form substantially similar to the "Notice of Termination" attached hereto as **Exhibit E**. Termination of this Agreement shall eliminate any further obligation of the Parties to comply with the terms of this Agreement. Termination of this Agreement shall not, however, eliminate the rights of any Party to seek any applicable and available remedies or damages based upon acts or omissions occurring prior to said termination.

Section 11.2. Other Termination. City is entering into this Agreement with Developer based upon Developer's representations and the public benefits City has determined exist for its economic development goals. based upon these representations. If ~~Developer chooses to~~ Turlock Marketplace, LLC ~~does not develop~~ become the fee owner of the Property, ~~this Agreement shall not be assigned to landowner and by December 31, 2025~~ then City shall have the right to terminate ~~the~~ this Agreement.

ARTICLE 12 **STANDARD TERMS AND CONDITIONS**

Section 12.1. Standard Terms and Conditions.

(a) Venue; Governing Law. Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus. The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

(b) Waiver. No Party shall be deemed to have made any waiver of any breach of any term, condition or covenant unless said waiver is in writing and signed by the Party so waiving. Such waiver by any Party shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition.

(c) Integration. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto. Unless set forth herein, neither Party shall be liable for any representations made, express or implied, which are not specifically set forth herein.

(d) Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties hereto with respect to the Turlock Marketplace Project and the Properties.

(e) Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(f) Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

(g) Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(h) Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

(j) Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title or interest to any portion of the Property shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property, and all rights and interests of such person in the Property shall be subject to the terms, requirements and provisions of this Agreement.

(j) Counterparts. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(k) Further Acts; Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents and to perform any further acts, as may be necessary and convenient to fulfill the purposes and objectives of this Agreement.

(l) Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

(m) Authority. Any developer party executing this Agreement certifies, in his/her/their individual or corporate capacity that (i) they have legal or equitable title to the applicable parcels subject to this Agreement; (ii) they are authorized to enter into this Agreement, and (iii) they have complied with all requirements under state or federal law for such person or entity to execute this Agreement.

(n) Joint Preparation. All Parties to this Agreement have negotiated it at length and have had the opportunity to consult with and be represented by their own competent counsel. Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(o) Attorney's Fees and Costs. In the event one of the Parties commences litigation for specific performance or damages for breach of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs incurred, in addition to any other relief to which such Party may be entitled.

[Signatures on following pages]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as set forth ~~in Article 1.~~
above.

CITY:

~~DEVELOPERS~~DEVELOPER:

CITY OF TURLOCK,
a California municipal corporation

TURLOCK MARKETPLACE, LLC,
a California limited liability company

By: _____
Reagan M. Wilson, City Manager

By: _____
Mark Enes

Date: _____

Its: _____

ATTEST:

By: _____
 , Nichole Fiez, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

Date: _____

SCHEDULE OF EXHIBITS

<u>Designation</u>	<u>Description</u>
Exhibit A-4	List <u>Legal Description</u> of Developer Properties
Exhibit A-2B	Legal Description <u>Depiction</u> of Developer Properties <u>and</u> <u>West Tuolumne Road Access Point</u>
Exhibit BC	Turlock Marketplace Area <u>Form of Assignment and</u> <u>Assumption Agreement</u>
Exhibit GD	Depiction of West Tuolumne Road Access Point <u>Form of</u> <u>Partial Assignment and Assumption Agreement</u>
Exhibit DE	Form of Assumption Agreement <u>Notice of Termination</u>
Exhibit EF	Form of Notice of Termination <u>Revised Standards and</u> <u>Specifications</u>

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Turlock
156 S. Broadway
Turlock, California 95380
Attention: City Clerk

APN 088-016-001-000
APN 088-010-024-000
APN 088-010-052-000

Space Above This Line Reserved for Recorder's Use.
Exempt from Recording Fees. (Government Code sections
6103 and 27383).

**DEVELOPMENT AGREEMENT
TURLOCK MARKETPLACE PROJECT
BY AND BETWEEN**

The City of Turlock

AND

**Turlock Marketplace, LLC, a California
limited liability company**

Adopted by City Council Ordinance No. _____,
on _____, 2025

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into by and between TURLOCK MARKETPLACE, LLC, a California limited liability company ("Developer") and the CITY OF TURLOCK, a California municipal corporation ("City"), as of _____, 202__ (the "Effective Date"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

A. The Development Agreement is entered into pursuant to the "Development Agreement Statute" (Government Code section 65864 et seq.) and the "Development Agreement Law of the City of Turlock" (Article 9 of Chapter 9-5 of Title 9 of the Turlock Municipal Code), which authorize City to enter into a development agreement with any person having a legal or equitable interest in real property for the development of that property.

B. Developer owns or controls those parcels of real property more specifically described in **Exhibit A** (the "Property" or "Properties") and commonly known as 1885 Countryside Drive, 2712 West Tuolumne Road, and 2630 West Tuolumne Road and identified for convenience as Assessor's Parcel Numbers 088-016-001-000, 088-010-024-000, and 088-010-052-000. The Properties constitute approximately 29.42 acres and are located within the boundaries of the City's Northwest Triangle Specific Plan. The Properties are depicted in **Exhibit B**.

C. Developer has proposed to develop the Properties as a commercial shopping center including a big box retail center and various other commercial and retail uses (the "Turlock Marketplace Project" or "Project"). For viability of the Project, Developer requires access from West Tuolumne Road south into the Project area at a location shown in **Exhibit B** which will allow right-in, right-out and left-in movements into the Project but not left-out movements (the "West Tuolumne Road Access Point"). City in its General Plan has planned for a future flyover over State Route 99 extending the existing eastern segment of West Tuolumne Road west over the state route and connecting to the existing western segment of West Tuolumne Road. Developer has concerns that the future flyover would jeopardize the West Tuolumne Road Access Point. City has confirmed that should the flyover be implemented, the West Tuolumne Road Access Point can be maintained by Developer in its proposed location and configuration as agreed to by the Parties.

D. The major purpose of this Agreement is to maintain the viability of the Turlock Marketplace Project by ensuring access to the Project at the West Tuolumne Road Access Point as provided in this Agreement should the City implement the flyover over State Route 99 along the West Tuolumne Road alignment (the "West Tuolumne Road Access Vesting"). As used herein, the West Tuolumne Road Access Vesting shall mean that (i) the right in, right out, and left in driveway access into the Turlock Marketplace Project from Tuolumne Road shall be preserved, and (ii) the location and dimensions of such driveway shall be preserved in such a way to not materially and adversely impact

access. The additional purpose of this Agreement is for the Parties to enter into an Agreement that meets the necessary requirements of the Development Agreement Statute and the Development Agreement Law of the City of Turlock while providing the Parties the necessary flexibility to implement subsequent aspects of the Turlock Marketplace Project.

E. City has determined that this Agreement is consistent with the General Plan and the Northwest Triangle Specific Plan and meets all requirements under the Development Agreement Statute and the Development Agreement Law of the City of Turlock. City further has determined that all necessary proceedings related to this Agreement have been conducted in accordance with City and state rules and regulations. City has further determined that development of the Turlock Marketplace Project will result in significant public benefits in furthering the City's economic development goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1 **GENERAL PROVISIONS**

Section 1.1. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of the Agreement. In the event of any inconsistency between the Recitals and the provisions of the Agreement, the provisions of the Agreement shall prevail.

Section 1.2. Exhibits. The following "Exhibits" are attached hereto and incorporated into and made part of this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description of Properties
Exhibit B	Depiction of Properties and West Tuolumne Road Access Point
Exhibit C	Form of Assignment and Assumption Agreement
Exhibit D	Form of Partial Assignment and Assumption Agreement
Exhibit E	Form of Notice of Termination
Exhibit F	Revised Standards and Specifications

Section 1.3. Project is a Private Undertaking. The Parties agree that the Turlock Marketplace Project is a private development and that City has no interest therein except as authorized in the exercise of its governmental functions. Nothing in this Agreement

shall preclude Developer, without City review and approval, from forming a private investment entity, entering into a joint venture or selling, leasing, or otherwise entering into agreements with respect to any portion, parcel, or development phase to or with another party for the purpose of developing, managing, or completing any portion of the Turlock Marketplace Project.

Section 1.4. Effective Date of Agreement and Operative Date of Agreement. The Agreement shall become effective on the “Effective Date” of the Agreement which shall occur when the ordinance approving this Agreement becomes effective. The Agreement shall be binding on each Party on the date of each Party’s execution of the Agreement.

Section 1.5. Recordation of Development Agreement. The City Clerk shall cause a copy of the Development Agreement to be recorded against the title to all Properties subject to this Agreement within ten (10) days of the Effective Date.

Section 1.6. Term of Agreement. The “Term” of this Agreement shall be fifty (50) years from the Effective Date, unless extended or terminated earlier as provided for in this Agreement. Notwithstanding the foregoing, the Current Standards Vesting shall expire after fifteen (15) years from the Effective Date and the West Tuolumne Road Access Vesting shall be effective for the entire Term. Any modification or extensions to the Term shall be subject to the mutual agreement of the Parties. The City Manager shall have the sole discretion to approve any modification or extension to the Term on behalf of City, with any such modification or extension constituting a minor amendment to this Agreement. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect. In the event of expiration of the Term, Developer shall be required to enter into a new Development Agreement with City if Developer so requests.

Section 1.7. Covenant Running with the Land. Developer represents that it has a legal or equitable interest in the Property, as legally described in **Exhibit A**. This Agreement shall constitute a covenant running with the land, and the burdens and benefits of this Agreement shall bind and inure to all successors-in-interest to Developers, until such time that the Agreement terminates.

ARTICLE 2

SUBSEQUENT CITY APPROVALS; PERMIT PROCESSING

Section 2.1. Subsequent City Approvals. Implementation of the Turlock Marketplace Project may require Developer to obtain additional approvals and permits from City (“Subsequent City Approvals”). Subsequent City Approvals may include, without limitation, tentative parcel maps, final maps, staff-level approvals, subdivision improvement plans and agreements, architectural and site plan reviews, encroachment permits, building permits, landscaping plans, grading plans and permits, lot line adjustments, use permits, and occupancy certificates. City shall comply with the California Environmental Quality Act (“CEQA”), the Subdivision Map Act (California

Government Code Section 66410 et seq.) (the “Map Act”), and other applicable laws in processing the Subsequent City Approvals. In the course of taking action on these applications, City will exercise discretion in imposing conditions of approval and adopting mitigation measures in accordance with the Map Act, CEQA and other applicable state and local law. City’s exercise of discretion is not prohibited by this Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement. Development of the Properties shall be subject to all conditions of approval and mitigation measures adopted in conjunction with any Subsequent City Approvals so long as they do not conflict with the Current Standards Vesting or West Tuolumne Road Access Vesting provided herein.

Section 2.2. Life of Subdivision Maps. [Intentionally Omitted.]

Section 2.3. Further Discretionary Actions. The exercise of City’s authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City’s discretion to approve, disapprove or impose conditions on any Subsequent City Approvals, to require additional information or studies from Developers, or to hold legally required public hearings. Except as otherwise set forth in this Agreement, such discretion and action taken by the City shall, however, be consistent with the terms of this Agreement and shall not prevent, hinder, or compromise development or use of the Property as contemplated by the Parties in this Agreement and shall not conflict with the Current Standards Vesting or West Tuolumne Road Access Vesting provided herein.

Section 2.4. Cooperation Between City and Developer. City shall cooperate in the implementation of this Agreement.

ARTICLE 3
VESTED RIGHTS;
DEVELOPMENT OF TURLOCK MARKETPLACE PROJECT

Section 3.1. Vested Rights. As provided in Section 1.6 of this Agreement, Developer shall have the vested right to develop the Properties in accordance with: (i) the Current Standards as defined in Section 3.2 (“Current Standards Vesting”); and (ii) the West Tuolumne Road Access Vesting. Developer is assured, and City agrees, that the Current Standards Vesting and West Tuolumne Road Access Vesting is fully vested in Developer and may not be modified or terminated by City, except with Developer’s express written consent, which may be given or not given in Developer’s sole and absolute discretion.

Section 3.2. Permitted Uses and Development Standards. The permitted uses, the densities and intensities of use, the maximum height and size of proposed buildings, and provisions for reservation, and dedication of land are those in the General Plan, the Northwest Triangle Specific Plan, the Turlock Municipal Code, and other City enactments as of the Effective Date (the “Current Standards”). The Current Standards are limited to those matters listed above (i.e., permitted uses, the densities and intensities of use, the

maximum height and size of proposed buildings, and provisions for reservation and dedication of land) and do not include any other matters, including, without limitation, fees, charges, assessments and any other cost or exaction; or design, improvement and construction standards and specifications.

In addition, notwithstanding the Current Standards and the Current Standards Vesting, Developer shall make all land dedications and improvements deemed necessary by the City related to access and traffic issues.

Except to the extent there is any conflict with the West Tuolumne Road Access Vesting, Developer understands and agrees that the City is revising its current 2016 standards and specifications, and the undeveloped portions of the Project shall be subject to these revised standards and specifications upon adoption by the City. Such revised standards and specifications may be attached hereto as **Exhibit F** after their adoption by the City or may be independently incorporated by this reference to them.

Section 3.3. Conditions of Approval. [Intentionally Omitted.]

Section 3.4. Mitigation Monitoring and Reporting Program. [Intentionally Omitted.]

Section 3.5. Eminent Domain. [Intentionally Omitted.]

Section 3.6. Timing of Development. [Intentionally Omitted.]

Section 3.7. Phasing. [Intentionally Omitted.]

Section 3.8. No Conflicting Enactments. [Intentionally Omitted.]

Section 3.9. Limitations on Developer's Vested Rights. City and Developer agree that the vested rights conferred by this Agreement are subordinate to the following:

(a) *Referenda.* The Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. In the event of any such referendum that reduces the development rights conferred by this Agreement, City shall cooperate with Developer and undertake such reasonable actions as may be appropriate to ensure that Developers may develop the Turlock Marketplace Project in accordance with this Agreement and the major Subsequent City Approvals.

(b) *Regulation by Other Public Agencies.* The Parties acknowledge that other public agencies, outside of the control and authority of City, regulate or have authority over City and the public infrastructure required to serve the Turlock Marketplace Project, and that the exercise of such public agency authority could negatively affect development of the Turlock Marketplace Project. Nothing in this Agreement limits the authority of such public agencies. City shall not be found to be in breach of this Agreement due to any action taken by another public agency that negatively impacts this Agreement or development of the Turlock Marketplace Project.

(c) *Changes in California Building Standards Codes.* Development of the Turlock Marketplace Project shall be subject to changes occurring from time to time to the California Building Standards Codes, however, City shall not impose any optional local standards that conflict with this Agreement.

(d) *Changes Mandated by Federal or State Law.* The Turlock Marketplace Project shall be subject to subsequently enacted federal or state laws or regulations that may conflict with this Agreement or the Subsequent City Approvals, that mandate adoption of local regulations, or that preempt the Municipal Code and Policies. As provided in section 65869.5 of the Development Agreement Statute, in the event that state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law that conflicts with this Agreement or otherwise affects the Turlock Marketplace Project, City or Developer shall provide the other Party with written notice of the federal or state law or regulation and a written statement of the conflicts raised by such law or regulation. Promptly thereafter, City and Developer shall meet and confer in good faith to modify this Agreement, as necessary, to comply with such law or regulation. In such discussions to resolve the conflict, City and Developer shall attempt to preserve the terms of this Agreement to the maximum extent feasible.

(e) *Health and Safety Emergencies.* In the event that any future public health and safety emergencies arise during development of the Turlock Marketplace Project, City agrees that it shall attempt to address such emergency in a way that does not have a material adverse impact on the Turlock Marketplace Project.

Section 3.10. Agreed Changes. [Intentionally Omitted.]

ARTICLE 4

FEES AND REIMBURSEMENT

Section 4.1. City Fees. This Agreement does not address any City fees, charges, assessments or other exactions or costs applicable to the Turlock Marketplace Project of any type whether they be, without limitation, developer fees, capital facility fees, capacity charges, application, processing and inspection fees (the “Fees and Costs”). Developer shall pay the then applicable Fees and Costs as required by the City. No such Fees and Costs are vested by this Agreement.

Section 4.2. Fees Charged by Other Public Agencies. This Agreement does not preclude City from collecting fees, charges, assessments or similar costs from Developers that are lawfully imposed on the Turlock Marketplace Project by other public agencies and which City is required, or has agreed, to collect (the “Other Fees and Costs”). Developer acknowledges that the Turlock Marketplace Project is subject to fees

charged by other agencies, including but not limited to, Stanislaus County and the Turlock Unified School District. Developer shall pay such fees prior to issuance of building permit, unless the public agency requires or allows otherwise. No such Other Fees and Costs are vested by this Agreement.

ARTICLE 5
IMPROVEMENTS AND INFRASTRUCTURE
[Intentionally omitted.]

ARTICLE 6
**FINANCING OF PUBLIC IMPROVEMENTS;
COMMUNITY FACILITIES DISTRICTS**
[Intentionally omitted.]

ARTICLE 7
INSURANCE; INDEMNITY

Section 7.1. Insurance. Developer shall provide City the insurance as may be required by the City's then effective insurance requirements for any Subsequent City Approval.

Section 7.2. Other Insurance Requirements. [Intentionally Omitted.]

Section 7.3. Third Party Legal Challenge.

(a) In the event any legal action, claim, action, or proceeding is commenced by any third party challenging this Agreement, the CEQA compliance related to the Turlock Marketplace Project, or any Subsequent City Approval, Developers shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents"). This obligation includes payment of all City costs and expenses incurred in the defense of such lawsuit, including but not limited to, reasonable costs of City's counsel, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. City and Developer shall cooperate in good faith in the control of the litigation, the attendance of proceedings of any kind, and the making of litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. Developer shall not settle any lawsuit without the consent of City if such settlement would involve monetary damages or admissions of liability by City. City shall act in good faith and shall not unreasonably withhold consent to settle. As an alternative to defending any such action, Developer may request that City rescind any approval.

(b) In the event of any such legal action, Developers shall pay all reasonably incurred litigation fees to City within thirty (30) days of receiving a written request and accounting of such fees and expenses from City. Notwithstanding the foregoing, City may request, and Developers will provide to City within seven (7) days of any such

request, a deposit to cover City's reasonably anticipated litigation fees and costs related to this Agreement in an amount not exceeding a deposit or retainer amount typically requested by representative law firms in Stanislaus County or in the county where the law firm chosen by the City is domiciled.

(c) The City shall provide Developer of written notice specifying the nature and scope of the requested indemnity, defense, and/or hold harmless obligation demanded of Developer.

Section 7.4. Indemnity and Hold Harmless. Developers agree to defend, indemnify, and hold harmless City and City's Agents from all liability for personal injury, including death, as well as property damage, which may arise from activities conducted by or omissions of Developer or Developer's contractors, subcontractors, agents, or employees relating to development of the Turlock Marketplace Project. The foregoing indemnity obligation of Developers shall not apply to any liability for damages or claims for damages relating to use of any improvements after completion and acceptance by City. Developer's indemnification requirements will not apply where the claim, action, or proceeding is as a direct result of City or City's Agents' gross negligence or willful misconduct. The City shall provide Developer of written notice specifying the nature and scope of the requested indemnity, defense, and/or hold harmless obligation demanded of Developer.

Section 7.5. Prevailing Wages. [Intentionally Omitted.]

Section 7.6. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Subsequent City Approvals which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages.

Section 7.7. Waiver of Damages Against City. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer's remedies under this Agreement shall be limited to specific performance.

ARTICLE 8

MORTGAGEE PROTECTION

Section 8.1. Mortgagee Protection. No breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust with respect to the Properties. All of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 8.2. Notice of Default to Mortgagee and Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure, or to commence to cure, the event of default set forth in City's notice.

ARTICLE 9 ANNUAL REVIEW; DEFAULT

Section 9.1. Annual Review. The City Manager or his or her appointee shall, at least every twelve (12) months during the Term of this Agreement, review the extent of substantial, good faith compliance of Developer and City with the terms of this Agreement, pursuant to Government Code Section 65865.1. At the time of such annual review, Developers shall provide such information as may be reasonably requested by the City Manager to ascertain compliance with this Agreement. Developers shall provide such information within thirty (30) days of receiving City Manager's request for information. A finding by the City Manager of good faith compliance with this Agreement shall conclusively determine such good faith compliance only up to the date of such review. Where the City Manager, on the basis of substantial evidence, finds that Developer has not complied with the terms of this Agreement, Developer may appeal such determination to the City Council within ten (10) days of receiving the City Manager's determination. The failure of City to conduct the annual review shall not affect the validity of this Agreement.

Section 9.2. Estoppel Certificates. Upon Developer's request, City shall, with at least thirty (30) days advance written notice, execute, acknowledge and deliver to Developer, Developer's lender, potential investors or assignees, and other necessary parties an "Estoppel Certificate" in writing which certifies that this Agreement is in full force and effect and that there are no breaches or defaults under the Agreement. The City Manager shall be authorized to execute such Estoppel Certificate.

Section 9.3. Default. Failure or unreasonable delay by either Party to perform any term or condition of this Agreement shall constitute default. In the event of default, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such 30-day period, the Party charged shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings. After notice and expiration of the 30-day period, if such default has not been cured or cure is not being diligently pursued in the manner set forth in the notice, the charging Party may at its option: (i) terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement, or (ii) institute legal or equitable action to cure or remedy any default,

including but not limited to, an action for specific performance of the terms of this Agreement.

Section 9.4. Withholding of Permits. If Developer has defaulted after all applicable notice and cure periods have expired, City may, in its sole discretion, refuse to issue or withhold any permit or entitlement for any structure or improvement relating to the Turlock Marketplace Project, including without limitation, a notice of completion, building permit, sign permit, grading permit, or occupancy certificate.

Section 9.5. Default by City. If City defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Turlock Marketplace Project or any phase thereof, nor shall resulting failures or delays in Developer's performance constitute grounds for termination of this Agreement.

Section 9.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, terrorism, strikes, walkouts, riots, floods, earthquakes, fires, casualties, pandemics, epidemics, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, economic collapse, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon by the Parties.

ARTICLE 10

ADMINISTRATION OF AGREEMENT

Section 10.1. Administration of Agreement. The City Manager or his or her designee is responsible for the interpretation and administration of the provisions of this Agreement. Should a disagreement arise between the Parties with respect to the interpretation or administration of any provision of this Agreement, Developer and the City Manager (or his or her designee) shall meet and confer in good faith to discuss resolution of such disagreement within thirty (30) days after notice from either party. If the Parties are unable to reach a mutually-agreeable resolution, the City Manager's decision may thereafter be appealed to the City Council within fifteen (15) days of the City Manager's decision.

Section 10.2. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties and any amendment must be in writing, as provided below:

(a) **Major Amendment.** The City Council shall approve any major amendment to the Agreement. An amendment shall be deemed a "major amendment" if it constitutes a material change to City's financial obligations (with City Manager having the sole discretion to determine what constitutes a "material change"). Any major amendment shall comply with the procedures of the Development Agreement Statute.

(b) Minor Amendment. The Parties acknowledge that development of the Turlock Marketplace Project and the details of performance by the Parties require administrative flexibility. The City Manager shall have the authority to approve minor amendments to this Agreement. An amendment shall be deemed a “minor amendment” if it is not a major amendment and does not incur any financial obligation that exceeds the City Manager’s authority. If City and Developer mutually agree that a minor amendment is appropriate, they shall effectuate the minor amendment through an operating memorandum approved by the Parties with the City Manager acting on behalf of City. An executed operating memorandum shall become effective immediately. Each operating memorandum shall be attached to this Agreement as an addendum and become a part of this Agreement. Unless otherwise required by law, a minor amendment shall not require any notice or hearing.

Section 10.3. Streamlined Implementation. [Intentionally Omitted.]

Section 10.4. Assignment and Assumption.

(a) Developer shall have the right to sell, assign, or transfer all or any part of its rights, title and interests in all or a portion of the Property to any person, firm, or corporation during the Term of this Agreement. Any sale, assignment, or transfer of all of this Agreement must be done in writing and in a form substantially similar to the “Assignment and Assumption Agreement” attached hereto as **Exhibit C**. Any sale, assignment, or transfer of only a part of this Agreement must be done in writing and in a form substantially similar to the “Partial Assignment and Assumption Agreement” attached hereto as **Exhibit D**. In any such sale, assignment, or transfer, the successor to the transferred Property shall expressly assume all applicable obligations under this Agreement. Any assignee of Developer shall be subject to all the benefits and burdens of this Agreement.

In the event of any partial assignment of this Agreement: (i) the assignee under such partial assignment shall be liable only for the obligations under this Agreement that pertain to the portion of the Property transferred to such assignee; (ii) neither assignor, assignee, nor other Developer party to the Agreement shall have joint and several liability for the obligations or liabilities of the other under this Agreement; and (iii) no breach or default by such party of its respective obligations under the Agreement shall be deemed, interpreted or construed to be a breach or default by the other party.

(b) Developer shall provide City with written notice of sale, assignment, or transfer of all or a portion of the Property at least thirty (30) days in advance of such action, subject to approval by the City Manager, whose consent shall not be unreasonably withheld. Upon execution of an Assignment and Assumption Agreement or Partial Assignment and Assumption Agreement, Developer shall be relieved of any obligations under this Agreement relating to the transferred Property. After execution of an Assignment and Assumption Agreement or Partial Assignment and Assumption Agreement, Developer shall send a copy of such agreement to the City Clerk.

Section 10.5. Notices. Any notice or communication required hereunder among the Parties must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Such notices or communications shall be given to the Parties at the addresses set forth below. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address listed below to which such notice or communication shall be given.

If to City:

City of Turlock
156 S. Broadway
Turlock, California 95380
Attn: City Manager & Development Services
Director
Email: rwilson@turlock.ca.us &
AWerner@turlock.ca.us

with copy to:

City of Turlock
Attn: City Attorney
156. S. Broadway
Turlock, California 95350
Email: CityAttorney@turlock.ca.us

If to Developer:

Turlock Marketplace, LLC
Attn: Mark Enes and Joshua Stark
7919 Folsom Blvd., Suite 120
Sacramento, CA 95826
Email: mark@advalproperties.com;
joshua@advalproperties.com

ARTICLE 11 **TERMINATION**

Section 11.1. Termination Upon Completion of Development. This Agreement shall terminate upon the earlier of (i) upon expiration of the Term, or (ii) upon Developer's

notification to the City of its desire to terminate the Agreement so long as City determines that all material obligations of Developer under the Agreement have been fulfilled or satisfied. Upon termination of this Agreement, City shall record a notice of such termination in a form substantially similar to the "Notice of Termination" attached hereto as **Exhibit E**. Termination of this Agreement shall eliminate any further obligation of the Parties to comply with the terms of this Agreement. Termination of this Agreement shall not, however, eliminate the rights of any Party to seek any applicable and available remedies or damages based upon acts or omissions occurring prior to said termination.

Section 11.2. Other Termination. City is entering into this Agreement with Developer based upon Developer's representations and the public benefits City has determined exist for its economic development goals based upon these representations. If Turlock Marketplace, LLC does not become the fee owner of the Property by December 31, 2025 then City shall have the right to terminate this Agreement.

ARTICLE 12

STANDARD TERMS AND CONDITIONS

Section 12.1. Standard Terms and Conditions.

(a) Venue; Governing Law. Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus. The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

(b) Waiver. No Party shall be deemed to have made any waiver of any breach of any term, condition or covenant unless said waiver is in writing and signed by the Party so waiving. Such waiver by any Party shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition.

(c) Integration. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto. Unless set forth herein, neither Party shall be liable for any representations made, express or implied, which are not specifically set forth herein.

(d) Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties hereto with respect to the Turlock Marketplace Project and the Properties.

(e) Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(f) Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

(g) Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(h) Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

(i) Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title or interest to any portion of the Property shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property, and all rights and interests of such person in the Property shall be subject to the terms, requirements and provisions of this Agreement.

(j) Counterparts. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(k) Further Acts; Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents and to perform any further acts, as may be necessary and convenient to fulfill the purposes and objectives of this Agreement.

(l) Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

(m) Authority. Any developer party executing this Agreement certifies, in his/her/their individual or corporate capacity that (i) they have legal or equitable title to the applicable parcels subject to this Agreement; (ii) they are authorized to enter into this Agreement, and (iii) they have complied with all requirements under state or federal law for such person or entity to execute this Agreement.

(n) Joint Preparation. All Parties to this Agreement have negotiated it at length and have had the opportunity to consult with and be represented by their own competent counsel. Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(o) Attorney's Fees and Costs. In the event one of the Parties commences litigation for specific performance or damages for breach of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs incurred, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as set forth above.

CITY:

DEVELOPER:

CITY OF TURLOCK,
a California municipal corporation

TURLOCK MARKETPLACE, LLC,
a California limited liability company

By: _____
Reagan M. Wilson, City Manager

By: _____
Mark Enes
Its: _____

Date: _____

ATTEST:

By: _____
Nichole Fiez, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

Date: _____

SCHEDULE OF EXHIBITS

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description of Properties
Exhibit B	Depiction of Properties and West Tuolumne Road Access Point
Exhibit C	Form of Assignment and Assumption Agreement
Exhibit D	Form of Partial Assignment and Assumption Agreement
Exhibit E	Form of Notice of Termination
Exhibit F	Revised Standards and Specifications

Exhibit A

Legal Description of the Properties

The land referred to herein is situated in the State of California, County of Stanislaus, City of Turlock and described as follows:

PARCEL 1:

THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1002.4 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1103.38 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1000 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH ALONG SAID EAST LINE 1103.38 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 21, 1970 [IN VOLUME 2338 OF OFFICIAL RECORDS, AT PAGE 874, AS INSTRUMENT NO. 23211.](#)

ALSO EXCEPTING ALL THAT PORTION OF THE ABOVE DESCRIBED PROPERTY FOR PUBLIC ROAD PURPOSES ACQUIRED BY THE CITY OF TURLOCK, BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 25, 2004, AS [INSTRUMENT NO. 2004-0139270-00](#), AND BEING DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9; THENCE SOUTH 0° 08' 48" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 9 A DISTANCE OF 30.03 FEET TO THE EXISTING SOUTH LINE OF TUOLUMNE ROAD AS DESCRIBED IN DEED TO STANISLAUS COUNTY RECORDED MARCH 16, 1906 IN VOLUME 71 OF DEEDS, AT PAGE 260, STANISLAUS COUNTY RECORDS, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 42' 36" WEST ALONG SAID EXISTING SOUTH LINE OF TUOLUMNE ROAD A DISTANCE OF 512.91; THENCE SOUTH 0° 02' 00" EAST 144.07 FEET; THENCE SOUTH 5° 33' 47" EAST 116.11 FEET TO A POINT ON A NON-TANGENT CURVE TO WHICH A RADIAL LINE BEARS SOUTH 84° 26' 13" WEST FROM THE CENTER; THENCE SOUTHEASTERLY 257.27 FEET ALONG SAID NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 16° 22' 41"; THENCE SOUTH 19° 10' 04" EAST 60.96 FEET TO A POINT ON A NON-TANGENT CURVE TO WHICH A RADIAL LINE BEARS SOUTH 64° 12' 05" WEST FROM THE CENTER; THENCE 96.80 FEET ALONG SAID NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 905.00 FEET AND A CENTRAL ANGLE OF 6° 07' 42"; THENCE SOUTH 12° 50' 37" WEST 21.22 FEET; THENCE SOUTH 32° 09' 23" EAST 84.01 FEET; THENCE SOUTH 77° 09' 23" EAST 21.21 FEET; THENCE SOUTH 32° 09' 23" EAST 95.00 FEET; THENCE SOUTH 36° 55' 12" EAST 60.21 FEET; THENCE SOUTH 32° 09' 23" EAST 8.11 FEET;

THENCE SOUTHEASTERLY 377.78 FEET ALONG A TANGENT CURVE, CONCAVE TO THE
 SOUTHWEST, HAVING A RADIUS OF 860.00 FEET AND A CENTRAL ANGLE OF 25° 10' 08";
 THENCE SOUTH 6° 59' 15" EAST 118.02 FEET; THENCE SOUTH 0° 09' 07" WEST 123.40 FEET;
 THENCE SOUTH 5° 20' 49" EAST 52.18 FEET TO THE NORTH LINE OF COUNTRYSIDE DRIVE AS
 SHOWN ON MAP FILED IN BOOK 45 OF PARCEL MAPS, AT PAGE 27, STANISLAUS COUNTY
 RECORDS; THENCE NORTH 89° 50' 27" EAST ALONG SAID NORTH LINE OF COUNTRYSIDE DRIVE
 A DISTANCE OF 73.84 FEET TO SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 9;
 THENCE NORTH 0° 08' 48" EAST ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF
 SECTION 9 A DISTANCE OF 342.44 FEET TO A POINT ON A NON- TANGENT CURVE TO WHICH A
 RADIAL LINE BEARS NORTH 81° 53' 19" EAST FROM THE CENTER; THENCE 21.28 FEET ALONG
 SAID NON-TANGENT CURVE, CONCAVE TO WEST, HAVING A RADIUS OF 500.00 FEET AND A
 CENTRAL ANGLE OF 2° 26' 17" TO A POINT OF COMPOUND CURVE; THENCE 362.3 FEET ALONG
 SAID COMPOUND CURVE, CONCAVE TO THENCE NORTHEASTERLY 16.45 FEET ALONG SAID
 COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET AND A
 CENTRAL ANGLE OF 23° 33' 46"; THENCE NORTH 12° 11' 56" EAST 34.26 FEET; THENCE
 NORTHERLY 19.58 FEET ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING A
 RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 18° 41' 37" TO A POINT OF REVERSE CURVE;
 THENCE NORTHERLY 38.56 FEET ALONG SAID REVERSE CURVE, CONCAVE TO THE EAST,
 HAVING A RADIUS OF 781.00 FEET AND A CENTRAL ANGLE OF 2° 49' 43" TO A POINT OF
 REVERSE CURVE; THENCE NORTHERLY 20.22 FEET ALONG SAID REVERSE CURVE, CONCAVE
 TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 19° 18' 19";
 THENCE NORTH 22° 58' 18" WEST 32.80 FEET; THENCE NORTHERLY 16.01 FEET ALONG A
 TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL
 ANGLE OF 22° 56' 18"; THENCE NORTH 0° 02' 00" WEST 114.16 FEET; THENCE NORTH 44° 58' 00"
 EAST 21.21 FEET; THENCE NORTH 89° 58' 00" EAST 100.26 FEET; THENCE NORTH 86° 41' 43"
 EAST 262.79 FEET; THENCE NORTH 89° 58' 00" EAST 28.25 FEET TO A POINT ON THE SAID EAST
 LINE OF THE SOUTHWEST QUARTER OF SECTION 9; THENCE NORTH 0° 08' 48" EAST ALONG
 SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, A DISTANCE OF 9.98 FEET TO
 THE POINT OF BEGINNING. THE SOUTHWEST, HAVING A RADIUS OF 960.00 FEET AND A
 CENTRAL ANGLE OF 21° 36' 25"; THENCE NORTH 32° 09' 23" WEST 7.69 FEET; THENCE A NORTH
 27° 23' 34" WEST 60.20 FEET; THENCE NORTH 32° 09' 23" WEST 205.82 FEET; THENCE
 NORTHWESTERLY 88.21 FEET ALONG A TANGENT CURVE, CONCAVE TO THE NORTHEAST,
 HAVING A RADIUS OF 795.00 FEET AND A CENTRAL ANGLE OF 6° 21' 49" WEST 53.73 FEET TO A
 POINT ON A NON-TANGENT CURVE; THENCE NORTHERLY 147.88 FEET ALONG SAID NON-
 TANGENT CURVE TO WHICH A RADIAL LINE BEARS SOUTH 68° 03' 32" WEST FROM THE
 CENTER, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL
 ANGLE OF 10° 35' 27" TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY 16.45
 FEET ALONG SAID COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF
 40.00 FEET AND A CENTRAL ANGLE OF 23° 33' 46"; THENCE NORTH 12° 11' 56" EAST 34.26 FEET;
 THENCE NORTHERLY 19.58 FEET ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING
 A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 18° 41' 37" TO A POINT OF REVERSE
 CURVE; THENCE NORTHERLY 38.56 FEET ALONG SAID REVERSE CURVE, CONCAVE TO THE
 EAST, HAVING A RADIUS OF 781.00 FEET AND A CENTRAL ANGLE OF 2° 49' 43" TO A POINT OF
 REVERSE CURVE; THENCE NORTHERLY 20.22 FEET ALONG SAID REVERSE CURVE, CONCAVE
 TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 19° 18' 19";
 THENCE NORTH 22° 58' 18" WEST 32.80 FEET; THENCE NORTHERLY 16.01 FEET ALONG A
 TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL
 ANGLE OF 22° 56' 18"; THENCE NORTH 0° 02' 00" WEST 114.16 FEET; THENCE NORTH 44° 58' 00"
 EAST 21.21 FEET; THENCE NORTH 89° 58' 00" EAST 100.26 FEET; THENCE NORTH 86° 41' 43"
 EAST 262.79 FEET; THENCE NORTH 89° 58' 00" EAST 28.25 FEET TO A POINT ON THE SAID EAST
 LINE OF THE SOUTHWEST QUARTER OF SECTION 9; THENCE NORTH 0° 08' 48" EAST ALONG
 SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, A DISTANCE OF 9.98 FEET TO
 THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF TURLOCK, BY DEED RECORDED NOVEMBER 10, 2004, AS DOCUMENT NO. 2004-0186122-00, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE EXTERIOR BOUNDARIES OF THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JUNE 25, 1995, IN BOOK 47 OF PARCEL MAPS, AT PAGE 30, STANISLAUS COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION LYING WITH THE EXTERIOR BOUNDARIES OF THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 17, 2018, IN BOOK 57 OF PARCEL MAPS, AT PAGE 73, STANISLAUS COUNTY RECORDS.

PARCEL 2:

PARCEL 11 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JUNE 28, 1995 IN BOOK 47 OF PARCEL MAPS AT PAGE 30, STANISLAUS COUNTY RECORDS.

PARCEL 2A:

NON-EXCLUSIVE EASEMENTS, RIGHTS, PRIVILEGES, TERMS, CONDITIONS AND RESTRICTIONS AS SET OUT IN THE DECLARATION OF RESTRICTIONS RECORDED AUGUST 14, 1992, AS INSTRUMENT NO. 076987, AND IN THE DECLARATION RECORDED OCTOBER 14, 1994 AS INSTRUMENT NO. 94-098115-00, OFFICIAL RECORDS OF STANISLAUS COUNTY, CALIFORNIA.

PARCEL 3:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH AND EAST OF THE NORTHEAST LINE OF THAT CERTAIN REAL PROPERTY CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MARCH 9, 1971, IN VOLUME 2382 OF OFFICIAL RECORDS, AT PAGE 21.

APN: 088-016-001-000, 088-010-024-000, 088-010-052-000

(End of Legal Description)

Exhibit B

Depiction of Property and Depiction of West Tuolumne Road Access Point

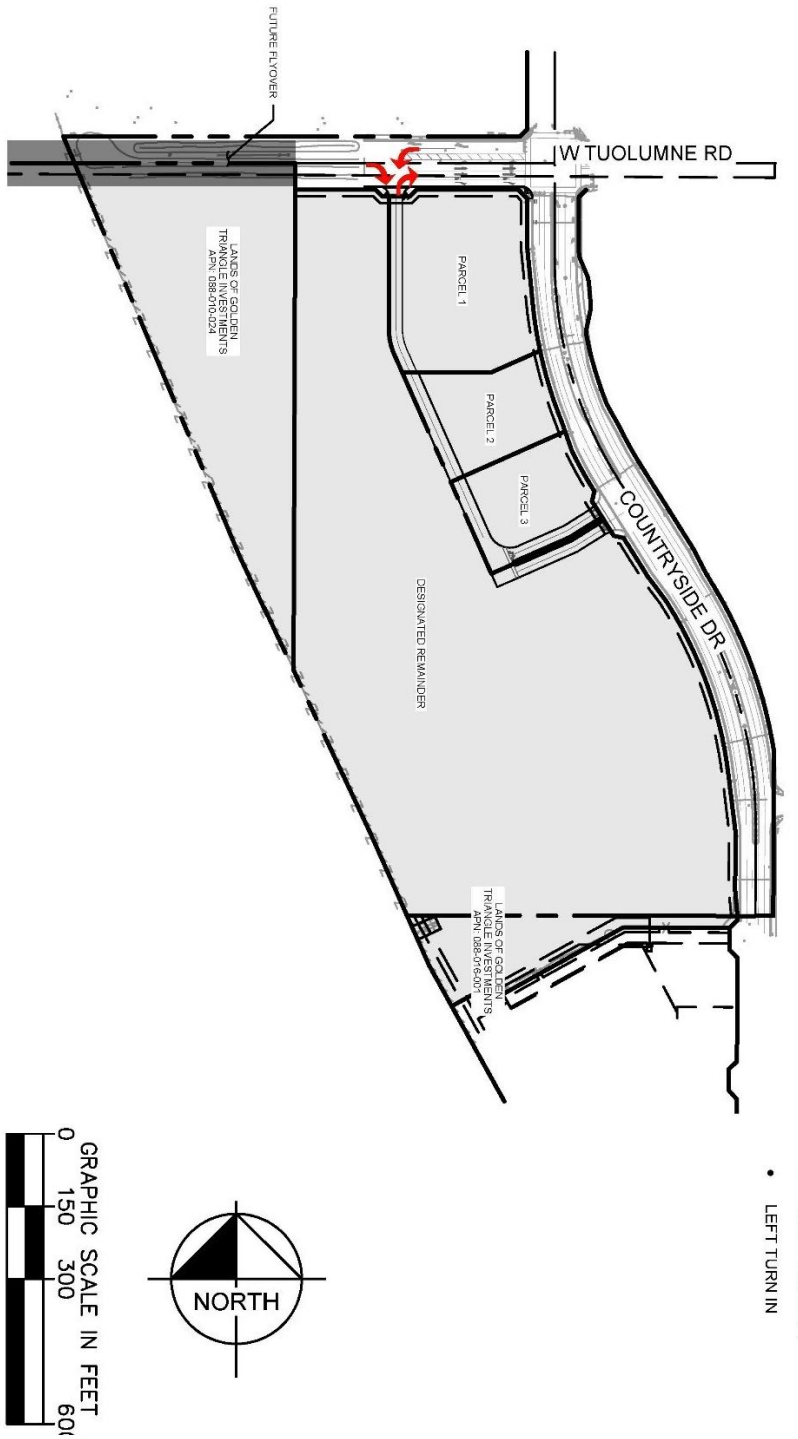


Exhibit C

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

City of Turlock
156 S Broadway
Turlock, CA 95380
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code § 6103

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between Turlock Marketplace, LLC ("Assignors"), and the _____ ("Assignee").

RECITALS

A. On _____, 20____, Assignor and the City of Turlock (the "City") entered into that certain agreement entitled "Development Agreement by and between the City of Turlock, a California municipal corporation and Turlock Marketplace, LLC (Turlock), Inc. relating to the improvement, development, and use of real property to operate a retail commercial shopping center business (the "Development Agreement"), originally recorded upon Stanislaus County Assessor's Parcel Numbers 088-016-001-000, 088-010-024-000, and 088-010-052-000 the properties constitute approximately 29.42 acres as legally described on Exhibit A (the "Property").

B. Section 10.4 of the Development Agreement prohibits the sale, assignment, or transfer by Assignor of any portion of Assignor's interests, rights, or titles described in that section of the Development Agreement ("Assignable Rights") to a third party without prior written approval by the City Manager of the City of Turlock (the "City Manager").

C. Assignor intends to assign, and Assignee intends to assume, the Assignable Rights under the Development Agreement.

D. In accordance with the terms of the Development Agreement, Assignor has provided to the City Manager a written request for consent to assignment. The City Manager has received the information he or she deems appropriate and consulted with the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements of Section 10.4 of the Development Agreement for an Assignment and Assumption Agreement and is executed with the consent of the City Manager as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference

as though set forth in full.

2. Assignor hereby assigns to Assignee all of the Assignable Rights of Assignor under the Development Agreement.

3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Agreement, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement. Assignor shall thereafter be relieved of its obligations under the Development Agreement.

4. This Agreement shall take effect and be binding only upon the City Manager's consent to and approval of the Agreement.

5. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement. Assignee acknowledges that the Assignable Rights are as set forth in Section 10.4 of the Development Agreement, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that City is not party to such other agreements.

6. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Signatures on the Following Page]

ASSIGNOR

Turlock Marketplace, LLC, a California limited liability company.

By: _____
Mark Enes,
Its: Owner

Date: _____

ASSIGNEE

_____, a _____

By: _____
_____,
Its: _____

Date: _____

CITY:

City of Turlock,
a California municipal corporation

By: _____
Name:
Its: City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
_____, City Attorney

Date: _____

[NOTARY ACKNOWLEDGEMENTS AND ANY EXHIBITS TO BE INSERTED]

Exhibit D

Form of Partial Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Turlock
156 S Broadway
Turlock, CA 95380
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code § 6103

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is entered into this _____ day of _____, 20____, by and between Turlock Marketplace, LLC ("Assignor"), and _____ ("Assignee").

RECITALS

A. On _____ 20____, Assignor and the City of Turlock (the "City") entered into that certain agreement entitled "Development Agreement" by and between the City of Turlock, a California municipal corporation and Turlock Marketplace, LLC, a California limited liability company, relating to the improvement, development, and use of real property to operate a retail and commercial shopping center business (the "Development Agreement"), originally recorded upon Stanislaus County Assessor's Parcel Numbers 088-016-001-000, 088-010-024-000, and 088-010-052-000, and the properties constitute approximately 29.42 acres as legally described on Exhibit A (the "Property").

B. Section 10.4 of the Development Agreement prohibits the sale, assignment, or transfer by Assignor of any portion of Assignor's interests, rights, or titles described in that section of the Development Agreement ("Assignable Rights") to a third party without prior written approval (not to be unreasonably withheld) by the City Manager (the "City Manager") of the City of Turlock ("City").

C. On or before the date of this Agreement, Assignee has become fee owner of a portion of the Property legally described on Exhibit B (the "Assignee Property").

D. In connection with Assignee's ownership of the Assignee Property, Assignor intends to partially assign, and Assignee intends to assume, the Assignable Rights under the Development Agreement burdening and benefiting the Assignee Property (the "Assigned Rights").

E. In accordance with the terms of the Development Agreement, Assignor has provided to the City Manager a written request for consent to assignment. The City Manager has received the information he or she deems appropriate and consulted with the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements of Section 10.4 of the Development Agreement for

an Assignment and Assumption Agreement and is executed with the consent of the City Manager as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference as though set forth in full.

2. Assignor hereby assigns to Assignee the Assigned Rights under the Development Agreement.

3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Rights and agrees to observe and fully perform all of the duties and obligations of Assignor as to the Assigned Rights under the Development Agreement, and to be subject to all the terms and conditions thereof. Assignor is hereby released from its obligations as it relates to the Assigned Rights.

4. Upon the execution of this Agreement: (i) the Assignee shall be liable only for the obligations under the Development Agreement that pertain to the Assigned Rights; (ii) neither Assignor, Assignee, nor other party to the Development Agreement shall have joint and several liability for the obligations or liabilities of the other under the Development Agreement; and (iii) no breach or default by such party of its respective obligations under the Development Agreement shall be deemed, interpreted or construed to be a breach or default by the other party.

5. The City Manager's execution of this Agreement on behalf of the City shall be deemed to be the City Manager's consent to and approval of the Agreement.

6. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement. Assignee acknowledges that the Assignable Rights are as set forth in Section 10.4 of the Development Agreement, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that City is not party to such other agreements.

7. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Signatures on the Following Page]

ASSIGNOR:

Turlock Marketplace, LLC,
a California limited liability company

By: _____

Mark Enes

Its: _____

Date: _____

ASSIGNEE:

_____,
a _____

By: _____

Name: _____

Its: _____

Date: _____

CITY:

City of Turlock,
a California municipal corporation

By: _____

Name: _____

Its: City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

_____, City Attorney

Date: _____

[NOTARY ACKNOWLEDGEMENTS AND ANY EXHIBITS TO BE INSERTED]

Exhibit E

Form of Notice of Termination

Form of Notice of Termination

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:

City of Turlock
156 S Broadway
Turlock, CA 95380
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code § 6103

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 20__

PARTIES: CITY OF TURLOCK,
a California municipal corporation
156 S Broadway
Turlock, CA 95380
Attn: City Manager

TURLOCK MARKETPLACE, LLC,
a California limited liability company
Attn: Mark Enes and Joshua Stark
7919 Folsom Blvd., Suite 120
Sacramento, CA 95826

THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Turlock, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California, on _____, 20__, City recorded a development agreement between City and Turlock Marketplace, LLC, dated _____, 20__ (the "Development Agreement"), relating to the development and operation of a retail commercial business.
- B. Pursuant to Sections 1.6 of the Development Agreement, the term of the Development Agreement expires fifty (50) years from the effective date on

_____, 20____.

- C. Pursuant to Section 11.1 of the Development Agreement, once terminated, the Development Agreement has no further force or effect, unless otherwise set forth in the Development Agreement.

NOW, THEREFORE, City hereby terminates, cancels, and otherwise releases Developer and Developer's heirs, executives, administrators, successors, and assigns from their obligations in the Development Agreement on this ____ of _____, 20____, and relinquishes any right it may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement, unless otherwise set forth in the Development Agreement. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF TURLOCK,
a California municipal corporation

By: _____
_____, City Manager

Exhibit F

Revised Standards and Specifications Replacing
City's 2016 Standards and Specifications

[To be added by Parties Upon Adoption by City or Incorporated by this Reference
Upon Adoption by City]

City Council Staff Report

January 28, 2025



From: Adrienne Werner, Development Services Director
Prepared by: Adrienne Werner, Development Services Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Determining that the submittal of the 2023-2031 Draft Housing Element (General Plan Amendment 2024-01) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) and/or Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines.

Resolution: Authorizing staff to submit the 2023-2031 Draft Housing Element to the California Department of Housing and Community Development (HCD) for the mandatory 90-day review period.

2. DISCUSSION OF ISSUE:

The City is required by the State of California to prepare a Housing Element as part of its General Plan. The purpose of the Housing Element is to encourage the provision of affordable and decent housing in all communities to meet State-wide housing goals. The City initiated the update to the Housing Element in May 2021. A contract was awarded to Dyett and Bhatia Regional Planners, to prepare the update to the Housing Element and the City's General Plan.

Pursuant to State Law, local governments must make a diligent effort to provide an opportunity for citizen participation throughout the Housing Element update process. A webpage was created on the City's website to provide information regarding the Housing Element Update. The City hosted a series of listening sessions with stakeholders, including, property owners, community group representatives, local architects, and organizations like the BIA of the Greater Valley. Additionally, throughout the community several pop-events were conducted in 2023, including during National Night Out held at Columbia Park. These pop-events used a "go to them" strategy to raise awareness and provide the community with opportunities for input. To further gather community input, a citywide survey was conducted February 1, 2023 to March 1, 2024 and provided residents another opportunity to help identify and evaluate strategies for accommodating and encouraging new housing to serve local needs and to help the City meet the legal requirements for the Housing Element. Approximately 33,000 surveys were mailed out with over 1,500 respondents participating in the survey. The results of the survey informed the selection of sites and key strategies for accommodating the Regional Housing Needs Allocation (RHNA) of 5,802 housing units for the 2023-2031 planning period. Focus group discussions were held with affordable housing developers, market rate developers, non-profit organizations, architects, service providers catering to the needs of our older citizens and other subject matter experts to help in the formulation of the policies and programs contained in the document.

Two study sessions were held with the Planning Commission where staff presented the

community feedback and received input from the Commission. Comments during the Planning Commission sessions included the need to better promote the programs and services offered through the Housing Program Services department and available to Turlock residents such as, the First Time Homebuyers Program and the owner-occupied rehabilitation program and a program to promote the proposed Congregational Overlay which would allow religious institutions the potential to develop housing projects should the owners wish to pursue that option. The community feedback and Planning Commission feedback were incorporated into the draft document. The Draft Housing Element was made available for 30-day public review on the City of Turlock website on October 2, 2024. The public comment period ended on November 2. **The 2023-31 Housing Element Public Review Draft has been made available online [CLICK HERE](#) or a copy is available to be viewed at the City Clerk's office.**

After the 30-day public review of the Draft Housing Element, the Planning Commission held a public hearing on November 7, 2024 to hear any public comments and make a formal recommendation to the City Council whether or not to submit the Draft Housing Element to HCD for the mandatory 90-day review period.

To help expedite the timeline for compliance with Housing Element Law, HCD staff is willing to collaborate with staff during the initial 90-day review period with the intent of making necessary revisions to the Draft Housing Element and providing for public review of the revisions prior to formal adoption by the City Council of the Housing Element. Related zoning amendments would be prepared parallel with the revised Draft Housing Element and come before the City Council for adoption along with the Housing Element.

OVERVIEW OF DRAFT 2023-31 HOUSING ELEMENT

The Draft 2023-31 Housing Element is an update to the current Housing Element of the General Plan, undertaken to outline a plan for accommodating Turlock's assessed share of the Regional Housing Needs Allocation (RHNA) for the planning period and to address new State laws. For the 2023-31 planning period, Turlock's assessed share of the regional housing need is 5,802 new units, including 2,208 units affordable to Low and Very Low-Income households, 1,096 units affordable to Moderate Income Households, and 2,498 affordable to Above Moderate Income households.

Chapter 3 of the Draft Element includes an analysis of the current capacity of the zoning map to accommodate new housing. As shown on Table 1 below, under current zoning there is capacity to accommodate a total 4,250 new housing units or 73 percent of the City's assess RHNA share. This accounts for projects recently approved or under construction and vacant land with residential zoning, as well as capacity Downtown and in the Morgan Ranch Master Plan Area and a projection of future development of accessory dwelling units (ADUs) based on past production trends in Turlock. Notably, there is a gap of almost 1,000 units affordable to Low and Very Low Income households. Under State law, multifamily housing at densities of 20 dwelling units per acre or more are deemed affordable to Low and Very Low income households, so the City will need to create additional capacity for high density housing to bridge the gap meet its RHNA requirements.

Table 1: Summary of RHNA Capacity				
Location/Strategy	Very Low	Moderate	Above	Total

	and Low		Moderate	
Units Accommodated Under Current Zoning				
Pipeline Projects	6	361	770	1,137
Morgan Ranch Master Plan	450		875	1,325
Downtown	329		277	606
ADUs	48	24	8	80
Vacant Residential Land	393	133	576	1,102
Subtotal (A)	1,226	518	2,506	4,250
RHNA	2,208	1,096	2,498	5,802
% RHNA	56%	47%	100%	73%
Rezoning				
North Golden State	850	265	111	1,226
Geer Road	475	243	100	818
South Lander	196	86	30	312
West Main	23	32	10	65
Subtotal (B)	1,544	626	251	2,421
GRAND TOTAL (A+B)	2,770	1,144	2,757	6,671
RHNA	2,208	1,096	2,498	5,802
% RHNA	125%	104%	110%	115%

Accordingly, the Housing Element proposes the creation of a workforce housing overlay that would apply to vacant and underutilized parcels in four areas of the city. This overlay would not require property owners to build affordable house; they would retain the right to develop their properties consistent with the base zoning currently in place. However, the overlay would give them the option to build multifamily housing if they choose. The workforce housing overlay would apply to sites shown on Figure 1. A community survey that garnered over 1,500 responses from Turlock residents and property owners indicates solid support for multifamily housing in these areas and since the Public Review Draft Housing Element was released in October 2024, the City has received inquiries from more than 10 property owners interested in potentially developing multifamily housing on their lots if the overlay is adopted. As shown on Table 1, the overlay would create additional capacity for 2,421 new housing units, which is sufficient to meet RHNA obligations at all levels with a buffer.

The Draft Element also incorporates a comprehensive update to the background data and analysis in the Housing Element related to special needs groups (seniors, the disabled, female headed households, the homeless) in Turlock (see Appendix B); regulatory,

process, environmental, and market-based constraints to housing production (see Appendix C); and an assessment of progress made toward the goals of the current 2015-23 Housing Element (see Appendix E). Additionally, it incorporates a thorough analysis of conditions related to fair access to housing for marginalized groups consistent with new State law (see Appendix D). Based on the findings of the analysis in these appendices, the framework of implementing policies and program in Chapter 4 has been updated.

Chapter 4 of the Draft Housing Element maintains the goals from the 2015-23 Housing Element with some minor modifications. Goals 1 and 3 related to housing production have been combined into a single goal, now Goal 1 to streamline the Element, and Goal 7 has been reworded to specifically reference the requirements in State law for "affirmatively furthering fair housing" to help clarify where those requirements are being addressed. Programs from the 2015-23 Element that staff determined to be effective have been carried forward, and new programs have been added to facilitate buildout of the inventory in Chapter 3 and to address the findings of the analysis in the appendices related to special needs groups, housing constraints, and fair housing.

3. BASIS OF RECOMMENDATION:

To comply with State Housing Law the City of Turlock must update the Housing Element every eight years.

4. FISCAL IMPACT / BUDGET AMENDMENT:

A portion of the cost of updating the Housing Element is funded through the Regional Early Action Planning (REAP) grant and from Fund 241 "Asset Replacement", the holding account for projects necessary to update the City's General Plan. Staff time was paid from the Planning Division budget.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) and/or Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines.

8. ALTERNATIVES:

1. The City Council may choose not to authorize the submittal of the Draft Housing Element to HCD. Staff does not recommend this alternative as the deadline to submit the City's Housing Element was December 31, 2023. HCD has committed to continue working with staff and the consultant to expeditiously review the draft Housing Element in order for the City to comply with State Housing Element Law.

2. The City Council may choose to modify the draft document. Any changes will be

incorporated into the draft document submitted to the State Housing and Community Development (HCD) Department.

9. ATTACHMENTS:

1. Resolution Authorizing Submittal to HCD
2. Figure 1 Citywide Sites Inventory

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING	}	RESOLUTION NO. 2025-
THE SUBMITTAL OF THE 2023-2031	}	
DRAFT HOUSING ELEMENT TO THE	}	
CALIFORNIA DEPARTMENT OF	}	
HOUSING AND COMMUNITY	}	
DEVELOPMENT (HCD) DEPARTMENT	}	
FOR THE MANDATORY 90-DAY	}	
REVIEW PERIOD	}	

WHEREAS, State Housing Element law (Government Code Sections 65580 et seq.) requires every city and county in California to adopt a comprehensive General Plan that includes seven mandated elements; and

WHEREAS, the Housing Element is one of the required elements and the only element reviewed and certified by the State Housing and Community Development Department (HCD); and

WHEREAS, the housing element has to be updated every eight years; and

WHEREAS, the City of Turlock is in the process of updating the housing element to meet the State Housing Element law; and

WHEREAS, the 2023-2031 Draft Housing Element was provided to the City Council for review under separate cover and is available on the City website.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the submittal of the 2023-2031 Draft Housing Element to the California Department of Housing and Community Development (HCD) for the mandated 90-day review period.

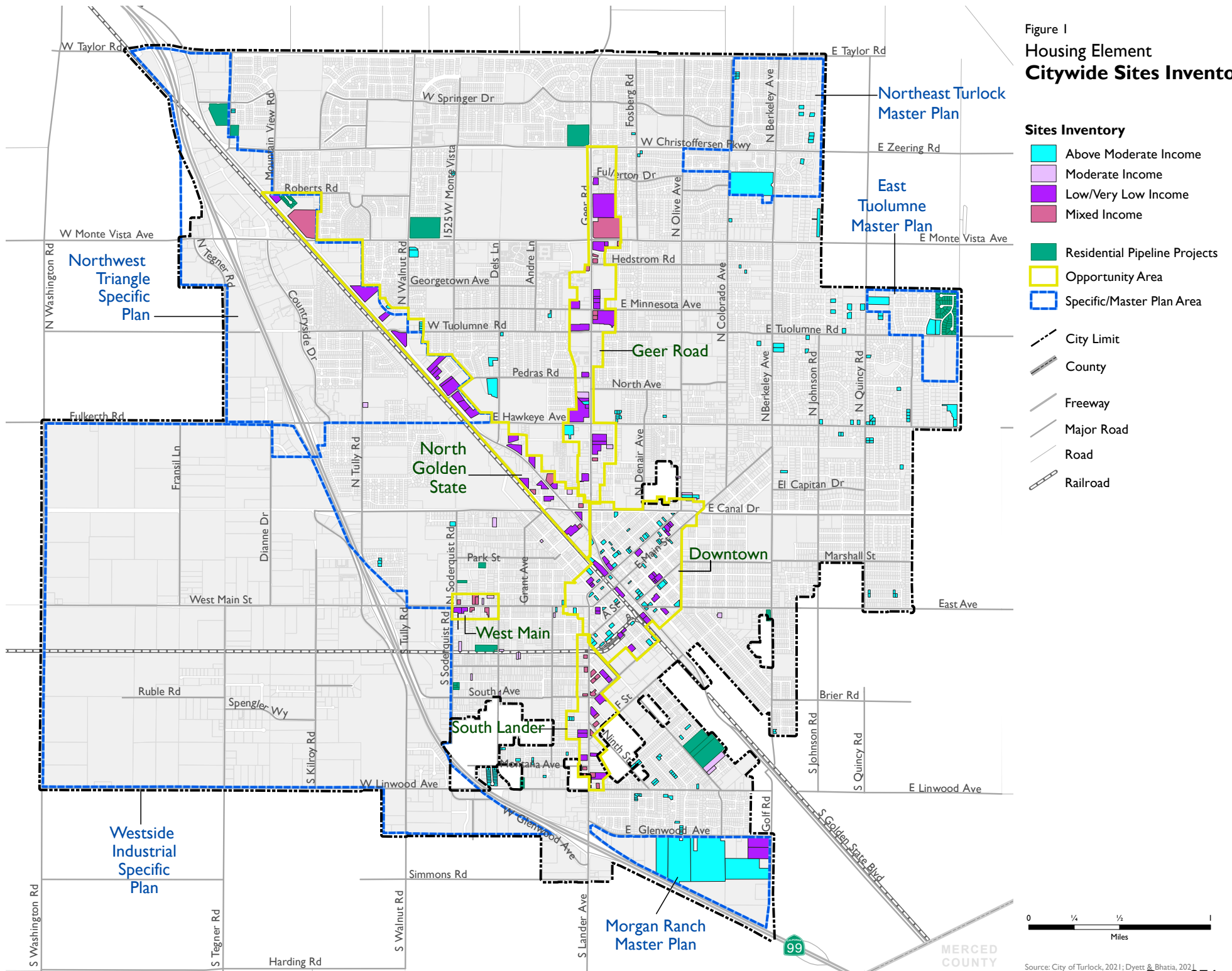
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

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

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Figure I
Housing Element
Citywide Sites Inventory



City Council Staff Report

January 28, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Carlos Guerrero, Utilities Division Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Awarding Request for Proposal (RFP) 24-011 and approving an agreement (City Contract 2025-097) in a form approved by the City Attorney with NBS Government Finance Group (Temecula, California office) for a Water Rate Study and related services for a one (1) year term with the option to extend for two (2) additional one-year terms in an amount not-to-exceed \$132,915 to be funded by Fund 420 (Water), account number 420-52-550.43314 "Contract Help – Service"

2. DISCUSSION OF ISSUE:

Staff is requesting approval of an agreement with NBS Government Finance Group (NBS) to conduct a comprehensive Water Rate Study and provide recommendations for future water rates and rate structures. The last Water Rate Study was completed by Municipal Financial Services in 2017 and rates were last updated on March 1, 2018. A five-year plan was put into place in accordance with Turlock Municipal Code, 6-5-501(b)(2), with the most recent rate hike occurring on January 1, 2022.

The City of Turlock relies both on groundwater and surface water for its drinking water supply. The City's drinking water supply faces a number of challenges, including: declining supply, increasing levels of contaminants, meters reaching their life expectancy, water main line replacement with capital improvement projects, increasingly stringent regulatory requirements, and new state regulations on groundwater sustainability.

Since 2011, the City of Turlock has been a member of the Stanislaus Regional Water Authority (SRWA). The SRWA is a Joint Powers Authority of the City of Turlock and the City of Ceres whose purpose is to develop a drinking water supply in partnership with the Turlock Irrigation District (TID). The primary goal of the SRWA was to build and operate a new water treatment facility on the Tuolumne River, which uses filters and chemical agents to treat this water, known as "surface water", and deliver it to Turlock and Ceres to supplement the groundwater drinking water supply.

In May 2023, the City's water supply started to progressively include chlorine treatment as part of this initiative. Now that the City of Turlock is implementing this action, we have reached a stage where some planning level cost estimates will grow. To comprehend the potential effects on Turlock's ratepayers, conducting a Water Rate Study is essential.

On September 2, 2024, City staff issued Request for Proposal (RFP) 24-011 for a Water Rate Study; in response, two vendors submitted proposals and were ranked as follows:

1. NBS Government Finance Group

2. Utility Accounting & Rate Specialists LLC

Very recently, the City benefitted from the experts at NBS, who conducted an in-depth review of sewer rates and rate design structure to ensure that new rates collect sufficient revenues to meet all financial obligations during the five-year rate period.

The goals of this study would be similar to the recent sewer rate study:

- Ensuring equity and proportionality among customer classes by collecting rate revenue through the cost-of-service process based on both fixed monthly charges and volumetric rates.
- Maintaining adequate reserve levels to ensure continuity in operations.
- Ensuring adequate funding for the City's water system-related capital projects due to the level of capital investment planned over the next five years.
- Complying with Proposition 218 (Cal. Const. Art. XIII-D, Section 6) requirements to ensure costs are properly allocated between user classifications.
- Creating a rate model that responds to changing conditions and assumptions and accommodates updates of customer data and consumption patterns.

Once the Study is complete and the rate impacts of the project are fully understood, the City Council may choose to proceed with the Proposition 218 process to adopt the new rates.

3. BASIS OF RECOMMENDATION:

1. It is necessary for municipalities to conduct rate studies with regularity to ensure equity among customer classes, maintain adequate reserve levels, and ensure adequate funding for net revenue requirements and capital projects.
2. A Water Rate Study will provide the City Council with the information it needs to evaluate the impact of future funding for operating costs, maintain adequate and reasonable reserves and plan for future capital improvement projects.
3. A Water Rate Study will inform City Council on how to recover costs with the addition of treatment of our drinking water, implemented to improve water quality, and allow the City to comply with more stringent regulations for drinking water quality.
4. NBS offers extensive expertise and experience in developing water and sewer rate studies and has significant experience with the City's water utility.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed action is \$132,915, which, in accordance with the compensation schedule in the agreement, will be expensed to Fund 420 (Water), account number 420-52-550.43314 - Contract Help – Service.

Appropriate funds have been allocated during the Fiscal Year 2024-25 budget process to cover this Agreement and no budget amendment is required.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

- A. Do not approve the Agreement. This alternative is not recommended because the study is essential to understanding the potential impact of the of future funding for operating costs, maintain adequate and reasonable reserves and plan for future capital improvement projects. Delaying this study could cause the City to persist in an unfavorable financial situation.
- B. Provide staff direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. City Contract 2025-097 with NBS Government Finance Group

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AWARDING REQUEST }
FOR PROPOSAL (RFP) 24-011 AND }
APPROVING AN AGREEMENT (CITY }
CONTRACT 2025-097) IN A FORM }
APPROVED BY THE CITY ATTORNEY }
WITH NBS GOVERNMENT FINANCE }
GROUP (TEMECULA, CALIFORNIA }
OFFICE) FOR A WATER RATE STUDY }
AND RELATED SERVICES FOR A ONE (1) }
YEAR TERM WITH THE OPTION TO }
EXTEND FOR TWO (2) ADDITIONAL ONE- }
YEAR TERMS IN AN AMOUNT NOT-TO- }
EXCEED \$132,915 TO BE FUNDED BY }
FUND 420 (WATER), ACCOUNT NUMBER }
420-52-550.43314 "CONTRACT HELP – }
SERVICE" }**

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock's water enterprise utility is responsible for the water distribution system and meeting net revenue requirements associated with its operations, maintenance, and associated capital projects; and

WHEREAS, numerous issues affect the City's drinking water supply, such as dwindling supply, rising contaminant levels, meters that are past their useful life cycle, replacing water main lines with capital improvement projects, stricter regulations, and new groundwater sustainability laws from the state; and

WHEREAS, it is necessary for municipalities to conduct rate studies with regularity to ensure equity among customer classes, maintain adequate reserve levels, and ensure adequate funding for net revenue requirements and capital projects; and

WHEREAS, the Water Rate Study will perform a comprehensive review of the current water rate structure and develop final recommendations, and communicate the results to the City's customers; and

WHEREAS, the study report will provide an administrative record necessary to comply with Proposition 218; which limits the ability of local governments to impose assessments or fees on property owners without their consent; and

WHEREAS, this action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines because it consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby award Request for Proposal (RFP) 24-011 and approve an agreement (City Contract 2025-097) in a form approved by the City Attorney with NBS Government Finance Group (Temecula, California office) for a Water Rate Study and related services for a one (1) year term with the option to extend for two (2) additional one-year terms in an amount not-to-exceed \$132,915 to be funded by Fund 420 (Water), account number 420-52-550.43314 "Contract Help – Service".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
NBS GOVERNMENT FINANCE GROUP
for
WATER RATE STUDY PROFESSIONAL SERVICES**

City Contract No. 2025-097

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and NBS GOVERNMENT FINANCE GROUP, a California corporation (“Professional”), on this 28th day of January 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the Water Rate Study and related services (the “Project”).

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

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

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

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

AGREEMENT

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

2. Term. The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on the 28th day of January, 2026 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for two (2) additional one year (1) terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager and Professional thirty (30) days prior to the expiration of this Agreement.

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

5. Work.

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

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

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

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

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Thirty Two Thousand Nine Hundred and Fifteen and No/100ths Dollars (\$132,915) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

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

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

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

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

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

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

14. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter

relating to the Project without the prior consent of the Contract Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

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

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

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

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

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

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's

compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

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

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

27. Indemnification by Professional. To the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City

and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 270
Turlock, California 95380**

With courtesy copies to:

City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Professional:

NBS Government Finance Group
Attn: Jeremy Tamargo
870 Market St Ste 1223
San Francisco, CA 94102

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

Carlos Guerrero
Utilities Manager
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone: (209) 668-5590
E-mail: cguerrero@turlock.ca.us

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

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

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

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

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

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

contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

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

44. Execution and Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**NBS Government Finance Group, a
California Corporation**

By: _____

Print Name: _____

Title: _____

Date _____

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

4 | PROPOSED SCOPE OF SERVICES

Water Rate Study

NBS will work cooperatively with City staff, management and the City Council to develop a financial plan and rate recommendations that are well suited to the City's needs, are practical and implementable, and can be confidently defended from both a technical and legal perspective.

The scope of services NBS offers for completing the study is presented in this section. We will also be prepared to make adjustments during the course of the study to reflect the direction of City staff and stakeholders as the study progresses. NBS will provide the leadership necessary to guide you through the various options, key concerns, and explaining the issues involved. These tasks serve as the basis for the proposed budget for this study.

TASK 1. KICKOFF MEETING AND DATA COLLECTION

NBS will hold a kick-off meeting with City staff at the beginning of the study. The kick-off meeting will be used to review and discuss the data from the billing/accounting system and data requirements in general and review study objectives, tasks, and schedule. A preliminary plan for public presentations will be discussed with the City during this meeting. The data the City will need to provide includes customer account information, such as:

- Customer billing information that includes: meter sizes, customer class and monthly water consumption for each customer (Excel file preferred).
- Financial data typically reported in financial statements.
- Capital Improvement and/or Master Plans (CIP projects by name, cost, and timing).

Deliverable/s: Kickoff meeting agenda and minutes. All data gathered, compiled and used in the cost-of-service analysis shall be provided to the City as supporting Appendix documents in electronic copy as part of the final report deliverable.

TASK 2. FINANCIAL PLAN

NBS will prepare a detailed financial plan for the water utility that includes revenue, expenditures, reserves, debt coverage ratios, capital improvement costs, repair and replacement costs and net revenue requirements.

This financial plan will lay the groundwork for the cost-of-service and rate design analyses addressed in Tasks 3 and 4. The following are subtasks to the Financial Plan:

Projected Revenues and Expenditures – Using a cash-basis reflecting the City's system of accounts, NBS will prepare a projection of revenues, expenses, and increases in rate revenue needed to meet all obligations. This will provide the City with a financial planning tool to plan for rate adjustments to address operating and maintenance costs, infrastructure improvements, asset replacement and maintaining appropriate reserve fund levels. The City's projected customer growth rates from master plan documents and planned cost inflation factors will be incorporated in this analysis.

Evaluate Reserve Fund Sufficiency – NBS will evaluate the sufficiency of existing reserve funds, target reserves, reserve fund policies, and related issues such as meeting debt service coverage ratios and other

rate covenants. We will provide recommendations for reserve fund targets that are tailored to the City's specific needs such as operating, capital rehabilitation/replacement, rate stabilization and catastrophes, etc. We will develop a phased-in approach to funding reserves to minimize the impact on ratepayers.

Review Capital Improvement Program Funding – NBS will incorporate City plans for new facilities, infrastructure improvements, and asset replacement plans into the financial plan. We will evaluate the timing, costs, and available reserves used to fund various projects. We will work with City staff to develop a well-conceived approach to funding these capital needs, which may include an appropriate balance between debt-funded and cash-funded projects. The recommended solution will provide an appropriate balance between funding from rates, system development fees and, if necessary, the use of outside financing. Up to three levels of capital improvement program funding will be developed in the study for comparison purposes.

Deliverable/s:

- Financial projection Excel model that will serve as a financial “roadmap” for the water utility.
- Summary of current and projected net revenue requirements.
- Update reserve fund policies and targets potentially including reserves for operations, rate stabilization, repair and replacement, debt service and capital projects.
- Projected year-end reserve fund levels.
- Calculated debt service coverage ratios.
- Three alternatives (i.e., annual rate increases) that meet projected net revenue requirements.
- Funding sources (cash vs. debt) for capital improvements.

TASK 3. COST OF SERVICE ANALYSIS

Using the net revenue requirements developed in Task 2, NBS will equitably allocate costs to individual customer classes based on cost-of-service principles that comply with Prop 218. NBS will review and incorporate the historical consumption characteristics by customer class, including changes related to Covid-19 impacts, and determine how to best project future water consumption.

NBS will evaluate cost allocations of various cost components to each customer class. The main components of the water cost-of-service analysis are as follows:

Evaluate Trends in Water Consumption – NBS has seen changes in consumption patterns related to Covid-19 restrictions. These impacts should be considered when projecting water sales going forward. Although consumption patterns will have the greatest impact on proposed volumetric charges, total water sales and consumption considered in wastewater volumetric charges will also impact the financial plan projections of rate revenue. We will review these changes and, more importantly, how consumption should be projected going forward as proposed water rates are developed.

Analysis of Consumption Patterns – NBS will evaluate the *number* of customers at various levels of consumption and the *total water use* by customer class. The City's most recent water consumption data will be used for this analysis. This type of data analysis ensures an accurate projection of the revenue that will be collected within each customer class and ensures that revenue is recovered accurately from each customer class.

Functionalization/Classification of Expenses – This task arranges water expenses into basic categories, such as commodity (*source of supply*), capacity (*treatment, transmission, and distribution*), and customer (*administrative and overhead*) costs.

Allocation of Costs to Customer Classes – These costs are then allocated to individual customer classes based on allocation factors specific to each cost classification. For example, commodity/variable costs are allocated based on percentages of total annual consumption; capacity-related costs are allocated based on the percentage of peak demand; and customer-related costs are allocated based on the number of accounts. This process produces the fixed and variable revenue requirements for each customer class, which is the basis for the actual rate calculations.

Deliverable/s: Cost-of-service analysis results provided in Microsoft Excel model.

TASK 4. RATE DESIGN ANALYSIS

NBS will work with City staff to review the current rate structure and evaluate whether there are alternatives that better meet the City’s broader rate design goals and objectives. NBS will provide up to four water rate structure alternatives for the City’s consideration, which will include the City’s existing rate structures and three alternatives. An evaluation of the pros and cons of each rate structure alternative will be included in this analysis. The following are subtasks to the Rate Design Analysis:

Develop Rate Design Recommendations – Water rates will be developed based on the cost-of-service analyses, and we will include a discussion of the relative pros and cons of the current rate structure and the new alternatives. Evaluating the City’s desired rate complexity and resulting customer bills will be essential components of this process.

Criteria for Improving the Rate Design – When evaluating rate design, revenue sufficiency and financial resiliency are critical considerations. NBS’ general approach is to avoid significant **under-collection** of rate revenue, which is the worst-case scenario from a financial perspective. Other criteria for evaluating rate structures include:

- Ease of understanding the rate structure by customers.
- How costs allocated to fixed and volumetric rates affect revenue stability.
- How water conservation is reflected in the analysis.
- How summer peaking patterns are reflected in water rate design.
- How meter sizes are used in calculating fixed charges.
- The amount of revenue that should be collected within each tier.
- Impacts on customer monthly bills.
- How treatment plant costs are allocated to customers.
- Differences, if any, in collection system and general overhead and administrative costs and how they are allocated to various customers.
- Changes due to drought, conservation efforts, and Covid-19 over the last several years that may affect rates on a going-forward basis.
- The amount of revenue collected from fixed and variable charges (which can significantly impact customer bills).

The rate structure alternatives selected will ultimately provide the basis for comparing monthly customer bills under both the current and new rate structures. However, all rate structures will be “revenue neutral” because they will all collect the same amount of revenue, both in total and within each customer class.

Calculate Fixed and Volumetric Charges – Ideally, fixed charges should be used to cover fixed costs; however, due to the emphasis on using pricing signals to encourage conservation, this is rarely the case. As a result, many agencies have struggled with revenue stability during times of uncertain demands. Fixed charges will reflect the number of accounts, equivalent meters, and size of meters. In contrast, volumetric rates should cover variable costs and should be allocated in proportion to consumption. Determining the best combination of fixed and variable charges is also influenced by other factors, such as revenue stability, conservation, ease of understanding, and ease of administration. NBS will strive for an appropriate balance between fixed and variable charges.

Deliverable/s: Draft rate model and rate design recommendations in Microsoft Excel.

TASK 5. REGIONAL BILL COMPARISON

NBS will compare current and proposed water rates with up to ten neighboring communities to see how the City’s rates compare to other nearby water Agencies. The results of this comparison will be presented in the rate study report and in public presentations. The comparisons will provide City staff and City Council with a basis to compare the cost of delivering water service to customers in the region.

Deliverable/s: Regional Bill Comparison to be included in final report and presentation materials.

TASK 6. PREPARE ELECTRONIC RATE MODEL

NBS will develop the Excel-based rate model for use by City staff (users not limited) once the study is complete. The model will be custom-built to the City’s specific needs and will have the functionality to update revenue and expenses, prepare what-if scenarios, and determine annually if the proposed rate increase is needed, or if it can be modified or delayed. The model will have a dashboard where assumptions can be modified and will flow through to the rate alternative results, and a documentation tab that explains each tab and the interrelationships of each tab.

In addition, the model will include adjustable inflation factors and other variables and will graphically display charts and figures to communicate outcomes and recommendations. We will review the model with staff during the development of the rate study to make sure it meets the City’s requirements and preferences.

A training session can be provided with the City’s Project Manager at the conclusion of the study. The goal of this session will be to review all tabs in the model and to provide sufficient information for the City to accept the model and have the ability to use it going forward.

Deliverable/s: Final Excel-based rate model for use by City staff.

TASK 7. PREPARE RATE STUDY REPORT

NBS will prepare a draft study report that include proposed rates for the next five to ten years, depending on the City’s preference for the timeframe. An executive summary and introduction will present the purpose of the report and results of the study. Tables, graphs, and charts will be used as appropriate, but the emphasis will be on providing a clear, concise and understandable report that will provide the City with a thorough administrative record. Key assumptions, methodologies, and factors affecting the development of proposed rates will be highlighted with charts and graphs when helpful. However, more technical aspects

of the study, particularly the tables documenting the calculations and sources of data, will be separately provided in technical appendices.

NBS will provide an electronic file in Microsoft Word format of the draft report for the City's review and comment. Once we have received the City's comments¹, we will incorporate those comments into a final report.

Deliverable/s: Draft and final study reports.

TASK 8. MEETINGS AND PRESENTATIONS

NBS plans to provide support to the City in public meetings to support the new rate adoption process. We will also plan to meet with City staff to review study results and recommendations throughout the project. The following meetings and presentations are anticipated for this study:

Meetings with City Staff – NBS proposes to hold progress meetings with City staff via conference call or web meeting format. These meetings will be used to review initial work products and gain input from Staff on the direction of the study. Prior to the public meetings, we also expect to have regular phone conversations with City staff to discuss how the study is proceeding, solicit input from Staff, and to review and discuss the study's initial results and work products. In addition, NBS will work with City Staff to discuss and understand talking points while continuously providing guidance on how to manage questions for community members to ensure a clear and transparent message.

Public City Council Meeting/Presentations – NBS rate study staff will provide one (1) public presentation² for the City Council. The rate team will prepare a PowerPoint presentation for this meeting, which will include visual aids, graphics, charts and additional worksheets or handouts. In this presentation, NBS will present study results, recommendations, receive input and guidance on the direction of the study and answer questions. Our team will work with City Staff to create an agenda and develop presentations that allow for clear and insightful presentations.

Deliverable/s: Monthly project progress reports, bi-weekly coordination meetings, bi-weekly project updates, one public City Council presentation.

TASK 9. NOTICE OF PUBLIC HEARING MAILING

NBS will create a mailing list using the most recent County Assessor secured roll data available, combining that with the City's customer database. Duplicates will be removed to create a comprehensive mailing list. NBS will also draft the Notice to property owners subject to the proposed Fee. Final form of the Notice will be reviewed and approved by legal counsel and City staff.

NBS will work with City staff to answer any questions that come up and guide you through the adoption process. The key technical tasks will be to prepare a draft and final Prop 218 Notice and provide the proposed rate tables included in the notices. NBS will work with City staff to review the draft and final notice prior to public release. The City should have legal counsel review all notices for legal compliance with the provisions of Prop 218, such as wording related to pass-throughs.

¹ We assume City staff's comments will be in an electronic Microsoft Word file using track-changes mode.

² The number of meetings/presentations that NBS provides can be adjusted as necessary by City staff. We plan to discuss the number of meetings and plans for presentation at the kick-off meeting and adjust throughout the process as needed.

Deliverable/s: Notice of Public Hearing Mailing. Assistance with updates to Turlock Municipal Code (TMC) preparation of notices, resolutions and any other documentation as necessary.

TASK 10. PUBLIC OUTREACH

Outreach services for this project provided by NBS' CivicMic team include:

Communication Toolkit

The CivicMic team will work with City staff and stakeholders to develop a focused and compelling message that enables City staff, elected officials, and stakeholders to approach the topic with a united message.

Deliverables: Communication Toolkit that includes:

- Talking points
- Set of PowerPoint slides
- Multiple content releases
- Timelines for posting on the City's website or CivicMic.com
- Community meeting postcard creation

218 Notice Supplement

NBS will develop and design a detailed fact sheet to be mailed to community members.

Deliverable/s: The fact sheet will include historical information that will help educate the community on the current project needs. It will be translated into up to two languages based on community census data.

Webpage Creation – CivicMic.com

NBS will create a dedicated website that allows for project specific details that can also be included or directly linked to the City website. See CivicMic.com for examples.

Deliverable/s: Dedicated webpage, [water rate calculator](#), interactive mapping, information on background for proposed increased rates, history of use of current funds available to the City, calendar of anticipated events, legislative updates, meeting announcements, and recorded meetings.

Facilitate One-on-One Stakeholder Meetings

The CivicMic team will work with City Staff and previously identified stakeholders in the community to educate them on a closer level. In addition to providing management and guidelines for various communication activities, our team will guide staff through hosting one-on-one meetings by developing detailed agendas and PowerPoint presentations with key points that resonate with each stakeholder.

COMMUNITY MEETINGS

Initial Community Meeting

NBS will:

- Host one online meeting to allow community members an opportunity to learn about the proposed water rate increase and the Proposition 218 process.

- Lead the meeting with objectives created with the City before the meeting.
- Develop future action items and subsequent discussion topics based on feedback received.
- Provide simultaneous translation services for one additional language.
- Record and post the virtual meeting to the website for future educational opportunities.

Subsequent Community Workshop

NBS will:

- Host one in-person workshop to allow community members to discuss items of importance and build a sense of community.
- Develop an interactive workshop building on feedback received at the virtual community meeting.
- Create and post community meeting notices on various outlets.
- Lead meetings with objectives created with the City before the meetings, ensuring policy goals are achieved.
- Create English and Spanish audio and visual content for the workshop to allow for various forms of learning.
- Design the workshop layout, talking points, and feedback loops. Our team will facilitate the workshop in a manner that exceeds the City's standards.
- Provide a summary of all community meetings, including pictures of City staff and highlights of their efforts to educate the community on rates.

Optional Administration Services

FIXED WATER SERVICE CHARGE AND SEWER TAX ROLL BILLING SERVICES

Should the City decide to establish a process to collect any fixed component of the City's water service charge via the County property tax rolls, NBS will manage and enroll such charges on the annual property tax bills. This describes the proposed scope of work for such annual tax roll billing services, as well as our initial year consulting services.

INITIAL KICK-OFF MEETING, ONE TIME SET UP, AND SYSTEMS DOCUMENTATION

This is a one-time meeting with City staff to discuss the items below:

- Review the tax roll billing process and appropriate annual timeline.
- Method of application of the charge and the data required.
- Review the process for any appeals or disputes.
- For initial year tax roll billings, NBS will develop format, print, and send a mailing of notice regarding change in billing method to tax roll billing to all property owners (City staff to review this change with internal legal counsel).
- Collect Data from the City and/or other third parties, utilizing NBS' proprietary software D-FAST, GIS, and satellite imagery.

DATA COLLECTION AND MAINTENANCE

Gather and review data pertinent to the calculation and billing of the charge. Data will be obtained from various sources such as the County Assessor's Secured Roll, Assessor's parcel maps and the City's utility database as determined to be necessary based on the requirements of the formula. Maintain and periodically update a database for all parcels and relevant parcel information within the service area.

QUALITY CONTROL

Perform cross-reference tests looking at the various data sources, land use codes, and other pertinent information to improve accuracy of application of the charges. NBS has a multi-step approach to our quality control. We have built custom analysis tools within our software that assists in this process. Every database is reviewed by a top-level staff member before finalizing.

LEVY CALCULATION AND SUBMITTAL

Calculate the annual levy for each parcel within the service area following the guidelines established in the methodology. Submit the levy to the County Auditor Controller in the required electronic format. Levies rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced with payment to be directed to the City.

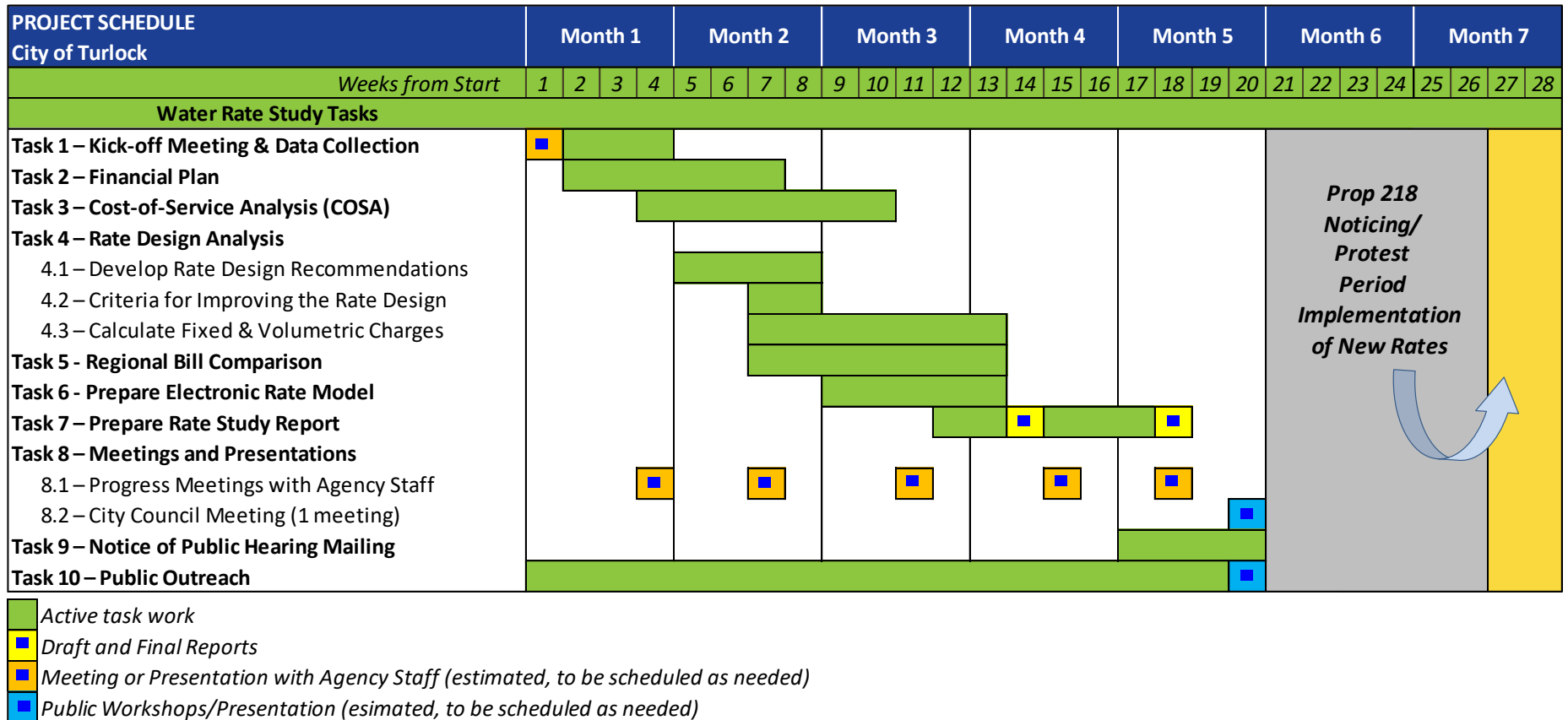
CONSULTING SUPPORT

NBS will provide a toll-free phone number for use by the City, other interested parties, and all property owners. Our staff will be available to answer questions regarding the charge. Bilingual staff is available for Spanish-speaking property owners.

Project Schedule

The following is an overview of our proposed project schedule. We will discuss a detailed schedule at the kick-off meeting, along with the expected timing for individual tasks. *This page is intentionally formatted differently to improve legibility of the table contents below.*

PROJECT SCHEDULE FOR THE CITY OF TURLOCK



City Staff Support

As detailed in the Scope of Work above, NBS will hold a kick-off meeting with City staff at the beginning of the study. The kick-off meeting will be used to review and discuss the data from the billing/accounting system and data requirements in general and review study objectives, tasks, and schedule. A preliminary plan for public presentations will be discussed with the City and NBS' team during this meeting. Examples of the data the City will need to provide include:

- Customer billing information.
- Financial data typically reported in financial statements.
- Capital Improvement and/or Master Plans (CIP projects by name, cost, and timing).

This kickoff meeting will be foundational for establishing the implementation plan for clear communication, understanding project roles and responsibilities for both NBS and City staff, and setting milestones and key deliverable dates for a successful rate study for the water utility. To this end, we sincerely appreciate the City's efforts with providing the required data, as well as the necessary City staff support and assistance as required to facilitate a successful study for both the water rate analysis as well as the public outreach components of the project.

Project Status Reporting / Staying within Budget and On Schedule

In general, NBS' project management philosophy is based on effective, routine communication and timely delivery of work product. In the sphere of varying types of consulting firms providing these services, the City should ultimately focus on selecting the consultant with the strongest overall "track record" and positive references. Our demonstrated project management abilities make NBS a great selection.

We will provide the leadership necessary to support a successful rate setting process. At NBS, we make certain that each client is serviced by a **senior level technical consultant** for the tasks, presentations, and project direction. We track hours charged by all team members and are able to immediately identify any budget issues.

Our philosophy is to communicate regularly with clients throughout the course of our engagements, to build data collection activities efficiently into program delivery processes, and to assure that there are no surprises when final reports are delivered. As detailed in the Scope of Work in Section 4, NBS will provide regularly monthly written updates on the progress of the project work schedule. In these updates, deviations in the project scope of services, schedule, or shall be identified and reported to the City's project manager immediately. NBS will also meet bi-weekly with the City staff to ensure that tasks stay within budget and on schedule throughout the course of the study effort.

9 | PROPOSED COMPENSATION

Our professional fees are based on our understanding of City's needs and the effort we believe is necessary to complete the scope of services described in our proposal. Work will be performed at a fee of \$99,915.

PROJECT BUDGET: CITY OF TURLOCK									
Study Tasks	Consultant Labor (Hours)							Grand Totals	
	Senior Reviewer ¹ (Highstreet)	Associate Director (Tamargo)	Sr. Project Analyst (Hoenig)	Project Resource Analyst (Henry)	Senior Review (Wood)	Engagement Consultant (Argerich-Valentine)	Comm. Specialist (Savage)	Consultant Labor (Hrs.)	Consultant Costs (\$)
Hourly Rate	\$250	\$225	\$165	\$130	\$250	\$175	\$175		
Water Rate Study									
Task 1 – Kick-off Meeting & Data Collection	1.0	2.0	12.0	-	2.0	2.0	2.0	21.0	\$ 3,880
Task 2 – Financial Plan									
2.1 – Projected Revenues and Expenditures	1.0	2.0	12.0	-	-	-	-	15.0	2,680
2.2 – Evaluate Reserve Fund Sufficiency	1.0	2.0	8.0	-	-	-	-	11.0	2,020
2.3 – Review Capital Improvement Program Funding	1.0	2.0	12.0	-	-	-	-	15.0	2,680
Task 3 – Cost-of-Service Analysis (COSA)	1.0	6.0	24.0	-	-	-	-	31.0	5,560
Task 4 – Rate Design Analysis									
4.1 – Develop Rate Design Recommendations	1.0	4.0	-	-	-	-	-	5.0	1,150
4.2 – Criteria for Improving the Rate Design	1.0	4.0	8.0	-	-	-	-	13.0	2,470
4.3 – Calculate Fixed & Volumetric Charges	1.0	8.0	24.0	-	-	-	-	33.0	6,010
4.4 – Comparison of Customer Bills	1.0	6.0	16.0	-	-	-	-	23.0	4,240
Task 5 – Regional Bill Comparison	1.0	2.0	10.0	-	-	-	-	13.0	2,350
Task 6 – Prepare Electronic Rate Model	2.0	4.0	24.0	-	-	-	-	30.0	5,360
Task 7 – Prepare Rate Study Report	4.0	12.0	12.0	8.0	-	-	-	36.0	6,720
Task 8 – Meetings and Presentations									
8.1 – Meetings with Agency Staff	4.0	10.0	6.0	-	2.0	4.0	2.0	28.0	5,790
8.2 – City Council Meeting (1 meeting)	2.0	8.0	6.0	-	-	-	-	16.0	3,290
Task 9 – Notice of Public Hearing Mailing ³	8.0	8.0	-	8.0	-	-	-	24.0	4,840
Subtotal: Rate Study Consulting Fee									\$ 59,040
Task 10 – Public Outreach	-	-	-	-	50.0	85.0	40.0	175.0	34,375
Subtotal: Public Outreach Consulting Fee									\$ 34,375
Estimated Travel Costs and Expenses for up to (1) In-Person Community Workshop (not to exceed) ²									5,500
Estimated Travel Costs and Expenses for (1) In-Person Meetings for City Council Meeting (not to exceed) ²									1,000
GRAND TOTAL	30.0	80.0	174.0	16.0	54.0	91.0	44.0	489.0	\$ 99,915
Additional Optional In Person Visits									
Additional Costs for Optional Site Visits and Presentations									
Labor Cost Per Visit/Presentation (NBS PM)									\$ 2,000
Travel Expenses per Meeting (not to exceed)									1,000
Total: Per Optional Visit/Presentation									\$ 3,000
Administration Optional Services									
One Time Set Up Fee - Water									\$ 12,500
Annual Administration Services - Water Tax Roll Billing									16,500
Reimbursable Expenses (not including one-time mailing of notices ³)									1,000
Grand Total Administration Optional Services									\$ 30,000

1. If time is required for municipal advisor services (Sara Mares), senior review hours would be utilized.

2. Travel-related cost and direct reimbursable expenses; all other expenses are included in labor rates. This will be zero if all meetings are attended virtually.

3. Printing and postage costs for mailing any notices will be billed at cost with no mark-up.

Additional services requested, such as additional public meetings or additional rate or fee alternatives, can be provided based on the hourly labor rates included in the table above. All tasks would be mutually agreed upon by NBS and the City prior to proceeding.

Overall Multiplier Rate: 3.08

HOURLY RATES

We applied the following hourly rates to derive the overall pricing for the requested scope of services. Our hourly rates are inclusive of all costs associated with professional time, such as travel, document production, and incidentals. The following rates will apply for the duration of our contract:

Title	Hourly Rate
Director / Senior Review	\$250
Associate Director / Engineer	\$225
Senior Consultant	\$200
Consultant	\$175
Senior Project Analyst	\$165
Project Analyst	\$150
Project Resource Analyst	\$130
Clerical / Support	\$110

TERMS

Services will be invoiced monthly. If engaged, optional Administration services will be invoiced at the beginning of each quarter. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days, simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel consulting contract with 30 days' written notice.

City Council Staff Report

January 28, 2025



From: Jason Hedden, Police Chief
Prepared by: Amanda Fortado, Support Operations Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Accepting an allocation of funds to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$80,000, and appropriating said funds into account number 266-20-255-352.35720 "OTS Step Grant" and accounts 266-20-255-352.41100_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$64,328, 266-20-255-352.47095_018 "Training Step Grant #PT25083" in the amount of \$1,967, and 266-20-255-352.44001_044 "Supplies STEP Grant #PT25083" in the amount of \$13,705, in Fund 266 "Police Grants" Program 352 "OTS Step Grant"

2. DISCUSSION OF ISSUE:

The Turlock Police Department has been awarded a grant under the Selective Traffic Enforcement Program (STEP). The grant was approved in the amount not to exceed \$80,000. The grant period began October 1, 2024 and ends September 30, 2025.

As specified in the grant application, the enforcement and education programs will specifically target the reduction of persons killed or injured in alcohol and/or primary collision factor related collisions. This will be accomplished through impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, street racing and sideshow enforcement operations, and special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These details will be conducted with funds obtained through this grant.

3. BASIS OF RECOMMENDATION:

Staff sought funding under the OTS/STEP to reduce the number of people injured and killed as a result of alcohol and/or primary collision factor related collisions. The grant will provide for overtime costs, including benefits, for officers assigned to assist in the operations, as well as training and supplies.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The costs incurred in carrying out the grant objectives (overtime pay and associated benefits, training, equipment and supplies) are reimbursable under the grant. The receipt of this grant was not anticipated when the 2023-2024 fiscal year budget was prepared. Therefore, at this time, staff is also requesting the approval to appropriate the grant funds to the following revenue and expenditure accounts in Fund 266 "Police Grants" Program 352 "OTS Step Grant."

266-20-255-352.35720 – OTS Step Grant Revenue - \$80,000
266-20-255-352.41100_013 – Overtime - 64,328

266-20-255-352.47095_017 – Training = \$1,967
266-20-255-352.44001_043 – Supplies = \$13,705

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

Council could decline this grant, however, staff does not recommend this, as the grant will cover the cost of overtime, including benefits, as well as training and supplies, with no cost to the City.

9. ATTACHMENTS:

1. OTS STEP Grant - Draft Resolution
2. Grant Agreement - PT25083 - signed

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ACCEPTING AN }
ALLOCATION OF FUNDS TO }
ADMINISTER THE SELECTIVE TRAFFIC }
ENFORCEMENT PROGRAM GRANT THROUGH }
THE CALIFORNIA OFFICE OF TRAFFIC SAFETY }
IN AN AMOUNT NOT TO EXCEED \$80,000, }
AND APPROPRIATING SAID FUNDS INTO }
ACCOUNT NUMBER 266-20-255-352.35720 "OTS }
STEP GRANT" AND ACCOUNTS }
266-20-255-352.41100_013 "OVERTIME OTS }
STEP GRANT" WITH ASSOCIATED BENEFIT }
ACCOUNTS FOR OVERTIME IN THE AMOUNT }
OF \$64,328, 266-20-255-352.47095_017 }
"TRAINING STEP GRANT #PT25083" IN THE }
AMOUNT OF \$1,967, AND }
266-20-255-352.44001_043 "SUPPLIES STEP }
GRANT #PT25083" IN THE AMOUNT OF \$13,705, }
IN FUND 266 "POLICE GRANTS" PROGRAM }
352 "OTS STEP GRANT" }**

RESOLUTION NO. 2025-

WHEREAS, the Turlock Police Department has been awarded a grant from the California Office of Traffic Safety under the Selective Traffic Enforcement Program (STEP); and

WHEREAS, the grant period begins October 1, 2024, and ends on September 30, 2025 in an approved amount of \$80,000; and

WHEREAS, the Police Department and City Engineering continue to make strides to improve safety through design, a component of safety is enforcement of those safety regulations; and

WHEREAS, as specified in the grant application, the enforcement and education programs will specifically target the reduction of persons killed or injured in alcohol, and/or primary collision factor related collisions; and

WHEREAS, this will be accomplished through impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, street racing and sideshow enforcement operations, and special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs; and

WHEREAS, these details will be conducted with funds obtained through this grant; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of

Turlock does hereby accept an allocation of funds to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$80,000, and appropriating said funds into account number 266-20-255-352.35720 "OTS Step Grant" and accounts 266-20-255-352.41100_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$64,328, 266-20-255-352.47095_018 "Training Step Grant #PT25083" in the amount of \$1,967, and 266-20-255-352.44001_044 "Supplies STEP Grant #PT25083" in the amount of \$13,705, in Fund 266 "Police Grants" Program 352 "OTS Step Grant"

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

—

Nichole Fiez, City Clerk,
City of Turlock, County of
Stanislaus, State of California

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Turlock	3. Grant Period From: 10/01/2024 To: 09/30/2025
4. AGENCY UNIT TO ADMINISTER GRANT Turlock Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$80,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Steve Rodrigues TITLE: Captain EMAIL: srodrigues@turlock.ca.us PHONE: (209) 656-3154 ADDRESS: 244 North Broadway Turlock, CA 95380  _____ (Signature) Nov 12, 2024 _____ (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Jason Hedden Police Chief jhedden@turlock.ca.us (209) 664-5550 x6601 244 N. Broadway Turlock, CA 95380  _____ (Signature) Nov 13, 2024 _____ (Date)
C. FISCAL OFFICIAL ADDRESS: Nadine Silva Senior Accountant nsilva@turlock.ca.us (209) 668-6070 244 N. Broadway Turlock, CA 95380  _____ (Signature) Nov 12, 2024 _____ (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  _____ (Signature) Nov 13, 2024 _____ (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: JDYXAB12QLG1 REGISTERED ADDRESS: 156 S Broadway CITY: Turlock ZIP+4: 95380-5454
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-25.1	20.600	0521-0890-101	2023	12/23	BA/23	\$6,459.00
164AL-25.1	20.608	0521-0890-101	2023	12/23	BA/23	\$10,765.00
402PT-25	20.600	0521-0890-101	2024	22/24	BA/24	\$23,541.00
164AL-25	20.608	0521-0890-101	2024	22/24	BA/24	\$39,235.00
				AGREEMENT TOTAL		\$80,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$80,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
OTS ACCOUNTING OFFICER'S SIGNATURE  Carolyn Vu (Nov 13, 2024 08:27 PST)			DATE SIGNED Nov 13, 2024		TOTAL AMOUNT ENCUMBERED TO DATE \$80,000.00	

1. PROBLEM STATEMENT

Over the past several years, the Turlock Police Department has conducted numerous OTS operations in attempts to reduce vehicle crashes. In 2023 there were 341 injury crashes with 504 victims, which is a slight increase from 330 injury crashes with 470 victims in 2022. This indicates a concerning trend that needs to be addressed to ensure the safety of the city's residents and visitors. In 2023 there were 6 fatal crashes with 6 fatalities, which is a slight decrease from the 7 fatal crashes with 7 fatalities in 2022. It is important to note that there have been improvements in pedestrian safety efforts. The data shows a decrease in injury crashes involving pedestrians from 24 in 2022 to 22 in 2023. Additionally, there has been a significant decrease in pedestrian fatal crashes from five in 2022 to two in 2023. These positive changes highlight the importance of continuing and expanding pedestrian safety efforts in Turlock.

The top three primary crash factors for the city of Turlock are running a red light, speeding, and unsafe lane changes. In 2023, there was 1 fatal crash with 1 fatality where running a red light was identified as the primary crash factor. There were also 60 injury crashes with 96 injury victims where running a red light was identified as the primary crash factor. . In 2023, there was 1 fatal crash with 1 fatality where speeding was identified as the primary crash factor. There were also 56 injury crash with 80 injury victims where speeding was identified as the primary crash factor. In 2023, there was 1 fatal crash with 1 fatality where unsafe lane changes was identified as the primary crash factor. There were also 33 injury crashes with 45 injury victims where unsafe lane changes was identified as the primary crash factor.

The target population that the grant intends to serve is the residents and visitors of Turlock. They are directly affected by the problem of increasing injury crashes. These crashes not only cause physical harm to individuals but also have the potential to disrupt their daily lives, lead to emotional distress, and burden them with medical expenses. Additionally, pedestrians are at an increased risk when navigating the city's streets, and the grant aims to implement measures to ensure their safety and prevent fatalities. By addressing the problem of increasing injury crashes and focusing on primary crash factors, the grant will have a direct and positive impact on the residents and visitors of Turlock, ultimately creating a safer and more secure community. This ongoing effort to reduce injury crashes, as well as the continued work to decrease fatal and vehicle vs pedestrian crashes, Turlock Police Department, together with the partnership of OTS can continue to work toward these endeavors. The assistance of OTS allows the Department to conduct directed enforcement details that focus on the issues such as primary crash factors and driver, passenger, pedestrian safety.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.

18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	23
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	10
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	3
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
13. Participate in highly visible collaborative Traffic Enforcement operations.	4
14. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
15. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements:

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the

OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT	
402PT-25	20.600	State and Community Highway Safety	\$30,000.00	
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$50,000.00	
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-25	\$4,800.00	2	\$9,600.00
DUI Saturation Patrols	164AL-25	\$1,200.00	23	\$27,600.00
Benefits 164AL @ 11.68%	164AL-25	\$37,200.00	1	\$4,345.00
Traffic Enforcement	402PT-25	\$800.00	10	\$8,000.00
Distracted Driving	402PT-25	\$760.00	3	\$2,280.00
Motorcycle Safety	402PT-25	\$760.00	3	\$2,280.00
Pedestrian and Bicycle Enforcement	402PT-25	\$760.00	3	\$2,280.00
Collaborative Traffic Enforcement	402PT-25	\$800.00	4	\$3,200.00
Street Racing and Sideshow Enforcement Operations	402PT-25	\$800.00	2	\$1,600.00
Traffic Safety Educational Presentations	402PT-25	\$380.00	2	\$760.00
Benefits 402PT @ 11.68%	402PT-25	\$20,400.00	1	\$2,383.00
Category Sub-Total				\$64,328.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	\$1,967.00	1	\$1,967.00
				\$0.00
Category Sub-Total				\$1,967.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	\$4,455.00	1	\$4,455.00
Radar Device	402PT-25	\$1,750.00	3	\$5,250.00
Vehicle Wrap	164AL-25	\$4,000.00	1	\$4,000.00
Category Sub-Total				\$13,705.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL			\$80,000.00	

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits 164AL @ 11.68% - Workers Comp = 4.476%

Liability = 5.749%

Medicare = 1.45%

TOTAL: 11.675%

Claimed amounts must reflect actual benefits costs for overtime hours charged to the grant.

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.

Benefits 402PT @ 11.68% - Workers Comp = 4.476%

Liability = 5.749%

Medicare = 1.45%

TOTAL: 11.675%

Claimed amounts must reflect actual benefits costs for overtime hours charged to the grant.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers in Long Beach and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

Radar Device - To measure the speed of motor vehicles. This device will be used for speed enforcement.
Vehicle Wrap - Signage applied to a vehicle turning it into a mobile billboard. The wrap must include a traffic safety message and include the OTS logo. Draft graphics must be submitted to OTS for prior approval. OTS will not pay for paid media space under this line item.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under. Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

11/8/2024 7:35:20 AM

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to all subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— **PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT25083
Agency Name:	Turlock Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$80,000.00
Authorizing Official:	Jason Hedden
Fiscal Official:	Nadine Silva
Grant Director:	Steve Rodrigues

CURRENT GEMS USER(S)

1. Michael Lenhardt

Title: Principal Accountant

Phone: (209) 668-6026

Email: mlenhardt@turlock.ca.us

Media Contact: No

2. Stephanie Mora

Title: Accountant III

Phone: (209) 669-2816

Email: smora@turlock.ca.us

Media Contact: No

3. Jason Watson

Title: Sergeant

Phone: (209) 668-6557

Email: jwatson@turlock.ca.us

Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
Form completed by: <u>Jason Watson</u> Date: Nov 12, 2024 Jason Watson (Nov 12, 2024 11:22 PST)	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access. <u>Steve Rodriguez</u> Steve Rodriguez Steve Rodriguez (Nov 12, 2024 14:31 PST)	
Signature	Name
Nov 12, 2024	Grant Director
Date	Title

Grant Agreement - PT25083

Final Audit Report

2024-11-14

Created:	2024-11-08
By:	Mikaela Knowles (Mikaela.Knowles@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdOkHBC0_I1_WcSEUIzns07ExpKHTMOAA

"Grant Agreement - PT25083" History

-  Document created by Mikaela Knowles (Mikaela.Knowles@ots.ca.gov)
2024-11-08 - 3:35:37 PM GMT
-  Document emailed to jwatson@turlock.ca.us for signature
2024-11-08 - 3:35:46 PM GMT
-  Email viewed by jwatson@turlock.ca.us
2024-11-10 - 9:43:02 PM GMT
-  Email viewed by jwatson@turlock.ca.us
2024-11-12 - 5:34:05 PM GMT
-  Signer jwatson@turlock.ca.us entered name at signing as Jason Watson
2024-11-12 - 7:22:13 PM GMT
-  Document e-signed by Jason Watson (jwatson@turlock.ca.us)
Signature Date: 2024-11-12 - 7:22:15 PM GMT - Time Source: server
-  Document emailed to srodrigues@turlock.ca.us for signature
2024-11-12 - 7:22:17 PM GMT
-  Email viewed by srodrigues@turlock.ca.us
2024-11-12 - 10:30:57 PM GMT
-  Signer srodrigues@turlock.ca.us entered name at signing as Steve Rodrigues
2024-11-12 - 10:31:29 PM GMT
-  Document e-signed by Steve Rodrigues (srodrigues@turlock.ca.us)
Signature Date: 2024-11-12 - 10:31:31 PM GMT - Time Source: server
-  Document emailed to nsilva@turlock.ca.us for signature
2024-11-12 - 10:31:33 PM GMT

 Email viewed by nsilva@turlock.ca.us

2024-11-13 - 0:12:41 AM GMT

 Signer nsilva@turlock.ca.us entered name at signing as Nadine Silva

2024-11-13 - 0:13:02 AM GMT

 Document e-signed by Nadine Silva (nsilva@turlock.ca.us)

Signature Date: 2024-11-13 - 0:13:04 AM GMT - Time Source: server

 Document emailed to jhedden@turlock.ca.us for signature

2024-11-13 - 0:13:06 AM GMT

 Email viewed by jhedden@turlock.ca.us

2024-11-13 - 4:23:13 PM GMT

 Signer jhedden@turlock.ca.us entered name at signing as Jason Hedden

2024-11-13 - 4:24:49 PM GMT

 Document e-signed by Jason Hedden (jhedden@turlock.ca.us)

Signature Date: 2024-11-13 - 4:24:51 PM GMT - Time Source: server

 Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature

2024-11-13 - 4:24:54 PM GMT

 Email viewed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)

2024-11-13 - 4:26:57 PM GMT

 Document e-signed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)

Signature Date: 2024-11-13 - 4:27:03 PM GMT - Time Source: server

 Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature

2024-11-13 - 4:27:06 PM GMT

 Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)

2024-11-14 - 0:08:24 AM GMT

 Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)

Signature Date: 2024-11-14 - 0:08:33 AM GMT - Time Source: server

 Agreement completed.

2024-11-14 - 0:08:33 AM GMT