

City Council Meeting Agenda



September 9, 2025

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members
Kevin Bixel
Cassandra Abram

Erika Phillips
Rebecka Monez
(Vice Mayor)

Interim City Manager
Sue Borrego
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 Council.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, September 9, 2025**

Next City Council Resolution: 2025-174

Next Ordinance: 1334-CS

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

- A. Presentation: Turlock Police Department Animal Services - Adoptable Pets

6. PUBLIC PARTICIPATION

Pursuant to California Government Code Section 54954.3(a), this portion of the meeting is set aside for members of the public to address the City Council on matters that are not listed on tonight's agenda but are within the subject matter jurisdiction of the City Council. Speakers will be allowed up to three (3) minutes for their comments. Speakers who wish to address a matter listed later on the agenda may be asked to wait until that item is heard. Comments on matters outside the Council's subject matter jurisdiction may be ruled out of order by the presiding officer and not permitted to continue. Pursuant to Government Code Section 54954.2(a)(3), the City Council may not take action or engage in substantive discussion on items not listed on the posted agenda. However, the Council or staff may briefly respond to public comments, refer matters to staff, or request that a topic be placed on a future agenda.

7. CITY MANAGER REPORTS/UPDATES

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

- A. Monthly Department Reports

8. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one motion with no separate discussion. Any item may be removed from the Consent Calendar and considered separately at the request of the Mayor or any Councilmember. Prior to Council action, members of the public may address the Council on the Consent Calendar. If during their Consent Calendar comments, a member of the public requests removal of an item for separate consideration, the Mayor or a Councilmember may do so. Public comment on the Consent Calendar is limited to one (1) minute per speaker, regardless of the number of items addressed by the speaker.

- A. Accepting the Weekly demands of August 15, 2025 through August 28, 2025 in the amount of \$9,907,074.33 and EFT Payments for the month of June 2025 in the amount of \$202,852.43
- B. Accepting the Minutes of the August 26, 2025 Regular City Council Meeting
- C. Waiving Reading of Title and Text of All Ordinances Included in the Agenda
- D. Awarding bid and approving an agreement with Barth Roofing Company, Inc for Water Quality Control Admin Building Reroof in the amount of \$287,800.00 (Municipal Services)
- E. Awarding bid and approving an agreement with Champion Industrial Contractors, Inc. for Raw Sewage Pump Station #1 AC Replacement in the amount of \$29,325.00 (Municipal Services)
- F. Approving the purchase of five Ford Police Interceptor Utility Vehicles from Downtown Ford

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, September 9, 2025**

Next City Council Resolution: 2025-174

Next Ordinance: 1334-CS

for a total amount not to exceed \$319,381.16 (Municipal Services)

- G. Approving the purchase of four Agricultural Mower Tractors from Garton Tractor for a total amount not to exceed \$161,794.92 (Municipal Services)
- H. Approving the purchase of two Ford F-250 trucks, to replace the existing trucks for the Electrical Division, from Rush Truck Centers of California for a total amount not to exceed \$139,992.94 and appropriating funds for the same (Municipal Services)
- I. Approving the purchase of one Ford F-250 truck, to replace the existing vehicle for the Police Department Animal Control Division, from Rush Truck Center Ceres for a total amount not to exceed \$113,745.97 (Municipal Services)
- J. Approving an agreement with Jim Brisco Enterprises, Inc. for the Reuse and Disposal of Biosolids for a period of three years not-to-exceed \$750,000 (Municipal Services)
- K. Approving the purchase of one 25-yard rear loader packer truck from Haaker Refuse for a total amount not to exceed \$361,812.50 (Municipal Services)
- L. Approving the project list for submission to StanCOG for federal transportation grants for fiscal year 2027-2030, with the City providing its share of funding if projects are awarded (Municipal Services)

9. FINAL READINGS

10. PUBLIC HEARINGS

- A. Approving the Fiscal Year 2024-2025 Consolidated Annual Performance and Evaluation Report and authorizing submission to the United States Department of Housing and Urban Development (Housing)

11. ACTION ITEMS

- A. Awarding bid and approving an agreement with Pacific Polymers Inc. for Senior Center Roof & HVAC Replacement in the amount of \$272,000.00 (Municipal Services)
- B. Rejecting all bids submitted for the project renovations at the Senior Center and Marty Yerby Recreational Facility (Municipal Services)

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

13. CLOSED SESSION

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

MUNICIPAL SERVICES

ENGINEERING ◦ FLEET ◦ MAINTENANCE ◦ RECREATION
REGULATORY AFFAIRS ◦ ROADS PROGRAM ◦ SRWA
TRANSIT ◦ UTILITIES ◦ WATER QUALITY CONTROL



CITY MANAGER'S MONTHLY REPORT *September 9, 2025*



LEADERGOV

LEADERSHIP STYLES

The Municipal Services Department continued incorporating LeaderGov principles into our leadership meetings, with management staff focusing on strategies from the How to Become an Engaged Team workbook. Discussions centered on practical ways to strengthen engagement, including building trust and camaraderie through intentional conversations, clearly communicating goals and major activities, addressing roadblocks and opportunities for improvement, and fostering shared learning. Managers emphasized that regularly practicing these habits—such as celebrating small wins, surfacing potential obstacles, and creating space for growth—can enhance teamwork, communication, and overall performance. The group agreed that sustained attention to these engagement practices is key to cultivating a stronger, more connected department.



**Congratulations to the following Municipal Services Department
staff who were hired or promoted this month!**

1. William Richards – Assistant Municipal Services Director
2. Anthony Valenzuela – Fleet Maintenance Mechanic I
3. Jonathan Vargas – Part Time Employee (Sewer Collection)
4. Rafael Velarde – Part Time Employee (Fleet)
5. Ava Weatherbee – Recreation Worker
6. Jeanette White – Lab & Environmental Superintendent

FLEET

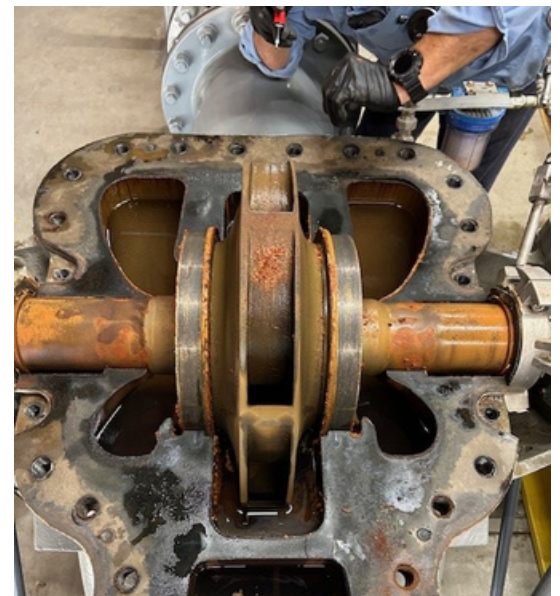
Fleet staff closed more than 250 work orders in August, underscoring progress on clearing backlogged jobs while still keeping pace with new service needs. Recent work included preparing new trucks for service, advancing specialized vehicle builds for Police, and completing a range of priority projects across multiple departments. The team also supported emergency response vehicles, handled recall repairs, and made progress on long-standing transit equipment issues.

Looking ahead, staff are finalizing a variety of vehicle and equipment acquisitions. Quotes are also being prepared for additional FY 2025-26 needs, while the Motor Pool reservation module nears completion. This system will streamline vehicle sharing and help maximize utilization across divisions. Budget reviews and equipment trials remain ongoing to support long-term planning.

Safety continues to be emphasized through training on personal protective equipment, vehicle lifting, fire extinguisher use, and defensive driving. Staff were reminded to take extra care in school zones, parking lots, and the corp yard to ensure both safety and accident prevention.

WATER QUALITY CONTROL (WQC)

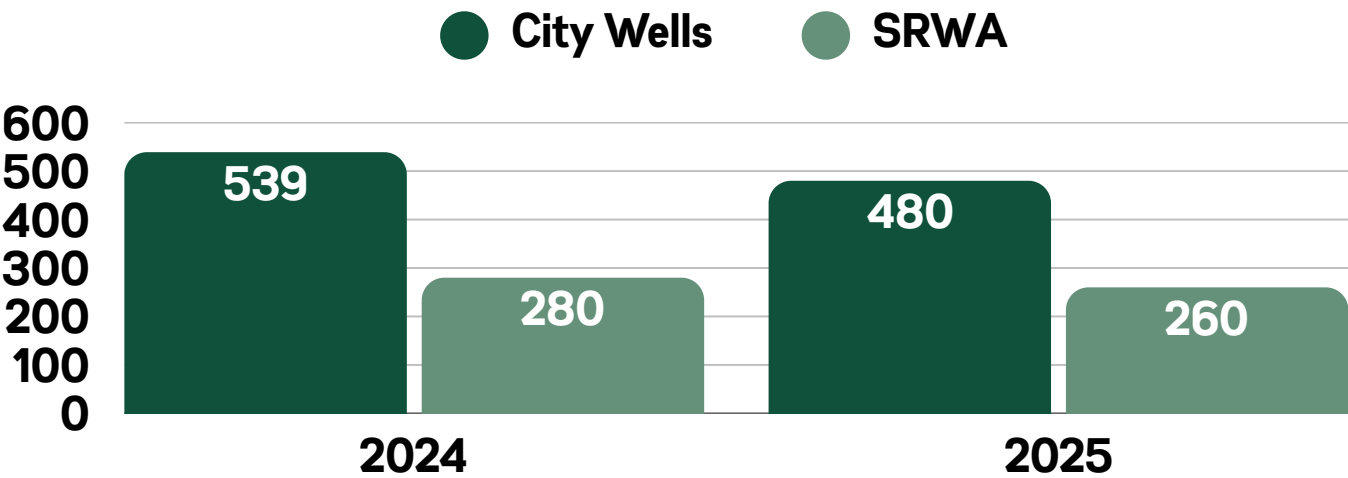
The Water Quality Control Division advanced maintenance and operations this month with repairs to Bio Tower #1, Flotator #1, and variable frequency drives at the Harding Drain Pump Station, along with startup of a rebuilt aeration blower. Crews also completed pump and probe maintenance at lift stations and wells, while biosolids sampling continued to meet regulatory requirements.



Operations emphasized drying bed management with Digester 4 back in service, and annual service was completed on autosamplers and analyzers. Major projects remain in progress, including Secondary Clarifier 4 coating, Chemical Upgrade and SCADA replacement, Flotator rehabilitation, and Recycled Water Treatment Plant improvements. Upcoming priorities include further drying bed removal, installation of ferric chloride and polymer systems, and completion of monthly eSMRs.

STANISLAUS REGIONAL WATER AUTHORITY (SRWA)

SRWA WATER PRODUCTION VS WELL WATER PRODUCTION, IN MILLIONS OF GALLONS, IN JULY*



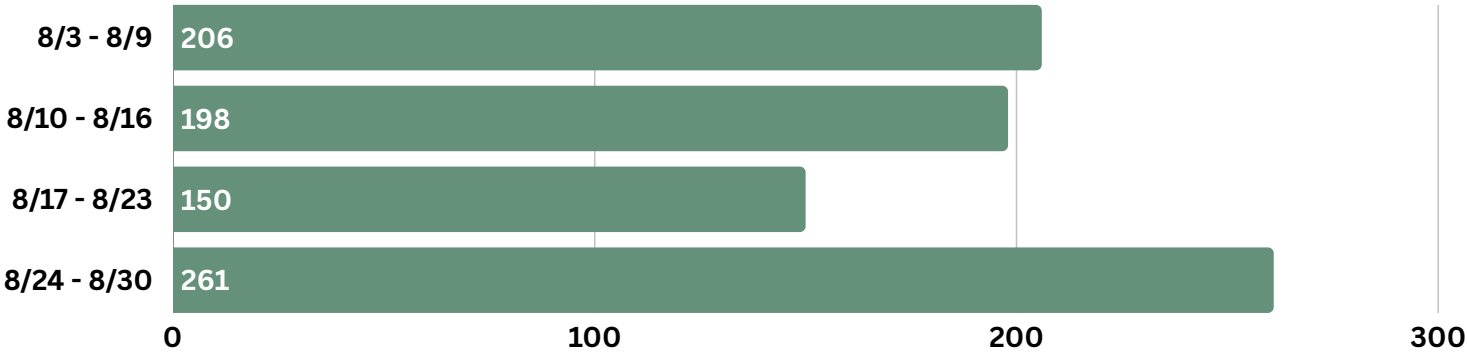
WATER PRODUCTION	
July 2025*	
All water delivered to City of Ceres and City of Turlock met or exceeded water quality requirements as mandated by the State of California.	
CITY OF CERES	155 Million gallons of water was delivered
CITY OF TURLOCK	260 Million gallons of water was delivered
ZERO POSTIVE SYSTEM BACTI SAMPLES	

*Statistics are reported one month later to align with the City Council posting schedule.

MAINTENANCE

Throughout August, staff advanced maintenance schedules and supported community needs despite short staffing and ongoing irrigation challenges. Streets crews repaired 815 potholes, completed overlays, pruned trees, sprayed weeds, and replaced signs, including new crosswalks at Hamilton/Main and Denair/Main to improve safety. Parks staff mowed citywide, repaired irrigation, installed new equipment, prepared Columbia Park for National Night Out, and continued playground safety improvements.

POTHoles FILLED IN AUGUST



Sports Complex crews addressed mainline breaks at Pedretti fields while preparing soccer fields for tournaments. Buildings and Facilities handled irrigation, AC maintenance, door repairs, and graffiti removal. Assessment District crews mowed basins and the Paseos, pruned bike paths, replaced sprinklers and solenoids, and managed pest control. Staff also participated in safety trainings on pesticide use, traffic control, and housekeeping, and tested out a fully electric compact sweeper. Despite challenges, teams maintained strong collaboration, keeping City facilities, parks, and streets safe, clean, and ready for public use.

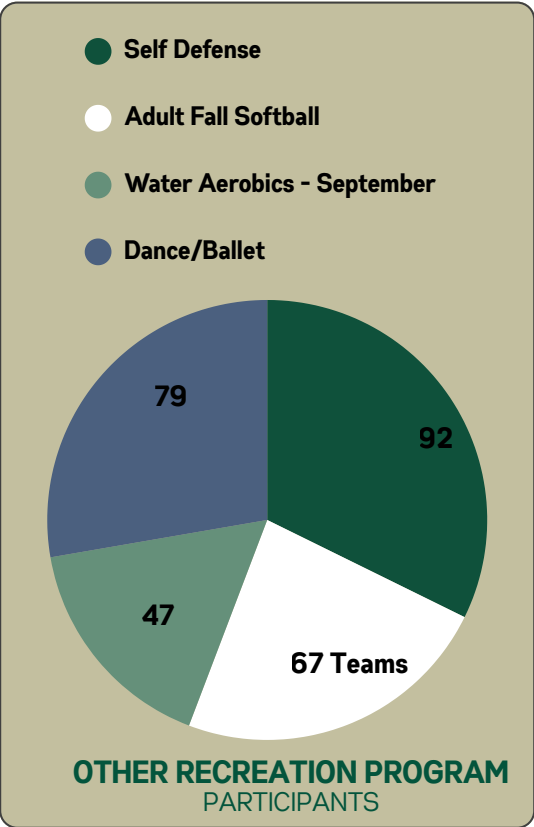
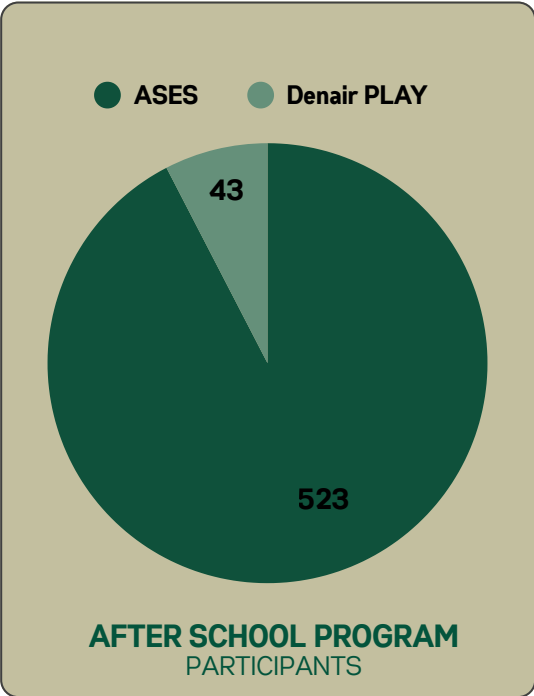


RECREATION

In August, Recreation began to close out a successful Summer season and transition into Fall programming with strong momentum. Major highlights included hosting National Night Out at Columbia Park, which drew hundreds of residents for food, games, bounce houses, crafts, vendors, and free swim at Columbia Pool. Staff also supported Family Fun Night at the Turlock Regional Sports Complex, providing games, activities, and food vendors for the community.

Scholarship opportunities expanded access for families, with more than \$12,000 awarded through CDBG funding and City donations to support swim lessons, camps, self-defense, Lego robotics, and other programs. Recreation staff also hosted a BOOST-facilitated training for ASES site staff in preparation for the school year.

Fall programs are now underway with adult softball, dance, self-defense, water aerobics, and Lego robotics. The ASES and Denair PLAY programs also began with the start of the school year, serving students at seven total locations. National Senior Center Month will highlight activities and partnerships with the Turlock Senior Citizens Group, while social media continues to promote upcoming events such as the Turkey Trot and invite community input on the 2026 Christmas Parade theme.



SCAN HERE FOR MORE INFORMATION ON RECREATION PROGRAMS!

OPEN REGISTRATION:
SELF DEFENSE (FALL)
LEGO ROBOTICS (FALL)
DENAIR PLAY 2025/2026
ASES 2025/2026
FIRST FLIGHT: INTRO TO DISC GOLF
WATER AEROBICS - SEPTEMBER
TURKEY TROT 2025



ROADS PROGRAM

August was another productive month for the Roads Program, with continued progress on projects across multiple neighborhoods. Crews completed resurfacing on Sconyers Court, Stuart Place, Ashley Court, Hammond Drive, Jackson Court, Wallace Road, and other streets, while grinding, grading, and dust control operations were carried out on North Johnson Road.



UTILITIES

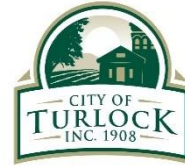
The Utilities Division managed a heavy workload in August, balancing daily service requests, emergency repairs, and major infrastructure projects. Crews supported development through plan reviews and coordination, marked utility locations for safe excavation, and carried out a wide range of water and sewer operations, including flushing, inspections, and delinquent account processing.

Field crews advanced several major efforts, including storm line repair, water service leak response, sewer system upgrades, hydrant improvements, and site restorations tied to road work. Staff also worked with outside partners to address water quality issues and plan additional flushing.

Progress continued on the City's Risk & Resilience and Emergency Response Plan, hazardous materials reviews at well and tank sites, and other projects. Looking ahead, priorities include further storm line and hydrant work, sewer repairs linked to street projects, and ongoing staff training and certification to build capacity across the division.

Finance Department Monthly Report

September 9, 2025



From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

Agendized by: Susan E. Borrego, Interim City Manager

Staffing – The Finance Department is currently in the process of filling the following positions:

Utility Billing: 1 - Account Clerk II
Accounting: 1 – Accountant II

Procurement Policy – Currently under final review with Finance staff and consultant.

Measure A Committee – The next scheduled Measure A meeting is October 15, 2025 where the annual report will be presented to the Committee.

Contracts Executed by City Manager – Please see table below for the executed contracts within the month of August 2025.

Utility Billing Division Report – Please see attached memorandum.

LEADERGOV Activities:

- Staff did a survey on how open they believe others are to change. The results were discussed during our monthly staff meeting.



Projects:

User Fee Study – Consultant is current reviewing all financial information.

Impact Fee Study – Pending completion of infrastructure master plan updates.

Enterprise and Internal Service Funds Reserve Policies – Both drafts are completed and will be presented to City Council for approval on October 14, 2025.

Interim City Manager Approved Contracts Up To \$25,000					
Contract Number	Vendor Name	Description	Compensation Amount Not to Exceed	Effective Date	Department
August					
2026-24	Fama Technologies Inc	Fama Technologies	\$ 25,000.00	7/7/25	Police
2025-165	Stoel Rives LLP	On-call Legal Services	\$ 25,000.00	4/1/25	Municipal Services
2026-25	Government Consulting Partners, Inc.	2 CFR Part 200 Cost Allocation Plan & Eng Indirect Cost Rate	\$ 15,500.00	7/1/2025	Finance
2026-41	Turlock Youth Soccer Assn	TYSA Facility use at TRSC	-	8/10/25	Municipal Services- Recreation



Angelica Gonsalves
FINANCIAL CUSTOMER SERVICE SUPERVISOR
agonsalves@turlock.ca.us

FINANCE DEPARTMENT
UTILITY BILLING

156 S. BROADWAY, SUITE 114 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5570 | FAX 209-668-5565

DATE: September 3, 2025
TO: Isaac Moreno
FROM: Angelica Gonsalves
SUBJECT: August 2025 Department updates

For the month of August 2025:

Finance processed a total of 1,820 receipt payments in the office by walk in customers, 1,731 by mailed/drop box, and took 652 phone payments. The department answered 2,448 calls during the month of August. Processed 147 utility move-in's, and 123 move-out and exception bills. Payment agreements: 105 current and 48 past due payment agreements.

Utility billing processed and mailed 20,296 utility bills and issued 2,572 penalties. Delinquent notices were mailed to 680 customers. 279 account were terminated on August 26, 2025 and 94 remained off at the end of the day.

The department went live with the new payment platform online and interactive voice response (IVR) for utility customers on 7/16/25. In August we had 1,380 customers made payments on the new IVR, 3,171 customers paid through the new portal, and 1,015 set up for autopay. We have a total of 5,253 registered users on the new portal from 7/16/25 thru 8/31/25. 245 users have signed up for paperless billing.

Business license processed 58 new applications and closed 31 business licenses. 1,006 licenses were renewed and 0 delinquent notices were mailed out to lapsed business licenses. The City of Turlock currently has 6,922 active licenses.

Career Opportunities

We are Hiring!



Career Opportunities

JOB TITLE	SALARY	DEADLINE
Accountant II	\$6,332.00 - \$7,697.00 Monthly	Continuous
Community Service Officer I/II	\$4,799.00 - \$5,974.00 Monthly	8/27/2025 5 PM
Emergency Services Dispatcher I/II	\$5,993.00 - \$7,469.00 Monthly	Continuous
Plans Examiner, Senior	\$8,245.00 - \$10,021.00 Monthly	Continuous
Police Officer I/II 	\$6,558.00-\$9,229.00 Monthly	Continuous
Police Officer Trainee 	\$4,454.00-\$5,416.00 Monthly	Continuous
Water Treatment Plant Operator, Senior 	\$7,258.00 - \$8,822.00 Monthly	Continuous

*As of 08/27/2025

For more information, please visit www.cityofturlock.org

New Hires



Fleet Maintenance
Mechanic I



Assistant Municipal
Services Director



Community Services
Officer I



Account Clerk I

Promotions

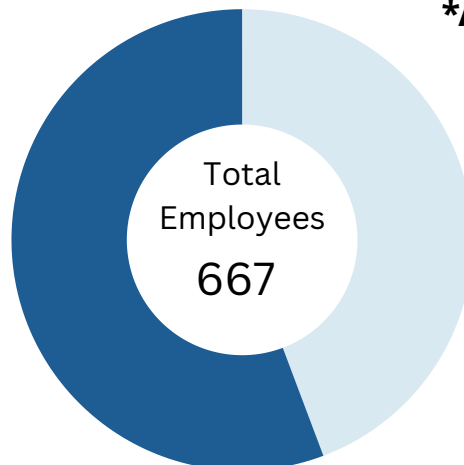


Police Detective

Staffing Data

*As of 08/27/2025

Full-Time Employees
396



Part-Time Employees
271

LeaderGov Program Update



Our Human Relations Department recently took part in the seventh session of the LeaderGov Teamwork Summit workshop series. This session, titled Accountability in Action, focused on creating a culture of ownership, setting clear expectations, and encouraging team members to hold one another responsible for shared success. Through interactive discussions and practical strategies, the session showed how accountability builds trust, strengthens collaboration, and drives performance.

Building on the progress of earlier sessions, including Empowerment through Delegation, we are continuing our commitment to leadership growth by emphasizing how accountability supports both individual and team success. This initiative reflects our dedication to building a workplace where every team member feels empowered, engaged, and committed to excellence.

Upcoming Events



CSU Stanislaus Career Fair
Wednesday, October 8, 2025



UC Merced Career Fair
Thursday, September 25, 2025



JOB FAIR

Apply Now



EDD 



**Wednesday
November 5, 2025**

🕒 10 A.M. - 2 P.M.

📍 New Life Christian Center
2918 W. Tuolumne Rd., Turlock, CA

Let us help you find a career!
50+ Employers

- Dress for success and bring your resume
- Meet and interview with employers
- Discover job opportunities
- Resume critique
- Training and career information
- And more!

The EDD, an equal opportunity employer/program, is a partner in this event. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made prior to the event by calling 1-209-576-6119. TTY users, please call the California Relay Service at 711.



**Central Valley
DOCTORS**
Health System
Emanuel Medical Center

HARVEST HEALTH FAIR

OCT 25
10 AM - 2 PM

EMANUEL MEDICAL CENTER
825 DELBON AVENUE
TURLOCK, CA 95382

FREE ENTRY

**TRICK OR TREAT
COSTUMES WELCOME**

**FOOD & DRINKS • BOUNCE HOUSES • HELICOPTER • AMBULANCE
CAR SEAT SAFETY • CPR • FIRST AID • FLU SHOT CLINIC & MORE!**

- ANXIETY & DEPRESSION SCREENING
- BLOOD PRESSURE SCREENING
- BODY MASS INDEX SCREENING
- NON-FASTING CHOLESTEROL SCREENING
- NON-FASTING GLUCOSE SCREENING
- VISION SCREENING
- HEALTH INFORMATION
- FUN ACTIVITIES

FOR MORE INFORMATION, CALL (209) 664-5000

City Council Staff Update

September 9th, 2025



From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director

Agendized by: Susan E. Borrego, Interim City Manager

Subject: Website, Audio/Video, GIS, Cybersecurity

For August 2025, the Information Technology (IT) Department has the following to report:

Website

The website design has been reviewed and approved. It has now moved into the development phase, where the colors, fonts, shapes, icons, and layout are written into HTML code to create an interactive and responsive website. IT Staff are also in the process of getting insurance requirements finalized to move forward with a proposal for a copywriter who will assist with updating written content and navigation.

Audio/Video – City Council Chambers and Emergency Operations Center

IT Staff are processing a received proposal for the video wall and audio/video conferencing system for the Emergency Operations Center (EOC). IT Staff have the proposal and contract template with legal for review and are also verifying the insurance requirements. IT Staff are also processing a troubleshooting proposal for the City Council Chamber systems following the same process.

ADA Self-Evaluation and Transition Plan Support with GIS

The City's Geographic Information Systems Coordinator worked with Risk Management on preparing data for the ADA Self-Evaluation and Transition Plan project with Matrix Design Group Inc.

Cybersecurity and Email Security Feature Implementations

IT staff are continuing to implement new cybersecurity and email security features. Multiple meetings with vendors were scheduled throughout the month to assist IT staff with implementing advanced security features and configurations.

Video Surveillance Camera Demonstrations

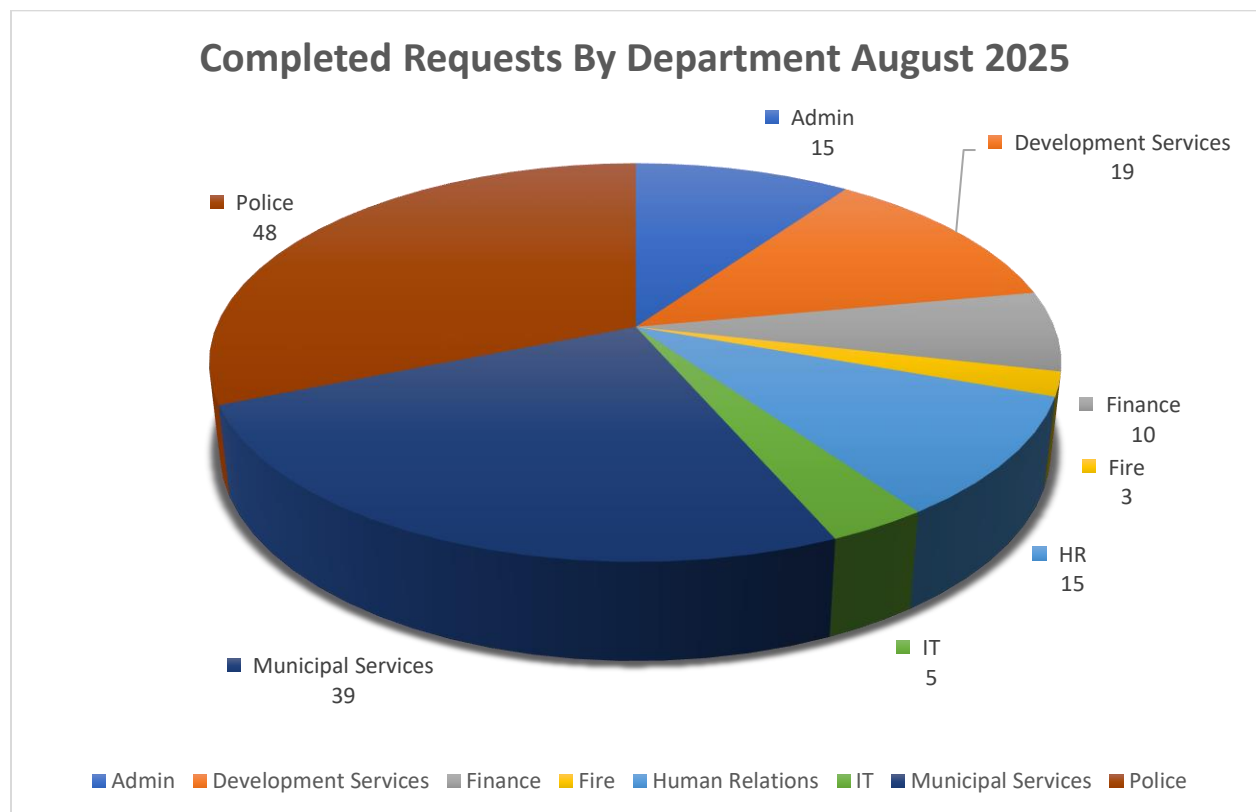
IT Staff have been working with multiple security camera vendors, assessing hardware and features for upgrades at City facilities. IT Staff will be aiding the Police Department in upgrading their camera hardware and video surveillance system as part of a facilities upgrade project.

Microsoft 365 Implementation

IT Staff are processing the proposal for migrating email mailboxes to Microsoft 365 with support from a professional services provider.

Completed IT Requests*

IT staff completed **154 requests** for service during July 2025.



*Resolved requests shown are estimated and do not include ad hoc phone and verbal requests or certain long-term projects.



CITY OF TURLOCK LEADERSHIP ACADEMY & TEAMWORK SUMMIT

IN PARTNERSHIP WITH

LEADERGOV



Leadergov Training and Topic of the Month:

Through the City of Turlock's partnership with Leadergov for professional learning and development, the IT Department reviewed a topic on Team Accountability. This topic covered multiple areas of accountability with the team, including clarity in expectations, changes that affect projects, and the courage to speak up and address commitments.

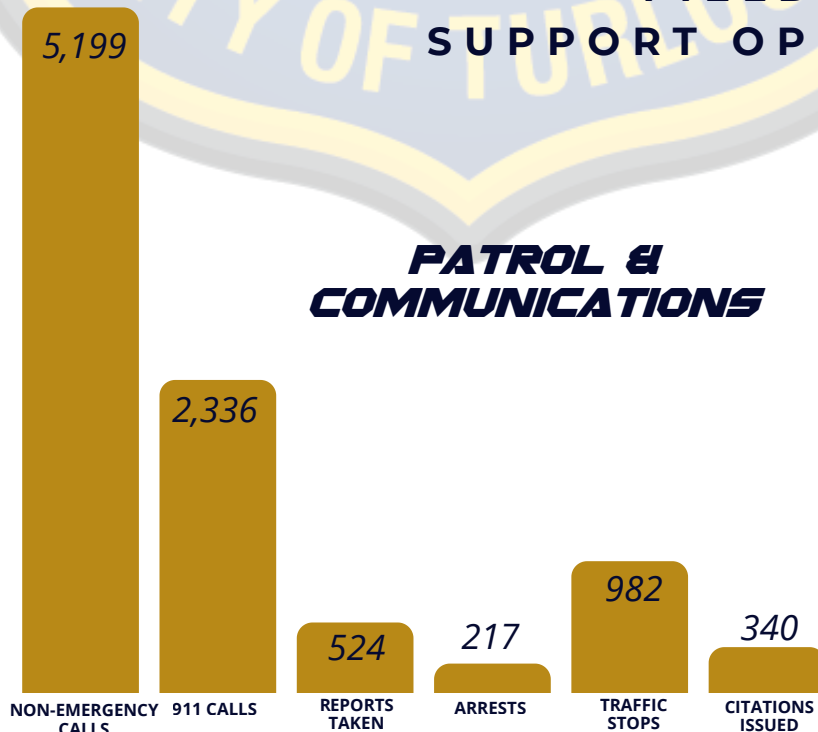
MONTHLY CITY MANAGER'S REPORT

AUGUST 2025

- On **August 1st**, Officer Bryan Tavares successfully passed his field training and became a solo officer! Congrats, Bryan!
- On **August 5th**, our team visited over 30 block parties across the city for the 2025 National Night Out! City officials and staff enjoyed connecting with our community.
- On **August 11th**, we celebrated two major milestones. Officer Nick Gutierrez was officially sworn in as a police officer and we also recognized Detective Ulrich for his well-deserved promotion to permanent detective. Congrats, Matt and Nick!
- **August 12th** marked back-to-school for many of our Turlock families. This school year, our School Resource Officer team is bigger than ever! We added a third SRO who will be the Turlock Junior High resource officer.
- On **August 20th**, Turlock PD went head on with Turlock Fire for the Battle of the Bags! Every grocery bag filled went to the Warrior Food Pantry.
- On **August 28th**, we welcomed a group of 1st through 3rd graders from Merquin Elementary School, who learned important traffic safety tips during a presentation from Motor Officer Allison



FIELD & SUPPORT OPERATIONS



PATROL & COMMUNICATIONS

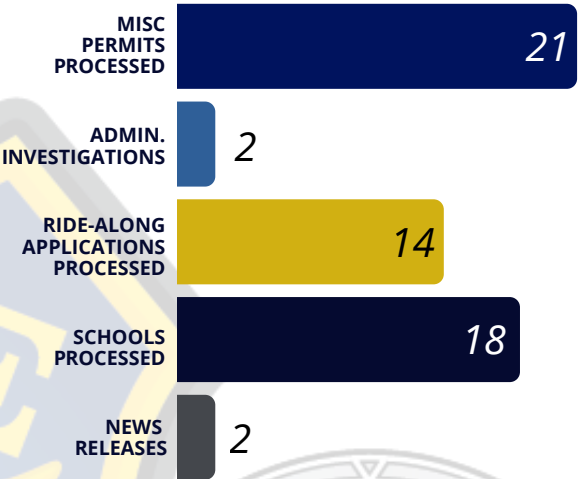
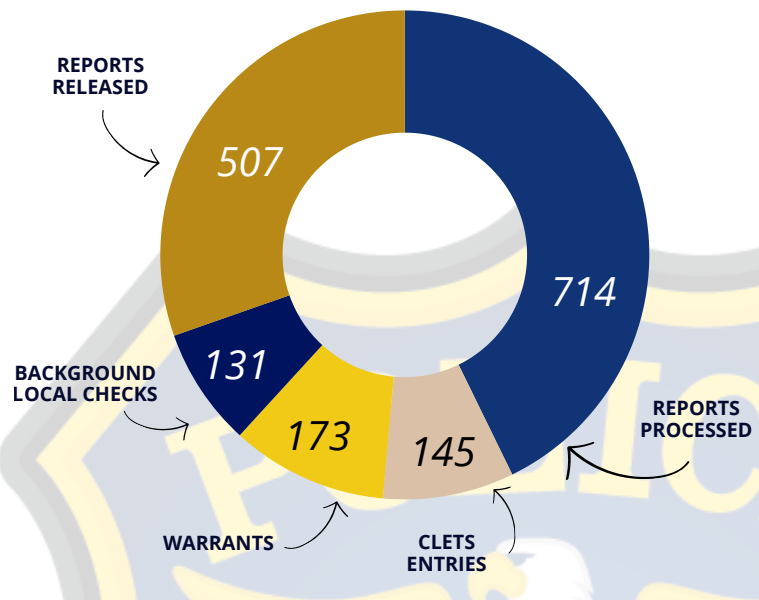
ANIMAL SERVICES



RECORDS

SPECIAL OPERATIONS

PROFESSIONAL STANDARDS



Social Media Insights



ACCOUNTS REACHED

IG: 83,873

FB: 215,139

FOLLOW

NEW FOLLOWS

IG: 508

FB: 436



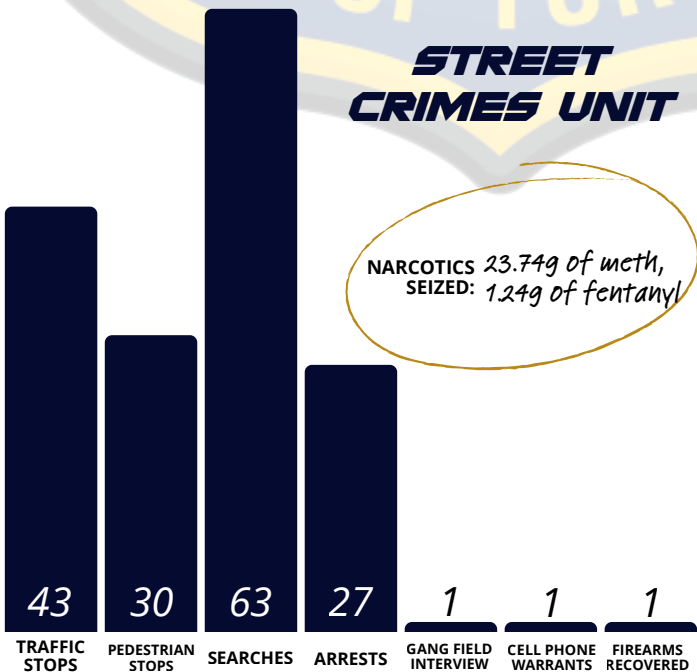
PROFILE VISITS

IG: 8,391

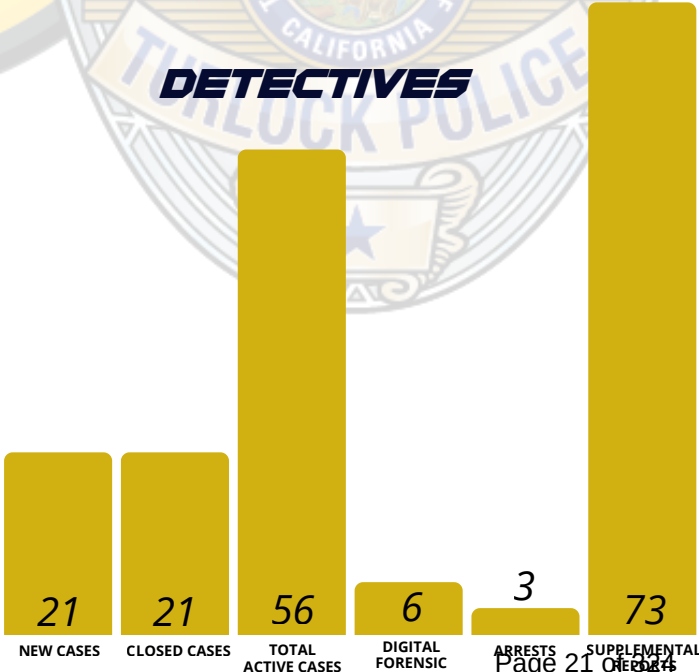
FB: 11,801

STREET CRIMES UNIT

NARCOTICS 23.74g of meth,
SEIZED: 1.24g of fentanyl



DETECTIVES



STREET CRIMES UNIT

** CONTINUED **

SCU HELPED DEA/ATF/COUNTY SIU WITH A BUY BUST FOR FIREARMS AND NARCOTICS. SEVERAL FEDERAL SEARCH WARRANTS WERE COMPLETED BY ATF/COUNTY SIU RESULTING IN THE SEIZURE OF NUMEROUS FIREARMS AND NARCOTICS.

DRUG SEIZURES:

- (2) KILOS OF COCAINE (PACKAGED IN BRICKS)
- ½ KILO OF FENTANYL POWDER
- 1OZ OF COCAINE POWDER
- 10-15 M30 PILLS

FIREARMS (HILLSIDE DR., DELHI RESIDENCES):

- OVER 25 COMPLETE RIFLES/HANDGUNS
- OVER 50 UNFINISHED LOWERS
- 100 LBS. OF AMMUNITION
- PMF MANUFACTURING MILL; GUN PARTS, SPECIALTY TOOLS, ACCESSORIES
- (2) ADDITIONAL FIREARMS SEIZED (ORANGE ST.)

DEVELOPMENT SERVICES DEPARTMENT

August 2025 - Monthly Report



BUILDING



The Development Services Department continues to strive to provide excellent customer service while ensuring the health, safety, enhancement, and prosperity of our community.



PLANNING



BUILDING DIVISION PERMITS ISSUED IN AUGUST

Permit Issued Date.Month	August 2025				
Attribute Name	USDC				

Attribute Value	Permit Number	Service Address Line1	Parcel	Permit Type - Description	Permit Issued Date	Data	
						Permit Count	Estimated Improvement Value
101 - DETACHED SINGLE FAMILY DWELLING	2025-00000364	214 HAYES DR	072010032000	NEW RESIDENTIAL BUILDING	2025-08-08	1	23,300.00
	2025-00000426	360 COLORADO AVE	061037008000	RESIDENTIAL ALTERATION	2025-08-15	1	50,000.00
	2025-00000612	3432 VANDERBILT AVE	072008049000	NEW RESIDENTIAL BUILDING	2025-08-18	1	75,000.00
101 - DETACHED SINGLE FAMILY DWELLING Total *						3	148,300.00
105 - FIVE OR MORE FAMILY DWELLING	2022-00000869	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	3,608,040.00
	2022-00000870	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	4,406,040.00
	2022-00000871	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	4,406,040.00
	2022-00000872	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	3,774,480.00
	2022-00000873	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	3,608,040.00
	2022-00000874	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	3,608,040.00
	2022-00000875	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	3,608,040.00
	2022-00000876	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	3,608,040.00
	2022-00000877	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	4,406,040.00
	2022-00000878	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	2,718,480.00
	2022-00000879	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	2,718,480.00
	2022-00000880	1525 W MONTE VISTA AVE	071004009000	NEW RESIDENTIAL BUILDING	2025-08-29	1	4,406,040.00
	2022-00001552	300 N SODERQUIST RD	061003040000	NEW RESIDENTIAL BUILDING	2025-08-22	1	300,000.00
105 - FIVE OR MORE FAMILY DWELLING Total *						13	45,175,800.00
318 - AMUSEMENT & RECREATION (THEATERS/BOWLING ALLEY)	2022-00000868	1525 W MONTE VISTA AVE	071004009000	NEW COMMERCIAL BUILDING	2025-08-29	1	712,200.00
318 - AMUSEMENT & RECREATION (THEATERS/BOWLING ALLEY) Total *						1	712,200.00
327 - STORES & CUSTOMER SERVICE	2024-00001445	2105 MARYANN DR	089014044000	NEW COMMERCIAL BUILDING	2025-08-11	1	1,900,000.00
	2025-00000348	2955 N TEGNER RD	088018027000	COMMERCIAL ALTERATION	2025-08-12	1	100,000.00
327 - STORES & CUSTOMER SERVICE Total *						2	2,000,000.00
329 - POOL/SPA	2025-00001062	2140 N DENAIR AVE	072028003000	SWIMMING POOL RESIDENTIAL	2025-08-29	1	40,000.00
329 - POOL/SPA Total *						1	40,000.00
434 - RESIDENTIAL (ALL RESIDENTIAL ADDITIONS/ALTERATIONS/CONVERSIONS)	2024-00001120	900 MAE ST	050008016000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-05	1	1,000.00
	2025-00000260	780 S ROSE ST	043024031000	RESIDENTIAL ADDITION	2025-08-11	1	25,000.00
	2025-00000378	1835 BAYWOOD LN	044022082000	HVAC CHANGEOUT RESIDENTIAL	2025-08-25	1	8,000.00
	2025-00000586	1745 BRYCE AVE	088017043000	HVAC CHANGEOUT RESIDENTIAL	2025-08-29	1	16,798.00
	2025-00000628	2020 N DENAIR AVE	072030004000	RESIDENTIAL ALTERATION	2025-08-13	1	25,000.00
	2025-00000850	1662 YORKTOWN CT	071008025000	RESIDENTIAL OTC ALTERATION	2025-08-05	1	50,000.00
	2025-00000878	865 PENN AVE	072016067000	RESIDENTIAL OTC ALTERATION	2025-08-05	1	7,450.00
	2025-00000912	1822 TARTAN RD	073019037000	HVAC CHANGEOUT RESIDENTIAL	2025-08-14	1	41,517.40
	2025-00000943	400 W MAIN ST	050020004000	RESIDENTIAL ALTERATION	2025-08-13	1	8,500.00
	2025-00000965	2590 ZINFANDEL LN	051009012000	RESIDENTIAL ALTERATION	2025-08-21	1	30,000.00
	2025-00000971	2025 JACKSON CT	073024027000	HVAC CHANGEOUT RESIDENTIAL	2025-08-08	1	9,886.54
	2025-00000975	4600 TRADITIONS WAY	071067004000	RESIDENTIAL OTC ALTERATION	2025-08-04	1	2,500.00
	2025-00000976	2090 CARMICHAEL WAY	073026038000	WATER HEATER RESIDENTIAL	2025-08-01	1	2,000.00
	2025-00000977	720 E ZEERING RD	072050016000	WATER HEATER RESIDENTIAL	2025-08-01	1	3,606.00
	2025-00000979	551 MEADOW LARK DR	072023018000	HVAC CHANGEOUT RESIDENTIAL	2025-08-01	1	16,246.00
	2025-00000980	1872 WINTER HAVEN DR	087012026000	HVAC CHANGEOUT RESIDENTIAL	2025-08-01	1	27,740.00
	2025-00000981	659 ANGELUS ST	050029033000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-04	1	3,500.00
	2025-00000982	4655 PRAIRIE FALCON WAY	073049032000	HVAC CHANGEOUT RESIDENTIAL	2025-08-04	1	15,977.00
	2025-00000986	214 N DENAIR AVE	061029074000	REROOF RESIDENTIAL	2025-08-05	1	6,600.00
	2025-00000989	661 ASHLAND AVE	072015028000	RESIDENTIAL OTC ALTERATION	2025-08-06	1	2,500.00
	2025-00000990	683 SHADOWVIEW CT	071032045000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-06	1	2,000.00
	2025-00000991	3022 ANDRE LN	071034025000	HVAC CHANGEOUT RESIDENTIAL	2025-08-06	1	6,794.22
	2025-00000993	2665 JEANNIE CT	071018034000	RESIDENTIAL OTC ALTERATION	2025-08-06	1	2,500.00
	2025-00000994	534 S MINARET AVE	043025066000	HVAC CHANGEOUT RESIDENTIAL	2025-08-06	1	6,000.00
	2025-00000995	4225 SERANADE DR	087021030000	WATER HEATER RESIDENTIAL	2025-08-07	1	2,195.00
	2025-00000998	657 RONDEE LN	071032016000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-07	1	1,500.00
	2025-00000999	673 SHADOWVIEW CT	071032050000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-07	1	1,500.00
	2025-00001000	662 SHADOWVIEW CT	071032051000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-07	1	1,500.00
	2025-00001002	4055 LAUREL WALK	071064030000	HVAC CHANGEOUT RESIDENTIAL	2025-08-08	1	7,046.43
	2025-00001003	631 SUNNYBROOK CIR	071032028000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-11	1	2,000.00
	2025-00001004	653 SHADOWVIEW CT	071032036000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-11	1	2,000.00
	2025-00001005	686 SHADOWVIEW CT	071032063000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-11	1	2,000.00
	2025-00001006	1940 N BERKELEY AVE	073028002000	RESIDENTIAL OTC ALTERATION	2025-08-08	1	800.00
	2025-00001007	900 W MINNESOTA AVE	071023054000	REROOF RESIDENTIAL	2025-08-08	1	14,250.00
	2025-00001008	880 W MINNESOTA AVE	071023024000	REROOF RESIDENTIAL	2025-08-08	1	15,211.00

434 - RESIDENTIAL (ALL RESIDENTIAL ADDITIONS/ALTERATIONS/CONVERSIONS)

2025-00001011	600 E LINWOOD AVE	044056021000	REROOF RESIDENTIAL	2025-08-08	1	8,400.00
2025-00001012	909 CAROLYN DR	072040004000	REROOF RESIDENTIAL	2025-08-08	1	10,250.00
2025-00001013	622 SUNNYBROOK CIR	071032024000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-11	1	1,500.00
2025-00001014	359 ORCHARD ST	061010030000	RESIDENTIAL OTC ALTERATION	2025-08-08	1	5,500.00
2025-00001015	2601 CYPRESS POINT DR	088022003000	WATER HEATER RESIDENTIAL	2025-08-08	1	2,245.00
2025-00001016	2860 RADFORD WAY	071029025000	REROOF RESIDENTIAL	2025-08-11	1	14,800.00
2025-00001017	1360 REDBUD LN	072004083000	HVAC CHANGEOUT RESIDENTIAL	2025-08-08	1	20,849.00
2025-00001018	590 HIGH ST	050025023000	RESIDENTIAL OTC ALTERATION	2025-08-11	1	22,300.00
2025-00001020	205 S ORANGE ST	050023002000	RESIDENTIAL OTC ALTERATION	2025-08-11	1	800.00
2025-00001022	680 SHADOWVIEW CT	071032060000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-11	1	2,000.00
2025-00001023	656 RONDEE LN	071032015000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-11	1	1,500.00
2025-00001025	608 N BROADWAY	061010020000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-12	1	2,000.00
2025-00001027	2010 CASTLEVIEW DR	073027016000	WATER HEATER RESIDENTIAL	2025-08-13	1	2,195.00
2025-00001029	4155 PATHWAY LN	071066019000	HVAC CHANGEOUT RESIDENTIAL	2025-08-13	1	18,271.00
2025-00001030	1328 MERRITT ST 1/2	061035023000	RESIDENTIAL OTC ALTERATION	2025-08-13	1	4,000.00
2025-00001031	650 SHADOWVIEW CT	071032029000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-13	1	2,000.00
2025-00001032	591 HIGH ST	050022037000	REROOF RESIDENTIAL	2025-08-13	1	16,000.00
2025-00001034	612 SUNNYBROOK CIR	071032006000	WATER HEATER RESIDENTIAL	2025-08-14	1	2,645.00
2025-00001035	2501 BARBARA WAY	051035007000	REROOF RESIDENTIAL	2025-08-14	1	10,350.00
2025-00001036	2417 MURRAY ST	071010036000	HVAC CHANGEOUT RESIDENTIAL	2025-08-13	1	28,000.00
2025-00001037	310 WILEY CT	071022067000	RESIDENTIAL OTC ALTERATION	2025-08-22	1	64,000.00
2025-00001038	652 RONDEE LN	071032014000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-14	1	1,500.00
2025-00001039	658 SHADOWVIEW CT	071032033000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-20	1	4,902.03
2025-00001040	656 SHADOWVIEW CT	071032032000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-20	1	4,902.03
2025-00001046	629 SUNNYBROOK CIR	071032027000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-15	1	2,000.00
2025-00001048	3280 RADCLIFFE WAY	072044042000	HVAC CHANGEOUT RESIDENTIAL	2025-08-19	1	14,300.00
2025-00001050	650 RONDEE LN	071032013000	RESIDENTIAL ALTERATION	2025-08-21	1	72,558.00
2025-00001053	1679 JOETT DR	042041011000	DEMO RESIDENTIAL	2025-08-28	1	25,000.00
2025-00001054	3760 FOSBERG RD	072048054000	RESIDENTIAL OTC ALTERATION	2025-08-22	1	9,650.00
2025-00001055	4180 WILD LILAC DR	072004085000	HVAC CHANGEOUT RESIDENTIAL	2025-08-19	1	3,000.00
2025-00001056	4282 ARTHUR MACE DR	072004074000	HVAC CHANGEOUT RESIDENTIAL	2025-08-19	1	20,000.00
2025-00001057	2541 JUBILEE DR	088020049000	HVAC CHANGEOUT RESIDENTIAL	2025-08-19	1	23,267.00
2025-00001059	1821 N BERKELEY AVE	072039056000	PHOTOVOLTAIC SYSTEM RESIDENTIAL	2025-08-25	1	40,000.00
2025-00001065	1804 ANNING DR	073029025000	RESIDENTIAL OTC ALTERATION	2025-08-21	1	9,292.00
2025-00001066	2741 E TUOLUMNE RD	073052021000	RESIDENTIAL OTC ALTERATION	2025-08-21	1	2,500.00
2025-00001067	2640 CARRIAGE CT	073025022000	HVAC CHANGEOUT RESIDENTIAL	2025-08-21	1	23,000.00
2025-00001069	601 PEDRAS RD	071012067000	HVAC CHANGEOUT RESIDENTIAL	2025-08-22	1	12,580.00
2025-00001070	1324 COOPER AVE	061033008000	RESIDENTIAL OTC ALTERATION	2025-08-28	1	4,000.00
2025-00001073	400 LEMONGRASS ST	043063081000	RESIDENTIAL FIRE SPRINKLERS OTC	2025-08-26	1	3,000.00
2025-00001074	404 LEMONGRASS ST	043063080000	RESIDENTIAL FIRE SPRINKLERS OTC	2025-08-26	1	3,000.00
2025-00001075	408 LEMONGRASS ST	043063079000	RESIDENTIAL FIRE SPRINKLERS OTC	2025-08-26	1	3,000.00
2025-00001076	412 LEMONGRASS ST	043063078000	RESIDENTIAL FIRE SPRINKLERS OTC	2025-08-26	1	3,000.00
2025-00001077	416 LEMONGRASS ST	043063077000	RESIDENTIAL FIRE SPRINKLERS OTC	2025-08-26	1	3,000.00
2025-00001078	420 LEMONGRASS ST	043063076000	RESIDENTIAL FIRE SPRINKLERS OTC	2025-08-26	1	3,000.00
2025-00001079	421 LEMONGRASS ST	043063063000	RESIDENTIAL FIRE SPRINKLERS OTC	2025-08-26	1	3,000.00
2025-00001086	903 ANGELUS ST	050005013000	RESIDENTIAL OTC ALTERATION	2025-08-25	1	13,451.00
2025-00001087	1070 BUTTON CT	072061062000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-26	1	1,000.00
2025-00001089	672 SHADOWVIEW CT	071032056000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-26	1	2,000.00
2025-00001090	2441 E CANAL DR	051027052000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-26	1	3,200.00
2025-00001094	1624 E TUOLUMNE RD	073014002000	REROOF RESIDENTIAL	2025-08-27	1	2,000.00
2025-00001097	517 SUNNYSIDE DR	050026020000	REROOF RESIDENTIAL	2025-08-27	1	5,000.00
2025-00001099	2221 SOLITUDE LN	089006016000	HVAC CHANGEOUT RESIDENTIAL	2025-08-27	1	19,000.00
2025-00001100	1781 SMITH DR	073020002000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-27	1	3,000.00
2025-00001103	2700 MARLEE DR	051035047000	RESIDENTIAL OTC ALTERATION	2025-08-28	1	18,680.00
2025-00001104	1747 ARBOR WAY	051001036000	REROOF RESIDENTIAL	2025-08-28	1	15,000.00
2025-00001105	624 SUNNYBROOK CIR	071032042000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-28	1	2,000.00
2025-00001106	1240 VALLEY VIEW DR	051038047000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-28	1	500.00
2025-00001107	600 SUNNYBROOK CIR	071032012000	ELECTRICAL SERVICE RESIDENTIAL	2025-08-28	1	500.00
2025-00001111	4294 MADISON LN	071061035000	RESIDENTIAL OTC ALTERATION	2025-08-29	1	5,887.00
2025-00001112	1961 E HAWKEYE AVE	073021009000	HVAC CHANGEOUT RESIDENTIAL	2025-08-29	1	17,000.00
2025-00001113	509 MITCHELL AVE	061029040000	REROOF RESIDENTIAL	2025-08-29	1	16,360.00

434 - RESIDENTIAL (ALL RESIDENTIAL ADDITIONS/ALTERATIONS/CONVERSIONS) Total *

96 1,028,751.65

437 - NON RESIDENTIAL & NON HOUSEKEEPING (ALL NON RESIDENTIAL ADDITIONS/ALTERATIONS/CONVERSIONS)

2024-00001489	3800 GEER RD 204	072076041000	COMMERCIAL ALTERATION	2025-08-27	1	12,000.00
2024-00001500	1418 N GOLDEN STATE BLVD	042010024000	COMMERCIAL ALTERATION	2025-08-13	1	62,500.00
2025-00000027	540 MARSHALL ST	061027016000	COMMERCIAL ALTERATION	2025-08-22	1	139,972.00
2025-00000031	420 N KILROY RD	089014035000	COMMERCIAL ALTERATION	2025-08-08	1	7,500.00

437 - NON RESIDENTIAL & NON HOUSEKEEPING (ALL NON RESIDENTIAL ADDITIONS/ALTERATIONS/CONVERSIONS)	2025-0000238	2105 FULKERTH RD	088016024000	COMMERCIAL ALTERATION	2025-08-12	1	3,000.00
	2025-0000435	1811 COUNTRYSIDE DR	088016009000	COMMERCIAL TENANT IMPROV	2025-08-27	1	350,000.00
	2025-0000644	1300 N WASHINGTON RD	089001015000	COMMERCIAL ALTERATION	2025-08-21	1	300,000.00
	2025-0000681	2831 COUNTRYSIDE DR	088003042000	HVAC CHANGE OUT COMMERCIAL	2025-08-18	1	52,800.00
	2025-0000978	1840 COUNTRYSIDE DR	088016022000	REROOF COMMERCIAL	2025-08-05	1	160,000.00
	2025-0000983	1100 W MONTE VISTA AVE	071073003000	FIRE SPRINKLER SYSTEM	2025-08-05	1	8,500.00
	2025-0000985	1750 OLYMPIC DR	044068008000	FIRE ALARM SYSTEM	2025-08-05	1	4,575.00
	2025-0000987	1800 OLYMPIC DR	044068009000	FIRE ALARM SYSTEM	2025-08-05	1	4,575.00
	2025-0000992	300 DIANNE DR	089013020000	FIRE ALARM SYSTEM	2025-08-20	1	3,758.75
	2025-00001009	1811 COUNTRYSIDE DR	088016009000	HVAC CHANGE OUT COMMERCIAL	2025-08-11	1	18,500.00
	2025-00001051	2741 COUNTRYSIDE DR	088026007000	HOOD SUPPRESSION SYSTEM	2025-08-20	1	2,000.00
	2025-00001081	2741 COUNTRYSIDE DR	088026007000	FIRE SPRINKLER SYSTEM	2025-08-22	1	7,500.00
	2025-00001082	400 E OLIVE AVE	061025004000	SEWER LINE COMMERCIAL	2025-08-22	1	5,500.00
	2025-00001088	1361 FIFTH ST	043060026000	ELECTRICAL SERVICE COMMERCIAL	2025-08-26	1	1,800.00
	437 - NON RESIDENTIAL & NON HOUSEKEEPING (ALL NON RESIDENTIAL ADDITIONS/ALTERATIONS/CONVERSIONS) Total *					18	1,144,480.75
649 - ALL OTHER BUILDINGS AND STRUCTURES	2025-0000702	2530 W TUOLUMNE RD	088028006000	FIRE SPRINKLER SYSTEM	2025-08-05	1	38,500.00
649 - ALL OTHER BUILDINGS AND STRUCTURES Total *						1	38,500.00
900 - MISCELLANEOUS (SIGNS,GI,FA FOR EXPIRED)	2025-0000527	965 LANDER AVE	050014042000	ELECTRICAL SERVICE COMMERCIAL	2025-08-26	1	8,000.00
	2025-0000622	805 S KILROY RD	044055016000	COMMERCIAL ALTERATION	2025-08-22	1	5,000.00
	2025-0000845	1100 W MONTE VISTA AVE	071073003000	STRUCTURAL: SIGNS, WALLS & MISC	2025-08-15	1	29,000.00
	2025-0000969	100 E GLENWOOD AVE	044023032000	ILLUMINATED SIGN PERMIT	2025-08-04	1	1,500.00
	2025-0000972	2741 COUNTRYSIDE DR	088026007000	ILLUMINATED SIGN PERMIT	2025-08-01	1	1,100.00
	2025-0000984	250 S WALNUT RD	044007018000	ILLUMINATED SIGN PERMIT	2025-08-04	1	10,326.00
	2025-0000988	4441 MIRAGE DR	072066004000	GENERAL INSPECTION RESIDENTIAL	2025-08-04	1	0.01
	2025-00001001	1100 W MONTE VISTA AVE	071073003000	ILLUMINATED SIGN PERMIT	2025-08-07	1	6,000.00
	2025-00001028	2600 YALE AVE	071023052000	GENERAL INSPECTION RESIDENTIAL	2025-08-12	1	300.00
	2025-00001042	1322 MERRITT ST	061035021000	GENERAL INSPECTION RESIDENTIAL	2025-08-14	1	1.00
	2025-00001045	2247 GEER RD	071013008000	ILLUMINATED SIGN PERMIT	2025-08-15	1	4,500.00
	2025-00001052	2319 GEER RD	071013008000	ILLUMINATED SIGN PERMIT	2025-08-20	1	4,500.00
	900 - MISCELLANEOUS (SIGNS,GI,FA FOR EXPIRED) Total *					12	70,227.01
	Grand Total *					147	50,358,259.41

Planning Projects

- The Planning Division coordinated and hosted 4 Predevelopment meetings in August.
- The Planning Division received an application (MDP 2025-12) proposing a 7-unit multifamily residential townhouse development at 151 W. Syracuse Avenue. The project includes two two-story buildings, with each unit approximately 1,901 square feet and featuring a single-car garage.
- An application for Oak Park Plaza (MDP 2025-13) proposes a commercial development on approximately 3.40 acres at the northeast corner of Fulkerth Road and Tully Road in Turlock, CA. The project includes a ±4,800 square foot convenience store (C-store) with a ±3,000 square foot fueling canopy, a ±4,000 square foot quick-service restaurant (QSR), and a ±8,600 square foot multi-tenant commercial building for retail, restaurant, or office uses. Site improvements include 95 surface parking spaces, drive aisles, landscaping, lighting, and utility infrastructure.
- Pink Door Storage has submitted an application (MDP 2025-14) to expand its existing self-storage facility at 1351 Fulkerth Road. The expansion includes an additional steel building and multiple steel RV parking canopies.

Business Permits Applied For

BUSINESS ADDRESS	BUSINESS TYPE	BUSINESS NAME
	HOME OCCUPATION PERMIT	CLEAN SPACE JANITORIAL SERVICE
110 RADIO ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	LUCKY BAKERY
1101 E TUOLUMNE RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	TURLOCK RESIDENTIAL
1111 E TUOLUMNE RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	TURLOCK NURSING & REHAB
1506 S WALNUT RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	HY-LINE NORTH AMERICA LLC
	HOME OCCUPATION PERMIT	PEDRO'S PARADISE LANDSCAPING
	HOME OCCUPATION PERMIT	SIPS & APPS
	HOME OCCUPATION PERMIT	DR. REBECCA RYUN
2160 GEER RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	FIRST LADY PERMANENTE, LLC
2374 INDUSTRIAL ROWE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	LOUIS A ROSER
	HOME OCCUPATION PERMIT	YOUTAM AUTO GLASS REPAIR
	HOME OCCUPATION PERMIT	GOLDEN VALLEY DENTAL LAB
430 CRANE AVE 112	ZONING CERTIFICATE/OCCUPANCY INSPECTION	BLACK EAGLE SECURE SOLUTIONS
	HOME OCCUPATION PERMIT	SNIDER CPR AND SAFETY
	HOME OCCUPATION PERMIT	CHAVEZ TRAILER HOLDINGS LLC

Funds with HUD:

Prepared: 9/2/2025

Stanislaus Housing Consortium	
CHDO	259,546.65
Administrative Funds	841,307.79
HOME	4,982,890.13
	6,083,744.57
 CDBG-CV	 645,763.38
 CDBG	 796,249.45
 HOME-ARP	
Administrative and Planning Funds	465,613.25
Home Activities Funds	4,531,689.15
	4,997,302.40

Notes: -Funds stated above do not reflect expenditures that have not been submitted for reimbursement

Funds with California Department of Housing and Community Development:

Approved Permanent Local Housing Allocation (PLHA) pending Request for Funds	529,997.00
Permanent Local Housing Allocation (PLHA) pending application	469,237.00

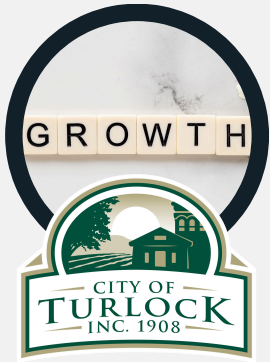
Funds with City:

Stan County HOME Lead Consortium Fund 254	-
 CDBG (with City) Fund 255	 (53,377.09)
 HOME Consortium Fund 256	 148,638.77
 State HOME Fund 257	
State Home Funds	2,792,465.89
Cal HOME Program	1,663,857.62
HEAP	91,053.02
	4,547,376.53
 Housing Stimulus Fund 258	 (13,664.96)
 HOME-ARP Fund 259	 (138,558.82)
 PLHA-Permanent Local Housing Allocation Fund 260	 476,918.66
 Successor Agency - LMI Fund 625	 1,981,295.36

TOTAL OF ALL FUNDS:	\$ 20,470,922.25
---------------------	------------------

Notes:

ECONOMIC DEVELOPMENT & COMMUNICATIONS



Monthly Report - August 2025



**TURLOCK
IS
OPEN FOR
BUSINESS !**

TURLOCK BY THE NUMBERS

TURLOCK POPULATION

74,150

20 MILE POPULATION RADIUS

640,000

TURLOCK LABOR FORCE

33,000

CSU STANISLAUS AVERAGE ANNUAL ENROLLMENT

8,000 - 10,000

Data Sources: ESRI, Placer.AI, CSU Stanislaus



Business Retention and Expansion (BRE)

Business Retention and Expansion (BRE) plays a vital role in economic development by prioritizing the needs of existing businesses within the City. These businesses serve as the backbone of the local economy, driving job creation and economic resilience.

Through proactive engagement and support, BRE initiatives help businesses address challenges, capitalize on growth opportunities, and remain competitive, ultimately reinforcing the City's economic stability and reducing the likelihood of business closures.

During the months of August 2025, City of Turlock Economic Development staff met with 13 local businesses.

***2025-2026 Annual Business Retention and Expansion (BRE) Visits: 30 meetings**
(reporting period : 7/1/2025 - June 30/2026)

Pictured Below:

Save Mart Grand Re-Opening Celebration
(2595 Geer Rd, Turlock, CA 95380)



Pictured Below:

Local business, Palacio, The Truth Boxing
(2224 Maryann Dr, Turlock, CA 95380)



Pictured Above:

City of Turlock Annual Job Fair will take place Wednesday, November 5, 2025 from 10 a.m. - 2 p.m. at New Life Christian Center (2918 W. Tuolumne Rd. Turlock, CA)
50+ employers are expected to be in attendance.



Pictured Above:

Turlock resident and entrepreneur, Mr. Dion Skaria, owner of Fit Candy. Keep an eye out—this healthy snack may be on local store shelves soon! Visit the website to learn more: <https://fitcandy.store/>

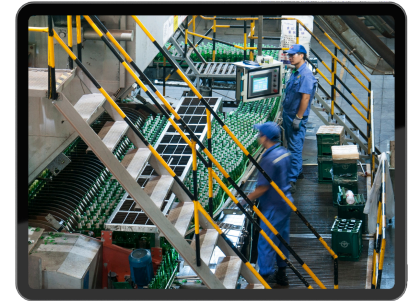


Workforce Development - Talent Development

Workforce development within economic development refers to a set of strategies and activities designed to enhance the skills, knowledge, and capabilities of the local labor force to meet current and future economic and industry needs.

It is an important element of economic development because a well-trained and adaptable workforce is vital for attracting and retaining businesses, fostering innovation, and driving economic growth.

Monthly Report - August 2025



Fresno State - Parent University Virtual Courses (no cost for Turlock residents)

The City of Turlock partnered with Fresno State - Parent University to offer no-cost virtual courses to all Turlock residents (of all ages). Upon completion of each 4 week course, participants will receive a certificate from Fresno State University. September 2025 session is now open for enrollment!

To register for future courses visit:
<https://cge.fresnostate.edu/oced/parent-university.html>



Digital Literacy 4



Financial Literacy



Pathway to College

FRESNO
STATE
Parent University



VIRTUAL CLASSES AT NO COST SEPTEMBER 2025

Classes start week of
September 22

Courses Offered

- Digital Literacy 1 to 4
- Financial Literacy
- Health and Wellness
- Parenting Skills
- Pathway to College
- Professional Development
- Small Business Development
- Social Emotional Learning
- Spanish Conversation



Our Program

Evenings via Zoom
from 6:30p.m. to 8:30p.m.

**Choose what days
work for you**
Monday/Wednesday or
Tuesday/Thursday Sessions

Receive a certificate!
Complete the required amount of
classes and earn a certificate
signed by the CSU Fresno
president

Call: 559.278.0719
Text: 559.554.2532

fresnostate.edu/parentuniversity

parentuniversity@mail.fresnostate.edu

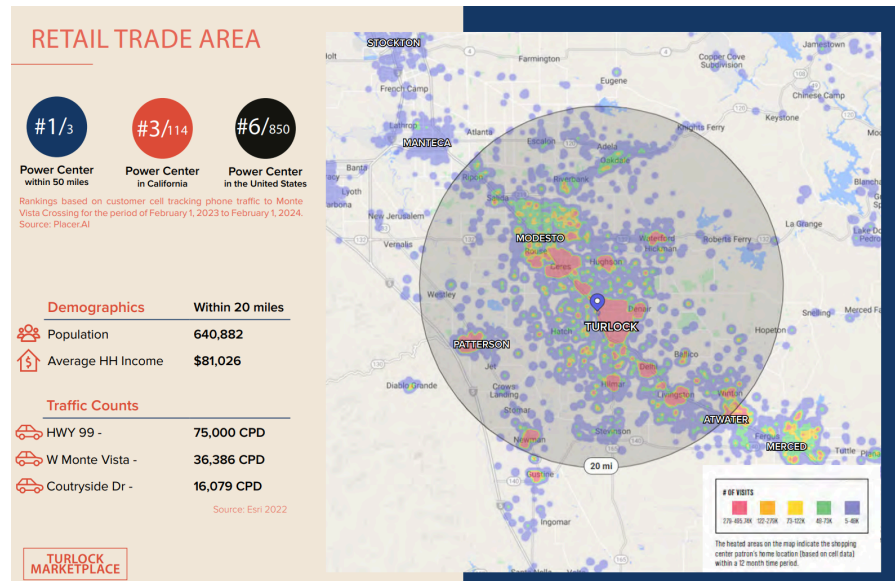
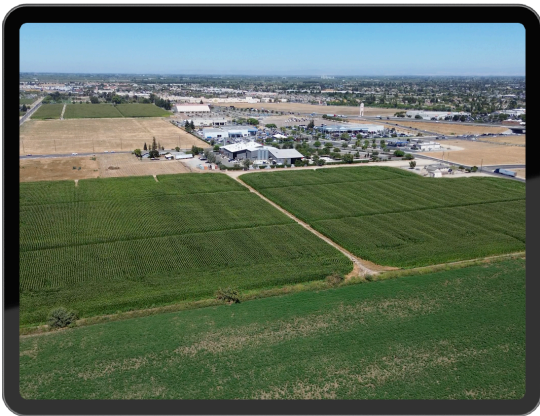


Attraction strategies within economic development are designed to draw new businesses, industries, and investments to a region. These strategies typically involve a combination of marketing, incentives, infrastructure development, and partnership-building to create a compelling case for businesses to relocate or expand.

- The Westside Industrial Specific Plan (WISP) is one of Turlock's greatest assets, cultivating a dynamic industrial hub that fuels local business growth, generates quality jobs, and strengthens our economy. Spanning 2,600 acres, this area represents smart planning and strategic expansion, driving innovation, advancing sustainability, and creating opportunities that support a circular economy for the entire community. We are proud to highlight the vision behind this development and look forward to the bright future it continues to shape!
- Pedretti Sports Complex - Hosting more than 35 softball tournaments each year, this premier city facility boosts Turlock's economy and drives hotel activity by attracting visitors through recreation and sports tourism.

Below: Aerial footage of WISP, nearby commercial properties, and Pedretti Sports Complex.

Find available Turlock commercial properties here:
<https://www.loopnet.com/search/commercial-real-estate/turlock-ca/for-sale/>





Business Workshops

Supporting start-ups and entrepreneurs is a strategic investment within economic development. Innovation can drive new ideas, technologies, and create the “Spark” of a new business to open up, resulting in job creation, and adding more value to the local economy.

One of the ways the City of Turlock supports startups, entrepreneurs, and the existing business community is by offering no-cost business workshops and implementing targeted business development programs.

Workshops are held monthly within the City and feature a variety of topics and strategies presented by guest speakers with expertise in different areas of business.

Recent business workshops:

8/7/2025: Business Plan & Model Bootcamp

Other city sponsored workshops:

8/28/2025: First Time Home Buyer Program Workshop




FIRST TIME HOME BUYER PROGRAM

WORKSHOP

FOR
LENDERS AND REALTORS

LOCATION: Turlock City Hall, Yosemite Room
156 S. Broadway, Turlock, CA
2nd Floor

Hosted by:
City of Turlock Housing Program Services Division

DATE: AUGUST 28, 2025 FROM 9:00 A.M. TO 11:00 A.M.

WITH OUR FIRST TIME HOME BUYER PROGRAM
HOMEOWNERSHIP IS WITHIN REACH !!!

CONTACT INFORMATION:
(209) 668-5610
HPS@turlock.ca.us



BUSINESS PLAN & MODEL BOOTCAMP

IDEAL FOR EARLY-STAGE FOUNDERS, SMALL BUSINESS OWNERS,
AND ANYONE SEEKING TO DEVELOP A PRACTICAL BUSINESS PLAN.



NO COST TO ATTEND !!!

SCAN THE QR CODE



Or Visit:
bit.ly/BusinessPlanBootcampTurlock



NEW LOCATION

WORKSHOP DETAILS

THURSDAY, 8/7/2025

FROM 10:00 AM - 12:30 PM
CARNEGIE ARTS CENTER
250 N. BROADWAY, TURLOCK, CA 95380

BROUGHT TO YOU BY:



WHAT YOU WILL LEARN ABOUT:

- HOW TO CREATE AN ACTIONABLE BUSINESS PLAN
- AVAILABLE SUPPORT FROM SCORE MENTORS
- CANVA TEMPLATES
- EXPERT INSIGHTS



Turlock Partnership Incentive Program

\$1,000 Business Grant Available

The goal of this program is for new businesses to open in vacant store fronts and create additional jobs in our community.

The program provides a one-time payment of \$1,000 to help new businesses.

For more information visit:

https://www.cityofturlock.org/_pdf/files/CityofTurlockPartnershipIncentiveProgram-EligibilityRequirements.pdf



City of Turlock
Partnership Incentive Program

\$1,000 Business Grant Available

The goal of this program is for new businesses to open in vacant store fronts and create additional jobs in our community.

The program provides a one-time payment of \$1,000 to help new businesses.

Application should be made prior to, or closely following, business opening. Payment will be awarded following completion of all requirements and business opening.
*Program is limited to 30 businesses per year

Eligibility
Participants must provide the following:

1. Must occupy an existing vacant building in the City of Turlock.
2. Provide a Business Plan (contact City of Turlock for available free business plan services).
3. Identify an appropriately zoned location of business (Free service provided by City of Turlock).
4. Participate in Pre-Development meeting (Free service provided by City of Turlock).
5. Agree to participate in minor record-keeping to provide feedback on a quarterly basis for at least 1 year to help improve program.

Questions
Contact: Anthony Sims
Economic Development Director
209.668.6031
ASims@turlock.ca.us

For more City of Turlock business resources visit:

Pay to the Order Of: **Your New Business** \$ **1,000** Dollars

000000000 | 0000000000000 | 0000

Turlock Security Enhancement Pilot Program

The Turlock Security Enhancement Pilot Program will provide an opportunity for Turlock businesses to add security enhancements by way of Fusus' video surveillance and real-time crime software. Fusus will enhance situational awareness for Dispatch and responding officers, giving them a real-time look at live camera feeds from participating businesses when a crime or suspicious activity occurs in the downtown district.

The City of Turlock Turlock Security Enhancement Pilot Program will fund the first-year costs for up to 59 businesses within the city of Turlock. Businesses interested in participating in the pilot program will be assisted by Turlock Police Department to facilitate the onboarding process with Fusus. Second year cost is \$150 (participating business responsible for on-going costs after 1st year).

***Participating business is responsible for taxes**



TURLOCK
SECURITY ENHANCEMENT PILOT PROGRAM

COLLABORATING TO KEEP TURLOCK SAFE

The Turlock Security Enhancement Pilot Program will provide an opportunity for Turlock businesses to add security enhancements by way of Fusus' video surveillance and real-time crime software. Fusus will enhance situational awareness for Dispatch and responding officers, giving them a real-time look at live camera feeds from participating businesses when a crime or suspicious activity occurs in the downtown district.

The City of Turlock Security Enhancement Pilot Program will fund the first-year costs for up to 59 businesses within the city of Turlock. Businesses interested in participating in the pilot program will be assisted by Turlock Police Department to facilitate the onboarding process with Fusus.

***Program is currently limited to a one-year pilot program**

1st Year Costs: \$0 **Cost after 1st Year: \$150 Annually**

*Business to pay Fusus directly.
*If business decides not to participate after first year, Fusus equipment is to be returned to the City of Turlock.

INCREASING SAFETY. RESPECTING PRIVACY.

- The Turlock Security Enhancement Pilot Program enables businesses to share live video feeds with the Turlock Police Department in emergencies to improve community safety and law enforcement response.
- Access to your camera is conditional upon mutual agreement between you and the Turlock Police Department and will only be viewed in the event of a criminal incident in the proximity of your business.

What is Fusus and how does it work?

Scan the QR Code to watch a short video.

For more information, or to enroll your business, please contact:

Anthony Sims
Economic Development Director
City of Turlock
209.668.6031
ASims@turlock.ca.us

Melanie Suffecool
Crime Prevention Specialist
Turlock Police Department
209.666.3153
msuffecool@turlock.ca.us

http://m.youtube.com/watch?v=zoyJuGR-jtE&ab_channel=Fusus

For more information on City of Turlock business workshops & business development programs please reach out to:

Anthony Sims - Economic Development Director - Communications Officer
209.668.6031
ASims@turlock.ca.us

Turlock is home to a variety of family-friendly community events held throughout the year.

- 7th Annual Warriors Explore Downtown Turlock takes place Wednesday, 9/17/2025 from 4pm - 8pm
- The City of Turlock Citizen Survey 2025 is now open. Please provide your feedback, it takes 4 minutes or less to complete the survey!
- The 2025 Fall Auto Swap Meet takes place Sunday, 9/21/2025 from 6am - 2pm. Further information provided in image below.





Leadergov Training for Department

Through the City of Turlock's partnership with Leadergov for professional learning and development, the Economic Development and Communications Department participates in monthly leadership sessions focused on enhancing individual and team performance. These sessions provide structured opportunities for staff to engage in strategic activities that foster professional growth, strengthen communication and collaboration, and align departmental efforts with the City's broader organizational goals. The program also supports the development of leadership competencies, promotes a culture of continuous improvement, and reinforces the City's commitment to high-quality public service.

Initial department activities and topics include:

- DISC Assessments
- Department Goal Setting Session
- Department SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)
- My Personal inventory Activity (describing individual work style, personality, etc.)
- Leading Change and Keys to facilitating Change





COMMUNICATIONS UPDATE

Did you know?

You can stay up to date on City of Turlock announcements and information by visiting the following website and social media pages.



<https://www.cityofturlock.org/>

facebook

<https://www.facebook.com/CityofTurlockCityHall>

<https://www.facebook.com/CityofTurlockEconomicDevelopment>



<https://www.instagram.com/city.of.turlock>



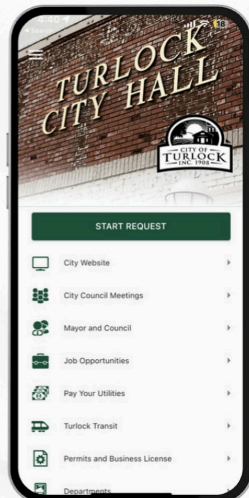
<https://www.linkedin.com/company/city-of-turlock/>

**To stay up to date on FREE business workshops,
resources, and events visit:**

www.cityofturlock.org/businessresources



Download
MyTurlock



Download the
City of Turlock
Mobile App





TURLOCK FIRE DEPARTMENT

August 2025

Deputy Fire Chief, Shanon Evans

OPERATIONS DIVISION

TOTAL CALL
VOLUME:
720



Total Fire (NFIRS
Series 100):
21

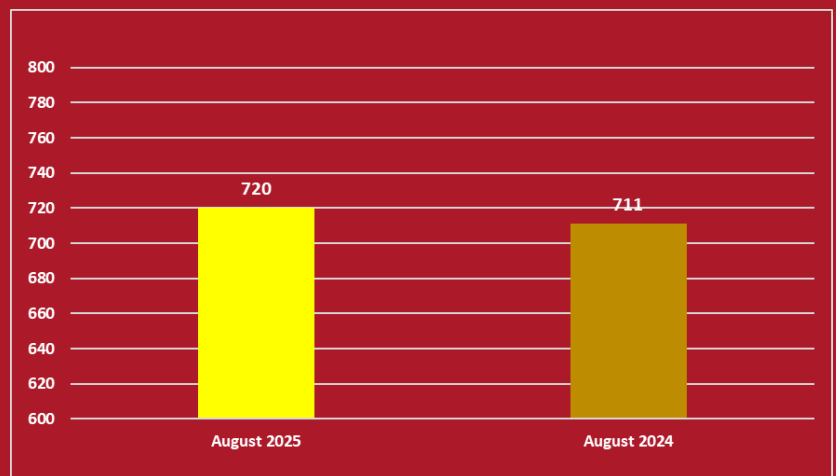


Total EMS:
509

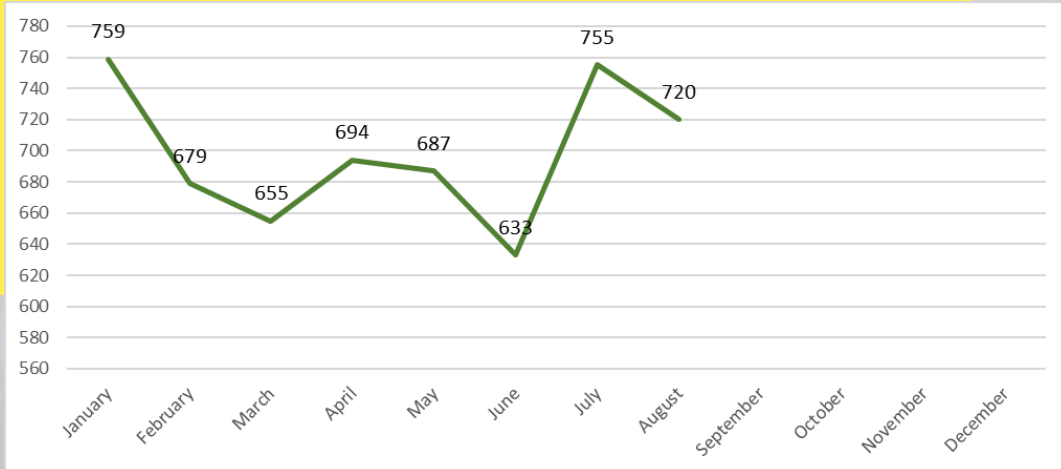


Total MVA:
22

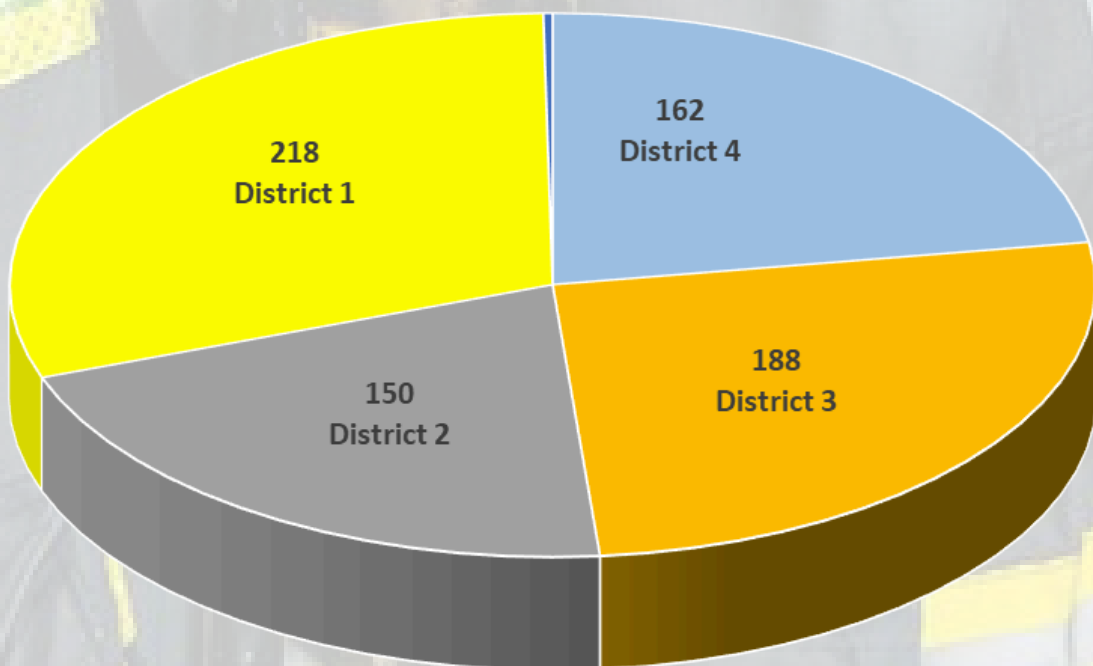
August 2024 vs August
2025



Monthly Call Volume Comparison



CALLS BY DISTRICT



FIRE PREVENTION DIVISION



Type of Inspection	Total
Occupancy	11
Re-inspections	11
Solar	2
Final Fire Alarm/Final Sprinkler	8
Building Finals	10
Hydro/Visual	4
School Inspections, Care Facilities and STD850	5
All other Inspections	20
Green Sheet Plan Reviews	10
Pre-Developments	6



Stanislaus Regional FIU August 2025



DETAILS: During the month of August 2025, the FIU's call volume rose above the previous month.

The FIU conducted a total of 52 fire investigations during the month (the previous month of July was 48), the breakdown of the calls is as follows:

Calls by jurisdiction: Modesto FD 23, Ceres 7, Oakdale's 2, Salida 1, Turlock city 2, and the County 17.

22 were structure fires, 11 vegetation fires, 7 vehicle fires, and 12 were trash/dumpster/other fires/criminal enforcement actions/investigator follow-ups.

Investigators were able to determine that 16 fires were confirmed arsons, 19 accidental, and 10 were undetermined. Investigators were canceled a total of 5 times.

Investigators conducted or were involved in 2 arson/warrant arrests within the jurisdictions of the city of Modesto.

There are multiple cases in Turlock, Modesto, and the County jurisdictions where criminal follow-ups and investigations are pending.

The FIU asks that the Fire and LEO jurisdictions direct any arson related video or arson related tip info to their public account: Info@stanfiu.org or 209.525.5530. We welcome any inquiries and remain committed to serving the communities throughout the county. #StanFIU

Stanislaus Regional Fire Investigation Unit

Investigations for Turlock City FD

August 2025

AR= Arson, AC= Accidental, UN= Undetermined

Date	Sta #	Agency	IF #	Invest	Location	AR	AC	UN	Property	Dispo	\$ Loss	O&C
8/5/2025	31	TUR	IF25-339	Singh	500 W. Linwood Drive				Struct Comm	Closed	\$400,000.00	O&C
8/31/2025	32	TUR	IF25-387	SS	645 West Main	1			Struct Resid	Open	\$2,000.00	O&C

Turlock Fire Department

Current Project List



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Records Management System (RMS) Implementation	Packwood	3/31/2025	11/2025	Personnel are being trained on the NEW RMS. Personnel scheduling is active. Working on a connection with CAD
Purchase 3 New Admin Vehicles	Harcksen/Mallory	01/2024	Complete	New Vehicle Purchase and build up is complete. Vehicles in service.
Admin Contract extension	Wise/Evans/Hunter	04/2025	7/2025	Working with finance and CM office to extend current admin contract one two-year term.
New Ladder Truck	Harcksen	11/2024	TBD	Current Truck is a 2001. Build times for a replacement Truck are 4 ½ years from purchase. Take a proposal to Council by July-Aug. We have the funds to purchase. \$2.5 Mil.
Station 31 SCBA Compressor Replacement	Harcksen	6/2024	Fall of 2025	Working with City Engineering to install new SCBA compressor.
Firefighter Recruitment	Harcksen	6/2025	10/2025	Open FF recruitment in preparation for a Jan 2026 MST FF academy. This will help to fill current and future vacancies.
Station 32 New Windows	Harcksen	11/2023	8/2025	Scope of work for RFP Complete. Est \$97k
Exterior Paint for station 33	Harcksen	01/2024	8/2025	Scope of work for RFP Complete. Est 81K
SCOTTS PPE Contract Renewal	Harcksen	4/2025	8/2025	Renew contract with SCOTTS PPE for inspection and maintenance of firefighter PPE including Turn Outs.
Station 34 Property Replacement	Hunter/Evans	7/2024	TBD	Looking to identify a new location for a station 34. Current station is inadequate. Does not meet NFPA recommendations.
Turlock Armory	Harcksen	11/2024	TBD	Turlock Armory being used to upfit fire engines. Exploring the use of the Armory as a satellite training facility with MST and or MJC. Working with Clerks office for Document Storage
Portal to Portal Resolution	Hunter	1/2025	TBD	Present to council a new resolution to provide full reimbursement to the city when fire department personnel respond to large incidents covered under CFAA.
Fire Engine 34 and Squad 32 Replacement	Harcksen/Mallory	4/2023	11/2026	2 units are in line for pre-construction in Nov 2025, delivery Nov 2026 and scheduled to be placed in-service in Oct 2026
Fire Station 34-bathroom remodel, and station improvements	Mike Harcksen	1/1/2024	TBD	Planning stage and awaiting city to ID an architect to help with scope of work and complete planning phase. Est \$439K
Station 32 Extractor and Dryer	Harcksen	11/2024	11/2025	Install Turnout extractor and dryer. Est \$113K

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
149943	08/21/2025	Open			Accounts Payable	9280-0366 Quebec Inc., DBA Transit	\$3,250.00		
	Invoice		Date	Description		Amount			
	2696 (B)		08/18/2025	Transit Royale Subscription 25/26 remaining for Year 2		\$3,250.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$3,250.00			
149944	08/21/2025	Open			Accounts Payable	A-Z BUS SALES INC	\$1,210.18		
	Invoice		Date	Description		Amount			
	INVSAC36264		07/28/2025	6494596 ASSY-COMPRESSOR W/BACKET		\$1,210.18			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$1,210.18			
149945	08/21/2025	Open			Accounts Payable	ABS DIRECT INC	\$18,295.40		
	Invoice		Date	Description		Amount			
	140236		07/21/2025	UT DELINQ - JULY 2025		\$488.20			
	140126		07/14/2025	BL ANNUAL RENEWAL FORMS 07/01/25-06/30/26		\$2,652.83			
	140165		07/15/2025	UT STATEMENTS - 07/10/25		\$15,154.37			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$7,867.03			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,214.20			
	420 - WATER			420.11000 (Cash)		\$5,214.17			
149946	08/21/2025	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,992.73		
	Invoice		Date	Description		Amount			
	inv7472		08/07/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$445.91			
	inv7476		08/07/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$1,015.64			
	inv7502		08/07/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$57.03			
	INV7649		08/11/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$474.15			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$1,992.73			
149947	08/21/2025	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$480.83		
	Invoice		Date	Description		Amount			
	00006371		08/12/2025	DW 2568 GTY (Slr, 3VF, Humidity Snsr, Police Vehicle Only) NEW		\$480.83			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$480.83			
149948	08/21/2025	Open			Accounts Payable	AMERICAN CANCER SOCIETY	\$206.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	AMER CANC - American Cancer Charitable Cont*		\$206.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$206.00			
149949	08/21/2025	Open			Accounts Payable	AMERICAN RED CROSS	\$89.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	AMER CROS - Red Cross Charitable Contrib*		\$89.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$89.00			

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149950	08/21/2025	Open			Accounts Payable	AMERICAN VALLEY WASTE OIL INC	\$100.00		
	Invoice		Date	Description		Amount			
	221231		07/07/2025	crushed oil filters		\$100.00			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$100.00			
149951	08/21/2025	Open			Accounts Payable	AT&T Corp	\$584.84		
	Invoice		Date	Description		Amount			
	1005444011		07/11/2025	SRWA - JPA, Surface Water, Operations- Internet Access July 2025		\$584.84			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$584.84			
149952	08/21/2025	Open			Accounts Payable	AT&T MOBILITY	\$2,859.29		
	Invoice		Date	Description		Amount			
	X08042025		07/26/2025	UT - MIFI AND IPADS		\$93.21			
	X07272025		07/19/2025	POLICE JUN 20 - JUL 19 2025		\$2,766.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,766.08			
	420 - WATER			420.11000 (Cash)		\$93.21			
149953	08/21/2025	Open			Accounts Payable	AT&T/SBC	\$31.54		
	Invoice		Date	Description		Amount			
	PD 8/7/25		08/07/2025	Acct# 234 371-3447 543 0/ Police Dept		\$31.54			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$31.54			
149954	08/21/2025	Open			Accounts Payable	Autozone, Inc. DBA Alldata LLC	\$1,500.00		
	Invoice		Date	Description		Amount			
	INVC05914098		07/24/2025	Repair + Access Yearly Subscription Fees		\$1,500.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$510.00			
	505 - Fleet			505.11000 (Cash)		\$990.00			
149955	08/21/2025	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$63.00		
	Invoice		Date	Description		Amount			
	80206367		07/29/2025	ORION CELLULAR JULY 2025		\$63.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$63.00			
149956	08/21/2025	Open			Accounts Payable	Big Jay's Tires Inc DBA Jay's Tires	\$89.95		
	Invoice		Date	Description		Amount			
	1-17382		07/03/2025	POL16-1301 1.00. COMPUTER 4-WHEEL ALIGNMENT		\$89.95			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$89.95			
149957	08/21/2025	Open			Accounts Payable	BIRCH/CALIFORNIA DIESEL COMPLIANCE INC	\$1,725.00		
	Invoice		Date	Description		Amount			
	25-0613		07/09/2025	clean truck smog		\$1,725.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$143.69			

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149958	217 - Streets - Gas Tax			217.11000 (Cash)			\$718.81		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$143.69		
	420 - WATER			420.11000 (Cash)			\$287.56		
	426 - Transit			426.11000 (Cash)			\$431.25		
	08/21/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$6,736.89		
	Invoice			Date	Description	Amount			
	280842			07/14/2025	22741027 (S) MOTOR	\$180.72			
	280843			07/14/2025	84178783 (S) MODULE	\$112.17			
	13988a			07/01/2025	New PJ 20 foot U	\$5,461.02			
	280443a			06/18/2025	(S)CLAMP	\$29.48			
149959	280996			07/22/2025	1 J 0 12703668 (S)PIPE	\$953.50			
	Paying Fund				Cash Account	Amount			
	505 - Fleet			505.11000 (Cash)			\$1,275.87		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$5,461.02		
	08/21/2025	Open			Accounts Payable	Brown Armstrong Accountancy Corporation	\$32,003.86		
	Invoice			Date	Description	Amount			
	281600			07/27/2025	2024 ACFR Audit - Basic F/S & MOIC	\$32,003.86			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$16,001.93			
	255 - CDBG				255.11000 (Cash)	\$800.10			
149960	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$4,800.58			
	420 - WATER				420.11000 (Cash)	\$4,800.58			
	426 - Transit				426.11000 (Cash)	\$4,800.57			
	621 - Successor Agency - Non LMI				621.11000 (Cash)	\$800.10			
	08/21/2025	Open			Accounts Payable	CDW LLC	\$80,123.93		
	Invoice			Date	Description	Amount			
	AF3RX2K			08/05/2025	iPad - Muni Reg Affairs	\$370.90			
	AF4I75M			08/11/2025	Parks Printer	\$368.76			
	AF3SM2W			08/05/2025	Managed Response and Cybersecurity Services	\$79,384.27			
	Paying Fund				Cash Account	Amount			
149961	119 - American Rescue Plan Act				119.11000 (Cash)	\$79,384.27			
	204 - SolidWaste/Recycle/PublicEducati				204.11000 (Cash)	\$370.90			
	246 - Landscape Assessment				246.11000 (Cash)	\$368.76			
	08/21/2025	Open			Accounts Payable	CENTRAL SANITARY SUPPLY LLC dba BRADY INDUSTRIES	\$2,697.14		
	Invoice			Date	Description	Amount			
	10377806			06/30/2025	JANITORIAL PAPER & CLEANING SUPPLIES	(\$107.54)			
	10377807			06/30/2025	JANITORIAL PAPER & CLEANING SUPPLIES	(\$48.22)			
	10310380			07/02/2025	JANITORIAL PAPER & CLEANING SUPPLIES	\$109.10			
	10310381			07/02/2025	JANITORIAL PAPER & CLEANING SUPPLIES	\$68.37			
	10345918			07/11/2025	JANITORIAL PAPER & CLEANING SUPPLIES	\$495.70			
	10356733			07/02/2025	JANITORIAL PAPER & CLEANING SUPPLIES	\$990.79			
	10373292			07/18/2025	JANITORIAL PAPER & CLEANING SUPPLIES	\$358.58			
	10390353			07/23/2025	JANITORIAL PAPER & CLEANING SUPPLIES	\$830.36			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	(\$155.76)			

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	505 - Fleet			505.11000 (Cash)			\$2,852.90		
149962	08/21/2025	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$312.98		
	Invoice		Date	Description		Amount			
	170075101080725		08/07/2025	170075101 / CITY HALL (TV Service) 156 S Broadway #112		\$312.98			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$61.05			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$39.25			
	420 - WATER			420.11000 (Cash)		\$39.26			
	501 - Information Technology			501.11000 (Cash)		\$173.42			
149963	08/21/2025	Open			Accounts Payable	CHILDREN'S CRISIS CENTER	\$364.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	CHLD CRIS - Children Crisis Charitable Cont*		\$364.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$364.00			
149964	08/21/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$316.86		
	Invoice		Date	Description		Amount			
	5274976306		06/10/2025	First Aid & Safety Supplies Management - Muni		\$304.50			
	5277455006		06/24/2025	First Aid & Safety Supplies Management - Fire		\$12.36			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$89.13			
	420 - WATER			420.11000 (Cash)		\$85.13			
	426 - Transit			426.11000 (Cash)		\$77.42			
	505 - Fleet			505.11000 (Cash)		\$65.18			
149965	08/21/2025	Open			Accounts Payable	CONDOR EARTH TECH INC	\$2,782.10		
	Invoice		Date	Description		Amount			
	92366		07/15/2025	PROF SVC 6/9 - 7/8/25 - CUPA TRAINING		\$1,371.55			
	92363		07/15/2025	PROF SVC 6/9 - 7/8/25 - CUPA TRAINING		\$1,410.55			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$2,782.10			
149966	08/21/2025	Open			Accounts Payable	Covenant Care at Home and Covenant Care Hospice	\$165.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	HOSPICE - Hospice Charitable Contribution*		\$165.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$165.00			
149967	08/21/2025	Open			Accounts Payable	CRESCENT SURPLUS INC	\$785.99		
	Invoice		Date	Description		Amount			
	074341		08/06/2025	UNIFORM - JESUS NUNEZ CSO		\$120.82			
	074281		07/25/2025	UNIFORM WAIST ADJ/HEM TROUSERS- NICHOLAS GUTIERREZ		\$84.97			
	457494		07/23/2025	UNIFORM WOOL PNT - NICHOLAS GUTIERREZ RTC		\$181.81			
	074029		07/06/2025	UNIFORM MENS WOOL - NICHOLAS GUTIERREZ		\$170.90			
	456801		07/02/2025	UNIFORM BIKE PATROL PANT - JOEY RODRIGUEZ		\$119.76			
	K56801		07/02/2025	UNIFORM POLO/EMBROIDERY/PATCHES - JOEY RODRIGUEZ		\$107.73			

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

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)		\$558.50		
	202 - Bicycle Safety				202.11000 (Cash)		\$227.49		
149968	08/21/2025	Open			Accounts Payable	DAILY BREAD	\$221.00		
	Invoice		Date		Description		Amount		
	JAN-JUNE 2025		06/27/2025		DAILY - Daily Bread Charitable Contribut*		\$221.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$221.00		
149969	08/21/2025	Open			Accounts Payable	DELL MARKETING LP	\$1,048.39		
	Invoice		Date		Description		Amount		
	10815260930		05/16/2025		Dell Pro XCTO Base		\$1,048.39		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,048.39		
149970	08/21/2025	Open			Accounts Payable	DITTOS COPY CENTERS, INC	\$449.11		
	Invoice		Date		Description		Amount		
	222056		07/28/2025		MARSY'S CARD - CHIEF HEDDEN		\$449.11		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$449.11		
149971	08/21/2025	Open			Accounts Payable	DUBLIN AUTOMOTIVE GROUP DBA TURLOCK CHRYSLER DODGE	\$962.16		
	Invoice		Date		Description		Amount		
	42700		08/13/2025		*General Concern #1 [CUSTOMER STATES THE DRIVER DOOR PANEL FELL		\$962.16		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$962.16		
149972	08/21/2025	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$4,276.49		
	Invoice		Date		Description		Amount		
	38800776		04/30/2025		SIU RENTAL FOR APRIL 2025		\$3,839.75		
	39572286		07/31/2025		SCU RENTAL FOR JULY		\$436.74		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,276.49		
149973	08/21/2025	Open			Accounts Payable	EyeP Solutions Inc.	\$18,573.30		
	Invoice		Date		Description		Amount		
	25-373		06/30/2025		SRWA - Gate Camera and Intercom Replacement		\$18,573.30		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$18,573.30		
149974	08/21/2025	Open			Accounts Payable	FAITH HOME TEEN CHALLENGE	\$90.00		
	Invoice		Date		Description		Amount		
	JAN-JUNE 2025		06/27/2025		TEEN CHALL - Teen Challenge*		\$90.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$90.00		
149975	08/21/2025	Open			Accounts Payable	FASTENAL COMPANY INC	\$118.94		
	Invoice		Date		Description		Amount		
	CATUR198603		07/16/2025		2 2 0 1.25" Split Key Ring 100 100 0 1.25" Brass Tag Blan		\$83.64		
	CATUR198606		07/16/2025		50 50 0 AGA-7-1/2 Glass Fuse TKCA22013 0760101		\$35.30		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	505 - Fleet			505.11000 (Cash)			\$118.94		
149976	08/21/2025	Open			Accounts Payable	FEDERAL EXPRESS	\$344.25		
	Invoice		Date	Description			Amount		
	8-955-65570		08/15/2025	SHIPPING CHARGES FOR 8/15/25			\$344.25		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$132.15		
	420 - WATER			420.11000 (Cash)			\$17.26		
	505 - Fleet			505.11000 (Cash)			\$194.84		
149977	08/21/2025	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$21,168.00		
	Invoice		Date	Description			Amount		
	6455		08/04/2025	Unarmed Security Services for Transit Center July 2025			\$21,168.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$21,168.00		
149978	08/21/2025	Open			Accounts Payable	GARTON TRACTOR INC	\$1,541.83		
	Invoice		Date	Description			Amount		
	P6232301		04/26/2025	5180482 BAR credit for orig P6210301			(\$145.89)		
	R0138201		07/25/2025	4wd ROPS Tractor Charge for usage of			\$1,630.47		
	W2479301		07/25/2025	DELIVER RENTAL KUBOTA M6060 TO CUSTOMER AT 701 S.WALNUT RD			\$57.25		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			(\$145.89)		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,687.72		
149979	08/21/2025	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$36,676.10		
	Invoice		Date	Description			Amount		
	94634		08/15/2025	CUST #24090 - Fuel Expense for 8/1/25 - 8/15/25			\$32,178.05		
	94584		08/15/2025	Fuel for Fire #3			\$2,684.42		
	94376		08/04/2025	Fuel for Fire #3			\$1,813.63		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$20,291.81		
	205 - Sports Facilities			205.11000 (Cash)			\$314.33		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$2,609.94		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,624.99		
	255 - CDBG			255.11000 (Cash)			\$50.39		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,904.82		
	420 - WATER			420.11000 (Cash)			\$3,242.85		
	426 - Transit			426.11000 (Cash)			\$3,365.91		
	450 - SRWA - Operations			450.11000 (Cash)			\$254.62		
	505 - Fleet			505.11000 (Cash)			\$16.44		
149980	08/21/2025	Open			Accounts Payable	GOMES PROPANE	\$267.34		
	Invoice		Date	Description			Amount		
	12944		07/24/2025	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT			\$29.98		
	12929		07/23/2025	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT			\$66.39		
	12932		07/10/2025	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT			\$19.12		
	12933		07/11/2025	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT			\$37.19		
	12936		07/15/2025	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT			\$51.44		
	12946		07/25/2025	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT			\$63.22		

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149981	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$267.34		
	08/21/2025	Open			Accounts Payable	GRAINGER INC, W W	\$932.13		
	Invoice			Date	Description		Amount		
	9543370309			06/17/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$472.42		
	9560866486			07/02/2025	SRWA Supplies - 12 ft Power Cord		\$42.65		
	9569247571			07/11/2025	SRWA Supplies - Filter Regulator		\$305.40		
	9596461476			08/05/2025	SRWA Supplies - Wire Connectors		\$21.98		
	9602686876			08/11/2025	SRWA Supplies - AED Pads for Machine		\$89.68		
	Paying Fund			Cash Account			Amount		
149982	270 - Recreation Grants			270.11000 (Cash)			\$472.42		
	450 - SRWA - Operations			450.11000 (Cash)			\$459.71		
	08/21/2025	Open			Accounts Payable	GREEN HORIZON INC	\$1,660.00		
	Invoice			Date	Description		Amount		
	47563			08/01/2025	SRWA - Landscape Services-Green Horizon July 2025		\$1,660.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$1,660.00		
	08/21/2025	Open			Accounts Payable	Guarantee Janitorial Service	\$6,441.56		
	Invoice			Date	Description		Amount		
	3083			08/18/2025	Bus Stop Cleaning and Waste Removal for July 2025		\$6,441.56		
149983	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$6,441.56		
	08/21/2025	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$1,743.19		
	Invoice			Date	Description		Amount		
	INV00790650			08/06/2025	SRWA supplies - Chlorine Colorimeters		\$1,556.47		
	INV00789767			08/06/2025	STRIKING HEAD PROBE		\$186.72		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$186.72		
	450 - SRWA - Operations			450.11000 (Cash)			\$1,556.47		
	08/21/2025	Open			Accounts Payable	HILMAR READY MIX	\$93.85		
149984	Invoice			Date	Description		Amount		
	13259			07/10/2025	SEWER JOB - 2953 ORCHID		\$93.85		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$93.85		
	08/21/2025	Open			Accounts Payable	INTERSTATE TRUCK CTR	\$345.72		
	Invoice			Date	Description		Amount		
	02P590419			07/23/2025	PB N9267001 SENSOR ASSY-FLUID LEVEL		\$345.72		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$345.72		
	08/21/2025	Open			Accounts Payable	ITRON INC	\$3,710.66		
149985	Invoice			Date	Description		Amount		
	713887			08/12/2025	HOSTING SERVICE 9/1 - 9/30/25		\$3,710.66		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$3,710.66		

City of Turlock

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149988	08/21/2025	Open			Accounts Payable	JARVIS FAY LLP	\$668.50		
	Invoice		Date	Description		Amount			
	20627		07/31/2025	LEGAL SERVICES - TOT ORDINANCE UPDATE		\$668.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$668.50			
149989	08/21/2025	Open			Accounts Payable	JORGENSEN & CO INC	\$280.00		
	Invoice		Date	Description		Amount			
	6205322		07/31/2025	SRWA Portable Fire Extinguisher Inspection & Service July 2025		\$248.00			
	6205408		07/31/2025	SRWA Portable Fire Extinguisher Inspection & Service July 2025		\$32.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$280.00			
149990	08/21/2025	Open			Accounts Payable	Linde Inc.	\$11,432.22		
	Invoice		Date	Description		Amount			
	51340997		08/04/2025	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 8.04.25		\$11,432.22			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$11,432.22			
149991	08/21/2025	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$364.85		
	Invoice		Date	Description		Amount			
	46775853		08/12/2025	ASPHALT		\$91.59			
	46726415		08/07/2025	ASPHALT		\$91.59			
	46756503		08/11/2025	ASPHALT		\$85.55			
	46741257		08/08/2025	ASPHALT		\$96.12			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$364.85			
149992	08/21/2025	Open			Accounts Payable	MAVERICK DATA SYSTEMS	\$456.78		
	Invoice		Date	Description		Amount			
	504		08/12/2025	WARRANT BUILDER SUBSCRIPTION FOR SPECIAL OPS		\$456.78			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$456.78			
149993	08/21/2025	Open			Accounts Payable	Mountain Cascade, Inc.	\$944,621.67		
	Invoice		Date	Description		Amount			
	PP1/CP 23-067BP3		08/19/2025	23-067 Package 3 Roads Program Construction		\$944,621.67			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$944,621.67			
149994	08/21/2025	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	\$118.35		
	Invoice		Date	Description		Amount			
	62638014		08/04/2025	GLV EXAM SM/MD/LG NIGHT ANGEL NITRIL		\$118.35			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$118.35			
149995	08/21/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$1,422.92		
	Invoice		Date	Description		Amount			
	843038		08/12/2025	92652 BK PLS SM 2PC LP MTG BKT		\$1.40			

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	843063		08/12/2025	872010	GRO WIRE		\$45.97		
	843072		08/12/2025	48882616	NB BRAKE ROTOR		\$421.73		
	843077		08/12/2025	276047	TEM NEW COMPRESSOR		\$393.35		
	843093		08/12/2025	85-1	NON GREASE CAP PLUG ()		\$52.11		
	843108		08/12/2025	2230266	SFI CABIN AIR FILTER ()		\$67.89		
	843111		08/13/2025	2011R	MIL LIGHT (M01)		\$130.33		
	843110		08/13/2025	1791MP	3118MP FIL FIL OIL FILTER () FUEL FILTER ()		\$30.52		
	843114		08/13/2025	1394MP	FIL ENGINE OIL FILTER		\$26.29		
	843115		08/13/2025	21372MP	SFI ENGINE OIL FILTER		\$32.59		
	843118		08/13/2025	500654	FIL AIR FILTER		\$91.16		
	843146		08/13/2025	6651614	BK W S WASH ()		\$16.35		
	843151		08/13/2025	3296	FIL FUEL FILTER () 1.00 31.78 8.90 8.90 TR 2003 FORD F350		\$9.67		
	843155		08/13/2025	6981	FIL CABIN AIR ()		\$23.91		
	843137		08/13/2025	45A-3	LIT REFLECTO ()		\$30.31		
	843158		08/13/2025	1791	FIL FILTER ()		\$49.34		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$1,422.92		
149996	08/21/2025	Open			Accounts Payable	Northstar Chemical	\$10,024.89		
	Invoice		Date	Description		Amount			
	315826		07/31/2025	FERRIC CHLORIDE FOR WATER WELL #38		\$6,586.61			
	316368		07/21/2025	SODIUM HYDROXIDE FOR WELL 38		\$3,438.28			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$10,024.89		
149997	08/21/2025	Open			Accounts Payable	NV5 INC.	\$28,958.50		
	Invoice		Date	Description		Amount			
	461900		06/30/2025	SR02, 23-040 Water Line Replacement for 2024 Roads Program		\$28,958.50			
	Paying Fund			Cash Account			Amount		
	414 - Sewer Line/Trunk Construction			414.11000 (Cash)			\$2,895.85		
	420 - WATER			420.11000 (Cash)			\$26,062.65		
149998	08/21/2025	Open			Accounts Payable	Operation Blue Santa	\$198.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	BLUE SANTA - Operation Blue Santa*		\$198.00			
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$198.00		
149999	08/21/2025	Open			Accounts Payable	Operational Technical Services, LLC	\$4,110.00		
	Invoice		Date	Description		Amount			
	5069		07/30/2025	SRWA - Senior Operator MC 7.28.25 - 7.30.25		\$4,110.00			
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$4,110.00		
150000	08/21/2025	Open			Accounts Payable	OREILLY AUTO PARTS	\$459.35		
	Invoice		Date	Description		Amount			
	2800-168319		08/01/2025	MON 139105	QUICK-STRUT	\$333.99			
	2800-170370		08/12/2025	LIS 83210	TORX SOCKET	\$16.28			
	2800-170717		08/13/2025	WIX 51268	OIL FILTER	\$44.56			
	2800-170765		08/13/2025	ATO APP103	SPARK PLUG	\$64.52			

City of Turlock

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150001	Paying Fund				Cash Account		Amount		
	505 - Fleet				505.11000 (Cash)		\$459.35		
	08/21/2025	Open			Accounts Payable	P G & E	\$16,873.45		
	Invoice		Date		Description		Amount		
	701 WLNT 8/10/25		08/10/2025		6224543828-8 / 701 S Walnut Rd		\$87.73		
	CNG 8/10/25		08/10/2025		8466606707-3 / 901 S Walnut Rd CNG		\$568.33		
	WLNT#A 8/10/25		08/10/2025		3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$12,981.03		
	FIRE#4 8/12/25		08/12/2025		7556584382-0 / 2820 N Walnut-Fire #4		\$34.49		
	PSF 8/10/25		08/10/2025		8391988340-1 / 244 N Broadway-PSF		\$3,014.64		
	TRANSIT2 8/10/25		08/10/2025		9448303839-7 / 1418 N Golden State Blvd Ste 2		\$15.11		
	TRANSIT1 8/10/25		08/10/2025		0913752739-7 / 1418 N Golden State Blvd Ste 1		\$9.66		
	COL POOL 8/10/25		08/10/2025		8183464653-1 / 595 Columbia St		\$162.46		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,211.59		
	426 - Transit				426.11000 (Cash)		\$13,005.80		
150002	505 - Fleet				505.11000 (Cash)		\$656.06		
	08/21/2025	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$9,457.87		
	Invoice		Date		Description		Amount		
	0510685876		08/11/2025		LONG STEEL ROMAC		\$740.91		
	0510520733		07/11/2025		Grundfos DDA 60-10 AR-PVC/E/C-F-31A7A7BG		\$5,078.31		
	0510615881-3		08/05/2025		C900		\$2,393.05		
	0510662614		07/31/2025		BUSHING BRASS 270		\$1,245.60		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,355.64		
	420 - WATER				420.11000 (Cash)		\$8,102.23		
150003	08/21/2025	Open			Accounts Payable	PAL	\$206.00		
	Invoice		Date		Description		Amount		
	JAN-JUNE 2025		06/27/2025		PAL - PAL Charitable Contribution*		\$206.00		
	Paying Fund				Cash Account		Amount		
150004	104 - Payroll Clearing Fund				104.11000 (Cash)		\$206.00		
	08/21/2025	Open			Accounts Payable	POLYDYNE INC	\$4,930.50		
	Invoice		Date		Description		Amount		
	1947380		07/22/2025		SRWA SUPPLY AND DELIVERY OF Cationic Polymer		\$4,930.50		
150005	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$4,930.50		
	08/21/2025	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$4,666.09		
	Invoice		Date		Description		Amount		
	11758		07/14/2025		water pump replacement on POL18-1332.		\$3,173.75		
	12812		07/25/2025		CUSTOMER REQUEST TO RELACE BCM. (REPORTS OF LEFT TURN SIGNAL		\$1,492.34		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,666.09		
	08/21/2025	Open			Accounts Payable	R3 Consulting Group, Inc.	\$330.00		
	Invoice		Date		Description		Amount		
150006	124695		08/04/2025		On-Call Solid Waste Consulting through July 31, 2025		\$330.00		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150007	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			\$330.00		
	08/21/2025	Open			Accounts Payable	RECREATION SCHOLARSHIP	\$76.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	REC PROG - Rec Scholarship Charitable Cont*		\$76.00			
150008	104 - Payroll Clearing Fund			104.11000 (Cash)			\$76.00		
	08/21/2025	Open			Accounts Payable	REED INC, GEORGE	\$119.77		
	Invoice		Date	Description		Amount			
	100373114		08/01/2025	ASPHALT		\$119.77			
150009	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$119.77		
	08/21/2025	Open			Accounts Payable	Richard D. Jones, APLC dba Jones Mayer	\$1,964.45		
	Invoice		Date	Description		Amount			
	130425		06/30/2025	Special Counsel Legal Services 6-30-25		\$1,462.50			
150010	110 - General Fund			110.11000 (Cash)			\$1,964.45		
	08/21/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,742.07		
	Invoice		Date	Description		Amount			
	3042843614		08/13/2025	20r4827 - PUMP - IDK		\$2,495.65			
150011	505 - Fleet			505.11000 (Cash)			\$2,742.07		
	08/21/2025	Open			Accounts Payable	SAFE-T-LITE CO INC	\$6,816.41		
	Invoice		Date	Description		Amount			
	405374		07/24/2025	2025 StanCo Fair		\$6,382.44			
150012	110 - General Fund			110.11000 (Cash)			\$6,816.41		
	08/21/2025	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	\$10,220.38		
	Invoice		Date	Description		Amount			
	97856313		07/31/2025	3101483 25UXXOX-PP-DR55-VT UNIVERSAL TRACTOR FLUID		\$4,461.99			
150013	505 - Fleet			505.11000 (Cash)			\$10,220.38		
	08/21/2025	Open			Accounts Payable	SALVATION ARMY	\$128.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	SALV ARMY - Salvation Army Charitable Cont*		\$128.00			
150013	104 - Payroll Clearing Fund			104.11000 (Cash)			\$128.00		
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150014	08/21/2025	Open			Accounts Payable	SHARPENING SHOP	\$228.09		
	Invoice		Date	Description		Amount			
	448365		08/14/2025	FORESTERY HELMET SYSTEM (2)& 5/32 ROUND FILE (6)		\$228.09			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$228.09			
150015	08/21/2025	Open			Accounts Payable	STANISLAUS WILDLIFE CARE	\$116.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	WILD CARE - Wildlife Care Charitable Contrib*		\$116.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$116.00			
150016	08/21/2025	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$90.00		
	Invoice		Date	Description		Amount			
	ENCALADE - D3		08/14/2025	D3 CERTIFICATE		\$90.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$90.00			
150017	08/21/2025	Open			Accounts Payable	STILES TRUCK BODY INC	\$786.43		
	Invoice		Date	Description		Amount			
	71967		07/21/2025	- #22502 Venturo Prop, Valve & Coil		\$786.43			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$786.43			
150018	08/21/2025	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$11,701.45		
	Invoice		Date	Description		Amount			
	SI121609		07/14/2025	JY2AAAA-LEHR Whelen, 56" Justice Lightbar, WC, All Amber, TA, TD		\$1,868.30			
	SI121610		07/14/2025	JY2AAAA-LEHR Whelen, 56" Justice Lightbar, WC, All Amber, TA, TD		\$1,868.30			
	SI121858		07/14/2025	JY2AAAA-LEHR Whelen, 56" Justice Lightbar, WC, All Amber, TA, TD		\$1,807.45			
	SI121881		07/14/2025	JY2AAAA-LEHR Whelen, 56" Justice Lightbar, WC, All Amber, TA, TD		\$2,042.10			
	SI121919		07/14/2025	JY2AAAA-LEHR Whelen, 56" Justice Lightbar, WC, All Amber, TA, TD		\$2,042.10			
	SI122327		08/13/2025	TA125NF2 Whelen TA Arrow Head Style, 12 Lamp, 15" H, 50' Cable,		\$2,023.48			
	SI121200		08/13/2025	PART10013 Patrol Power, Relay Pigtail		\$49.72			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$4,115.30			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$7,586.15			
150019	08/21/2025	Open			Accounts Payable	T I D	\$381,913.38		
	Invoice		Date	Description		Amount			
	083201 - AUG 25		08/11/2025	ACC#0832010000 - AUG 2025		\$8,606.20			
	183201 - AUG 25		08/11/2025	ACC#1832010000 - AUG 2025		\$7,110.96			
	283201 - AUG 25		08/11/2025	ACC#2832010000 - AUG 2025		\$17,084.51			
	383201 - AUG 25		08/11/2025	ACC#3832010000 - AUG 2025		\$4,478.96			
	483201 - AUG 25		08/11/2025	ACC#4832010000 - AUG 2025		\$209,745.76			
	683201 - AUG 25		08/09/2025	ACC#6832010000 - AUG 2025		\$4,811.03			
	773201 - AUG 25		08/09/2025	ACC#7732010000 - AUG 2025		\$9,596.65			
	873201 - AUG 25		08/09/2025	ACC#8732010000 - AUG 2025		\$7,751.15			

City of Turlock

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	973201 - AUG 25		08/11/2025	ACC#9732010000 - AUG 2025			\$112,728.16		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$36,826.21		
	205 - Sports Facilities			205.11000 (Cash)			\$3,789.06		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$7,908.03		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$24,025.99		
	246 - Landscape Assessment			246.11000 (Cash)			\$10,805.80		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$170,253.88		
	416 - Recycled Water Sales			416.11000 (Cash)			\$5,177.25		
	420 - WATER			420.11000 (Cash)			\$119,851.75		
	426 - Transit			426.11000 (Cash)			\$1,438.27		
	505 - Fleet			505.11000 (Cash)			\$1,837.14		
150020	08/21/2025	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,500.00		
	Invoice		Date	Description			Amount		
	23742		07/31/2025	Consulting Services for July 2025			\$5,500.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,750.00		
	420 - WATER			420.11000 (Cash)			\$2,750.00		
150021	08/21/2025	Open			Accounts Payable	TRIMAX MOWING SYSTEMS	\$195.64		
	Invoice		Date	Description			Amount		
	INV2028753		07/21/2025	207-000-009 Spring - Tension 8 ea 6.21 10.00% 44.68			\$74.65		
				Quantity : 8					
	INV2028848		07/25/2025	404-320-129 Scraper - Roller 290			\$120.99		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$195.64		
150022	08/21/2025	Open			Accounts Payable	TURF STAR	\$2,101.47		
	Invoice		Date	Description			Amount		
	INV103045		07/25/2025	134-0860: 134-0860-ARTICULATION			\$253.95		
	INV104377		07/31/2025	110-0621-03: 110-0621-03-BLADE-MEDIUM FLOW (24.5) (Supersedes 110			\$683.51		
	INV104684		07/31/2025	131-6557: 131-6557-ALTERNATOR ASM (Supersedes 98-9474,16241-6401			\$585.74		
	INV104882		08/01/2025	256-268: 256-268-BUSHING			\$578.27		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$2,101.47		
150023	08/21/2025	Open			Accounts Payable	TURLOCK ANIMAL SERVICES	\$389.00		
	Invoice		Date	Description			Amount		
	JAN-JUNE 2025		06/27/2025	ANIM CONT - Animal Control Charitable Contr*			\$389.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$389.00		
150024	08/21/2025	Open			Accounts Payable	TURLOCK CITY TOW INC	\$179.55		
	Invoice		Date	Description			Amount		
	138379		07/26/2025	UNIT 1409 - FLAT TIRE			\$46.17		
	139510		08/05/2025	UNIT 1408 - FLAT TIRE			\$46.17		
	138266		07/21/2025	UNIT 1473 - FLAT TIRE			\$41.04		
	141337		06/30/2025	TOWING SERVICE FOR PD ON 6/30/25			\$46.17		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$179.55		

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150025	08/21/2025	Open			Accounts Payable	TURLOCK FIRE DEPT INC TOY ACCOUNT	\$480.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	TOYS TOTS - Toys for Tots Charitable Contrib*		\$480.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$480.00			
150026	08/21/2025	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$59,532.77		
	Invoice		Date	Description		Amount			
	40101		08/01/2025	SRWA - TID Commissioning Procedures & Normal Operations July 25		\$59,532.77			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$59,532.77			
150027	08/21/2025	Open			Accounts Payable	TURLOCK JOURNAL	\$1,400.00		
	Invoice		Date	Description		Amount			
	399995		07/31/2025	Water Quality Report - CCR		\$400.00			
	399994		07/31/2025	fair guide		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$500.00			
	420 - WATER			420.11000 (Cash)		\$900.00			
150028	08/21/2025	Open			Accounts Payable	TURLOCK POLICE CHAPLAINCY	\$414.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	CHAPLIN - Chaplin Program*		\$414.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$414.00			
150029	08/21/2025	Open			Accounts Payable	TURLOCK POLICE WIDOWS & ORPHANS	\$1,189.00		
	Invoice		Date	Description		Amount			
	JAN-JUNE 2025		06/27/2025	PD WIDOW - Police Widows & Orphans Charitab*		\$1,189.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,189.00			
150030	08/21/2025	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,000,124.91		
	Invoice		Date	Description		Amount			
	AUG 2025 PAYMENT		08/01/2025	AUG 2025 PAYMENT		\$1,000,000.00			
	0003050136		07/31/2025	SRWA - 6 yard Bin Service 8/1/25 - 8/31/25		\$124.91			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000,000.00			
	950 - SRWA - JPA			950.11000 (Cash)		\$124.91			
150031	08/21/2025	Open			Accounts Payable	UMR	\$984.47		
	Invoice		Date	Description		Amount			
	TOSTA SEPT 2025		08/01/2025	Retiree Health Premiums September 2025		\$984.47			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$984.47			
150032	08/21/2025	Open			Accounts Payable	UNDERGROUND SERVICE ALERT	\$4,990.09		
	Invoice		Date	Description		Amount			
	2025131228		07/21/2025	2025 MEMBERSHIP		\$4,990.09			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$4,990.09			

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150033	08/21/2025	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$938,049.56		
	Invoice		Date		Description	Amount			
	PP2/CP 23-067BP2		08/19/2025		23-067 Package 2 Roads Program Construction	\$938,049.56			
	Paying Fund				Cash Account	Amount			
	218 - Measure L				218.11000 (Cash)	\$938,049.56			
150034	08/21/2025	Open			Accounts Payable	UNITED RENTAL INC	\$567.24		
	Invoice		Date		Description	Amount			
	251494024-001		08/08/2025		PUMP SUB CENT 2"	\$532.24			
	251502883-001		08/08/2025		LABOR FOR SHORING PUMP REPAIR	\$35.00			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$567.24			
150035	08/21/2025	Open			Accounts Payable	UNITED WAY OF STANISLAUS	\$337.00		
	Invoice		Date		Description	Amount			
	JAN-JUNE 2025		06/27/2025		UNIT WAY - United Way Charitable Contrib*	\$337.00			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$337.00			
150036	08/21/2025	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$24,688.50		
	Invoice		Date		Description	Amount			
	53234236		08/08/2025		SRWA SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 8.08.25	\$14,739.27			
	53223463		08/05/2025		SRWA Supply & Del. Of Sodium Hydroxide 8.05.25	\$6,217.50			
	53222726		08/01/2025		WELL 30	\$371.67			
	53210706		07/31/2025		CORP YARD	\$1,472.14			
	53210710		07/31/2025		WELL 27	\$428.85			
	53210708		07/31/2025		SW STORAGE TANK	\$887.27			
	53210705		07/31/2025		WELL 36	\$571.80			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420.11000 (Cash)	\$3,731.73			
	450 - SRWA - Operations				450.11000 (Cash)	\$20,956.77			
150037	08/21/2025	Open			Accounts Payable	VCP SALES, LLC	\$2,316.54		
	Invoice		Date		Description	Amount			
	1763		07/30/2025		UNDERWATER CERAMIC PUTTY FOR STORM REPAIR	\$2,316.54			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$2,316.54			
150038	08/21/2025	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	\$5,061.53		
	Invoice		Date		Description	Amount			
	27391564		07/29/2025		300NAVYL Slash Pocket lke	\$114.22			
	7/31/25		07/31/2025		UNIFORM RENTAL & LAUNDRY SERVICES - JULY 2025	\$4,947.31			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$1,363.69			
	205 - Sports Facilities				205.11000 (Cash)	\$184.34			
	217 - Streets - Gas Tax				217.11000 (Cash)	\$215.80			
	246 - Landscape Assessment				246.11000 (Cash)	\$295.89			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$1,412.31			

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150039	420 - WATER			420.11000 (Cash)			\$367.41		
	426 - Transit			426.11000 (Cash)			\$151.60		
	450 - SRWA - Operations			450.11000 (Cash)			\$513.41		
	505 - Fleet			505.11000 (Cash)			\$557.08		
	08/21/2025	Open			Accounts Payable	Viking Shred, LLC	\$264.00		
150040	Invoice		Date	Description		Amount			
	51157292		08/05/2025	CITY WIDE SHREDDING - AUGUST 2025		\$264.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$264.00			
150041	08/21/2025	Open			Accounts Payable	WEBSTER BANK	\$2,971,544.20		
	Invoice		Date	Description		Amount			
	8/3/25		08/03/2025	2022 Sewer Bond Refunding - Principal & Interest		\$2,971,544.20			
	Paying Fund			Cash Account		Amount			
150042	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,971,544.20		
	08/21/2025	Open			Accounts Payable	WECO INDUSTRIES INC	\$3,304.38		
	Invoice		Date	Description		Amount			
	0055850-IN		07/21/2025	UEM-UEMP230-800 EACH		\$2,314.08			
	0056039-IN		07/29/2025	MANHOLE HOOK		\$990.30			
150043	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$990.30			
	505 - Fleet			505.11000 (Cash)		\$2,314.08			
	08/21/2025	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$293.03		
	Invoice		Date	Description		Amount			
150044	852309325		08/01/2025	ONLINE SOFTWARE SUBSCRIPTION FOR 7/1/25 - 7/31/25		\$293.03			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$293.03			
	08/21/2025	Open			Accounts Payable	WESTSIDE MINISTRIES	\$63.00		
	Invoice		Date	Description		Amount			
150045	JAN-JUNE 2025		06/27/2025	WESTSIDE - Westside Ministry Charitable Con*		\$63.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$63.00			
	08/21/2025	Open			Accounts Payable	WEXBANK	\$67.61		
	Invoice		Date	Description		Amount			
150046	106711568		07/15/2025	SHELL FUEL 8-15-25		\$67.61			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$67.61			
	08/21/2025	Open			Accounts Payable	WILLDAN FINANCIAL SVCS	\$3,180.00		
	Invoice		Date	Description		Amount			
150047	010-63038		08/18/2025	CFD Formation Services through 8/1/25		\$3,180.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,180.00			
	08/21/2025	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$41,825.95		
	Invoice		Date	Description		Amount			
150048	1202781		08/01/2025	WISG Broker Fees FY 25-26		\$41,825.95			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150047	510 - Workers Compensation Ins			510.11000 (Cash)			\$11,442.41		
	512 - Casualty Insurance			512.11000 (Cash)			\$30,383.54		
	08/21/2025	Open			Accounts Payable	BERINGER, MONICA	\$216.00		
	Invoice		Date	Description			Amount		
150048	TR 5128 PER DIEM			08/06/2025	WLLE, 9/2/25-9/5/25, SAN DIEGO		\$216.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$216.00		
	08/21/2025	Open			Accounts Payable	CLARK, JESSICA	\$216.00		
150049	Invoice			Date	Description		Amount		
	TR 5128 PER DIEM			08/06/2025	WLLE, 9/2/25-9/5/25, SAN DIEGO		\$216.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$216.00		
150049	08/21/2025				Accounts Payable	CRAWFORD, STEVE	\$150.00		
	Invoice			Date	Description		Amount		
	TR 5174 PER DIEM			08/08/2025	BASIC PEER SUPPORT, 9/7/25 - 9/10/25, SACRAMENTO		\$150.00		
	Paying Fund				Cash Account		Amount		
150050	266 - Police Services Grants				266.11000 (Cash)		\$150.00		
	08/21/2025	Open			Accounts Payable	ECHANDI-SMITH, JAMIE	\$94.00		
	Invoice		Date	Description			Amount		
	TR 5186 PER DIEM			08/08/2025	THE INDIVIDUAL IMPACT:SHAPING CULTURE OF 911, 9/2/25, SUNNYVALE		\$94.00		
150051	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$94.00		
	08/21/2025	Open			Accounts Payable	ENCALADE JR., ANTHONY	\$100.00		
	Invoice		Date	Description			Amount		
150052	ZAENC5420DE04			05/02/2025	RIEMBURSEMENT FOR D3 EXAM FEE		\$100.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$100.00		
	08/21/2025	Open			Accounts Payable	GOMEZ, GUSTAVO	\$150.00		
150053	Invoice			Date	Description		Amount		
	TR 5174 PER DIEM			08/08/2025	BASIC PEER SUPPORT, 9/7/25 - 9/10/25, SACRAMENTO		\$150.00		
	Paying Fund				Cash Account		Amount		
	266 - Police Services Grants				266.11000 (Cash)		\$150.00		
150054	08/21/2025				Accounts Payable	HELP FOR THE HEADSET	\$150.00		
	Invoice			Date	Description		Amount		
	58			07/30/2025	INDIVIDUAL IMPACT, JAMIE ECHANDI-SMITH, 9/2/25		\$150.00		
	Paying Fund				Cash Account		Amount		
150054	110 - General Fund				110.11000 (Cash)		\$150.00		
	08/21/2025	Open			Accounts Payable	HOPSON, CHANDRA	\$186.00		
	Invoice		Date	Description			Amount		
	TR 5180 PER DIEM			08/08/2025	CCUG, 9/9/25-9/13/25, PALM SPRINGS		\$186.00		
150054	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$186.00		

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150055	08/21/2025	Open			Accounts Payable	NARVAEZ, MAYA	\$216.00		
	Invoice		Date	Description			Amount		
	TR 5128 PER DIEM		08/06/2025	WLLE, 9/2/25-9/5/25, SAN DIEGO			\$216.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$216.00		
150056	08/21/2025	Open			Accounts Payable	NEVES, FRANK	\$212.00		
	Invoice		Date	Description			Amount		
	TR 5153 PER DIEM		08/08/2025	K9 COP MAGAZINE CONF, 9/9/25 - 9/12/25, TN			\$212.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$212.00		
150057	08/21/2025	Open			Accounts Payable	SSDTTF	\$147.00		
	Invoice		Date	Description			Amount		
	TR 5174 TUITION		08/08/2025	BASIC PEER SUPPORT, 9/7/25 - 9/10/25, SACRAMENTO - SCRAWFORD			\$147.00		
	Paying Fund			Cash Account			Amount		
	266 - Police Services Grants			266.11000 (Cash)			\$147.00		
150058	08/21/2025	Open			Accounts Payable	SSDTTF	\$147.00		
	Invoice		Date	Description			Amount		
	TR 5174 TUITION		08/08/2025	BASIC PEER SUPPORT, 9/7/25 - 9/10/25, SACRAMENTO - GGOMEZ			\$147.00		
	Paying Fund			Cash Account			Amount		
	266 - Police Services Grants			266.11000 (Cash)			\$147.00		
150059	08/21/2025	Open			Accounts Payable	SSDTTF	\$147.00		
	Invoice		Date	Description			Amount		
	TR 5174 TUITION		08/08/2025	BASIC PEER SUPPORT, 9/7/25 - 9/10/25, SACRAMENTO - JVONKLEIST			\$147.00		
	Paying Fund			Cash Account			Amount		
	266 - Police Services Grants			266.11000 (Cash)			\$147.00		
150060	08/21/2025	Open			Accounts Payable	VON KLEIST, JAIME	\$150.00		
	Invoice		Date	Description			Amount		
	TR 5174 PER DIEM		08/08/2025	BASIC PEER SUPPORT, 9/7/25 - 9/10/25, SACRAMENTO			\$150.00		
	Paying Fund			Cash Account			Amount		
	266 - Police Services Grants			266.11000 (Cash)			\$150.00		

Payment Register

From Payment Date: 8/15/2025 - To Payment Date: 8/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					118 Transactions		\$6,787,237.34		
AP - Accounts Payable Totals									
<u>Checks</u>		<u>Status</u>		<u>Count</u>		<u>Transaction Amount</u>		<u>Reconciled Amount</u>	
		Open		118		\$6,787,237.34		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		118		\$6,787,237.34		\$0.00	
<u>All</u>		<u>Status</u>		<u>Count</u>		<u>Transaction Amount</u>		<u>Reconciled Amount</u>	
		Open		118		\$6,787,237.34		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		118		\$6,787,237.34		\$0.00	
<u>Checks</u>		<u>Status</u>		<u>Count</u>		<u>Transaction Amount</u>		<u>Reconciled Amount</u>	
		Open		118		\$6,787,237.34		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		118		\$6,787,237.34		\$0.00	
<u>All</u>		<u>Status</u>		<u>Count</u>		<u>Transaction Amount</u>		<u>Reconciled Amount</u>	
		Open		118		\$6,787,237.34		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		118		\$6,787,237.34		\$0.00	

Grand Totals:

City of Turlock

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
150061	08/22/2025	Open			Accounts Payable	TURLOCK DOWNTOWN &	\$65,275.24		
	Invoice		Date	Description		Amount			
	FY 24.25.3rdInst		06/30/2025	FY 24/25 PBID Assessments 3rd Installment		\$65,275.24			
	Paying Fund			Cash Account		Amount			
	706 - Prop & Busi Improve Dist (PBID)			706.11000 (Cash)		\$65,275.24			
150062	08/28/2025	Open			Accounts Payable	A-Z BUS SALES INC	\$1,903.20		
	Invoice		Date	Description		Amount			
	INVSAC36947		08/19/2025	6494596 ASSY-COMPRESSOR W/BRACKET		\$1,210.18			
	INVSAC36986		08/20/2025	715269 DRIVERS SIDE MIRROR ASSEMBLY		\$693.02			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$1,903.20			
150063	08/28/2025	Open			Accounts Payable	AFLAC	\$3,812.62		
	Invoice		Date	Description		Amount			
	825444		08/20/2025	INDIVIDUAL AUGUST 2025		\$3,812.62			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,812.62			
150064	08/28/2025	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$488.81		
	Invoice		Date	Description		Amount			
	INV7719		08/20/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$488.81			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$488.81			
150065	08/28/2025	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$45.00		
	Invoice		Date	Description		Amount			
	00006390		08/18/2025	TRA18-1058 WINDSHIELD CHIP REPAIR		\$45.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$45.00			
150066	08/28/2025	Open			Accounts Payable	AT&T / CALNET 3	\$6,712.23		
	Invoice		Date	Description		Amount			
	000023921329		08/13/2025	BAN #9391034901 (T1 LINE - 4-way split) 7/13/25-8/12/25		\$155.40			
	000023921187		08/13/2025	BAN #9391034847 /City-wide system 2096682612957 (7/13/25-8/12/25)		\$747.81			
	000023921183		08/13/2025	BAN #9391034842 / PSF Phones 2096323265 (7/13/25-8/12/25)		\$521.47			
	MULTI 8/13/25		08/13/2025	Multiple COT accounts paid on 8/28/25 (JUL-AUG 2025)		\$5,287.55			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,944.51			
	205 - Sports Facilities			205.11000 (Cash)		\$51.02			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$6.20			
	246 - Landscape Assessment			246.11000 (Cash)		\$6.20			
	255 - CDBG			255.11000 (Cash)		\$15.18			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$227.86			
	420 - WATER			420.11000 (Cash)		\$91.90			
	426 - Transit			426.11000 (Cash)		\$141.25			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150067	501 - Information Technology			501.11000 (Cash)			\$167.34		
	505 - Fleet			505.11000 (Cash)			\$60.77		
	08/28/2025	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$214.00		
	Invoice			Date	Description	Amount			
150068	8/18/25		08/18/2025		Monthly Internet Service - 8/19/25-9/18/25	\$214.00			
	Paying Fund				Cash Account	Amount			
	501 - Information Technology			501.11000 (Cash)			\$214.00		
	08/28/2025	Open			Accounts Payable	AT&T MOBILITY	\$3,318.35		
150069	Invoice			Date	Description	Amount			
	5470X08102025		08/02/2025		ADMIN/ENGINE PHONES JUL 03-AUG 02, 2025	\$981.49			
	5677X07272025		07/19/2025		Municipal Services - AT&T Phone Services	\$1,140.58			
	4173X07272025		07/19/2025		Municipal Services - AT&T Phone Services	\$1,196.28			
150070	Paying Fund				Cash Account	Amount			
	110 - General Fund			110.11000 (Cash)			\$981.49		
	205 - Sports Facilities			205.11000 (Cash)			\$89.26		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,600.98		
150071	420 - WATER			420.11000 (Cash)			\$535.16		
	450 - SRWA - Operations			450.11000 (Cash)			\$111.46		
	08/28/2025	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$17,414.79		
	Invoice			Date	Description	Amount			
150072	755336		06/30/2025		Legal Services June 2025	\$17,414.79			
	Paying Fund				Cash Account	Amount			
	110 - General Fund			110.11000 (Cash)			\$17,414.79		
	08/28/2025	Open			Accounts Payable	BARNES WELDING SUPPLY	\$52.69		
150073	Invoice			Date	Description	Amount			
	0091712411		07/31/2025		CYLINDER RENTAL INVOICE	\$52.69			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$52.69		
150074	08/28/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$568.07		
	Invoice			Date	Description	Amount			
	281386		08/14/2025		24258269 (S) FILTER KIT	\$77.19			
	611302		08/14/2025		b2598h 5/8 weld spring latch	\$8.87			
150075	611341		08/14/2025		b2447 rope kook	\$39.08			
	281407		08/15/2025		85043423 mount	\$216.41			
	281405		08/15/2025		24258269 (S) FILTER KIT	\$154.38			
	281448		08/19/2025		MOUNT; MOTOR, MOUNT, (21 EXPRESS 4500), 85043423	\$72.14			
150076	Paying Fund				Cash Account	Amount			
	505 - Fleet			505.11000 (Cash)			\$568.07		
	08/28/2025	Open			Accounts Payable	California Dept of Transportation	\$6,190.32		
	Invoice			Date	Description	Amount			
150077	SL251169		06/30/2025		SIGNAL & LIGHTING BILL APRIL 2025- JUNE 2025	\$6,190.32			
	Paying Fund				Cash Account	Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)			\$6,190.32		

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150073	08/28/2025	Open			Accounts Payable	CCME, Inc.	\$116,603.41		
	Invoice		Date	Description		Amount			
	7 CP23-067 BP1		07/31/2025	23-067 CM for Roads Task Order 2 BP1 July 2025		\$116,603.41			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$116,603.41			
150074	08/28/2025	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$1,745.40		
	Invoice		Date	Description		Amount			
	278107		08/20/2025	RECYCLED AB		\$1,163.40			
	278108		08/20/2025	RECYCLED AB		\$582.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,745.40			
150075	08/28/2025	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$29,821.11		
	Invoice		Date	Description		Amount			
	84199		07/17/2025	SERVICE CALL - SWAMP COOLER LEAKING - 5/23/25		\$717.59			
	83340		05/09/2025	CITY HALL COMPRESSOR REPLACEMENT		\$6,056.00			
	84297		07/23/2025	SERVICE CALL - NO AC IN DIGESTOR BLDG - 4/14/2025		\$2,341.86			
	84298		07/23/2025	SERVICE CALL - NO AC IN MAT BLDG @ TRAINING GROUNDS - 5/13/2025		\$1,549.93			
	84215		07/17/2025	PM- JUNE 2025; Section 2 & Section 3 (City Hall Server Room)		\$13,867.00			
	84668		08/18/2025	SECTION 3; MAY 2025; FIRE STATION #1 & CITY HALL SERVER ROOM		\$1,117.00			
	84483		08/07/2025	SERVICE CALL - CITY HALL UNIT #7; NO AC - 7/23/2025		\$1,231.64			
	84487		08/07/2025	SERVICE CALL -WQC BLOWER BLDG; ALL (4) ACs NOT WORKING - 7/16/25		\$507.93			
	84486		08/07/2025	SERVICE CALL - MMC IN ACIDD ROOM NOT WORKING - 7/21/2025		\$379.89			
	84669		08/19/2025	SRWA - Champion Repairs & Parts/Service Calls 5.31.25		\$2,052.27			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$15,435.57			
	205 - Sports Facilities			205.11000 (Cash)		\$717.59			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$8,207.68			
	420 - WATER			420.11000 (Cash)		\$326.00			
	426 - Transit			426.11000 (Cash)		\$841.00			
	501 - Information Technology			501.11000 (Cash)		\$1,688.00			
	505 - Fleet			505.11000 (Cash)		\$553.00			
	950 - SRWA - JPA			950.11000 (Cash)		\$2,052.27			
150076	08/28/2025	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$313.73		
	Invoice		Date	Description		Amount			
	0006514081525		08/15/2025	INTERNET AT CITY BLDGS; SENIOR CENTER; MARTY YERBY & RUBE BOESCH		\$313.73			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$313.73			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150077	08/28/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$175.30		
	Invoice		Date	Description		Amount			
	5284884604		08/06/2025	FIRST AID CABINET REFILL - WQC / ELECTRICAL		\$175.30			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$87.65			
	420 - WATER			420.11000 (Cash)		\$87.65			
150078	08/28/2025	Open			Accounts Payable	CITY OF MODESTO	\$32,643.83		
	Invoice		Date	Description		Amount			
	160741		08/01/2025	FIRE ADMINISTRATIVE SERVICES AUG 2025		\$32,643.83			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$32,643.83			
150079	08/28/2025	Open			Accounts Payable	Confluence Engineering Group LLC	\$7,260.00		
	Invoice		Date	Description		Amount			
	33-0725TKWQ2		07/31/2025	PROF SVC 7/1-7/31/25		\$7,260.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$7,260.00			
150080	08/28/2025	Open			Accounts Payable	CULLIGAN INC	\$97.85		
	Invoice		Date	Description		Amount			
	2498143		07/26/2025	ACCT #180900 De-ionized water for WQC Lab		\$97.85			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$97.85			
150081	08/28/2025	Open			Accounts Payable	EQUIFAX	\$10.00		
	Invoice		Date	Description		Amount			
	2067042519		07/31/2025	July 2025 Services		\$10.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$10.00			
150082	08/28/2025	Open			Accounts Payable	FASTENAL COMPANY INC	\$2,783.09		
	Invoice		Date	Description		Amount			
	CATUR199152		08/14/2025	50 0 18902 LockngHolePlug		\$811.59			
	CATUR199054		08/14/2025	Location: Fleet 1-6 Lista 2 10 10 0 #16 1-1/2- 11/16x9/16		\$394.17			
	CATUR199276		08/18/2025	500 500 0 4GaRed 04610StartCbl		\$841.84			
	CATUR199078		08/14/2025	ocation: Fleet 2-29 Lista 1 55 6 6 0 175-AG DRILL 1/2		\$145.19			
	CATUR199238		08/18/2025	Location: Fleet9-4 Lista 2 45 5 5 0 912 GE Lamp TKCA2		\$8.46			
	CATUR199241		08/14/2025	cation: Fleet4-1 Lista 2 34 100 100 0 18900 LockngHole		\$219.59			
	CATUR198602		07/16/2025	HARDING CHECK VALVE		\$362.25			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales			416.11000 (Cash)		\$362.25			
	505 - Fleet			505.11000 (Cash)		\$2,420.84			
150083	08/28/2025	Open			Accounts Payable	FEDERAL EXPRESS	\$123.09		
	Invoice		Date	Description		Amount			
	8-963-70593		08/22/2025	SHIPPING CHARGES FOR 8/22/25		\$123.09			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$123.09			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150084	08/28/2025	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$7,301.00		
	Invoice		Date		Description	Amount			
	6461		07/31/2025		Unarmed Security Services for City Hall July 2025	\$7,007.00			
	6465		07/31/2025		Unarmed Security Services for City Hall Meetings July 2025	\$294.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$7,301.00			
150085	08/28/2025	Open			Accounts Payable	FRESNO TRUCK CENTER DBA KEYES TRUCK CENTER	\$210.71		
	Invoice		Date		Description	Amount			
	F014134321-01		08/13/2025		014F/TDA S472 195 079 0 ABS MODULATOR VALVE	\$210.71			
	Paying Fund				Cash Account	Amount			
	505 - Fleet				505.11000 (Cash)	\$210.71			
150086	08/28/2025	Open			Accounts Payable	GDR ENGINEERING INC	\$9,684.00		
	Invoice		Date		Description	Amount			
	29329		07/31/2025		SR01, 25-020 Fire Station No. 33 Asphalt Repair- 7/31/25	\$6,750.00			
	29330		07/31/2025		SR02, 24-022 Water Line Replacement S Center & Crane 7/31/25	\$2,934.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$6,750.00			
	420 - WATER				420.11000 (Cash)	\$2,934.00			
150087	08/28/2025	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$5,180.05		
	Invoice		Date		Description	Amount			
	L5E0808		05/08/2025		SRWA LABORATORY ANALYSIS SERVICES 5.08.25	\$5,180.05			
	Paying Fund				Cash Account	Amount			
	950 - SRWA - JPA				950.11000 (Cash)	\$5,180.05			
150088	08/28/2025	Open			Accounts Payable	Goldfarb & Lipman LLP	\$4,051.50		
	Invoice		Date		Description	Amount			
	486098		08/18/2025		Legal Services- Housing FY 2024-25-July 2025	\$4,051.50			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$292.00			
	255 - CDBG				255.11000 (Cash)	\$1,569.50			
	256 - Stanislaus Housing Consortium				256.11000 (Cash)	\$1,022.00			
	260 - PLHA-PermanentLocalHousingAlloc				260.11000 (Cash)	\$1,168.00			
150089	08/28/2025	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$1,464.92		
	Invoice		Date		Description	Amount			
	94549		08/14/2025		DEEP WELL OIL	\$1,464.92			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420.11000 (Cash)	\$1,464.92			
150090	08/28/2025	Open			Accounts Payable	GRAINGER INC, W W	\$53.66		
	Invoice		Date		Description	Amount			
	9595076606		08/04/2025		FILTER ELEMENT 25 MICRON	\$53.66			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$53.66			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150091	08/28/2025	Open			Accounts Payable	Granite Appraisal Group	\$1,500.00		
	Invoice		Date	Description		Amount			
	9487		07/24/2025	Single Family Residential Appraisal- 591 Birchwood Way		\$750.00			
	9486		07/22/2025	Single Family Residential Appraisal- 570 Jason Dr		\$750.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$1,500.00			
150092	08/28/2025	Open			Accounts Payable	GREEN HORIZON INC	\$560.00		
	Invoice		Date	Description		Amount			
	47362		08/01/2025	Landscape Services-570 Jason Dr.- July 2025		\$100.00			
	47364		08/01/2025	Landscape Services-2065 Cody Ct, ,July 2025		\$165.00			
	47363		08/01/2025	Landscape Services-1827 Shadow Park Drive -July		\$130.00			
	47365		08/01/2025	Landscape Services-573 Birchwood Way,June		\$165.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$560.00			
150093	08/28/2025	Open			Accounts Payable	HACH COMPANY	\$1,533.00		
	Invoice		Date	Description		Amount			
	14610973		08/05/2025	ASSY FLOW CELL, 1 NPT SENSOR, METRIC		\$1,533.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,533.00			
150094	08/28/2025	Open			Accounts Payable	HCI SYSTEMS, INC	\$750.00		
	Invoice		Date	Description		Amount			
	I0126986		08/13/2025	SRWA Annual Backflow Inspection 8.01.25		\$750.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$750.00			
150095	08/28/2025	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$1,890.24		
	Invoice		Date	Description		Amount			
	INV00798749		08/14/2025	SRWA supplies - DPD Dispenser		\$300.76			
	INV00801415		08/18/2025	SRWA supplies - Digital pH Sensor		\$1,589.48			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,890.24			
150096	08/28/2025	Open			Accounts Payable	HILMAR LUMBER INC	\$762.56		
	Invoice		Date	Description		Amount			
	737855		07/31/2025	FUEL PUMP HOSE / WYE FILTER/ FEMALE ADAPTER/ UNION SXS		\$149.87			
	737972		08/01/2025	ACID MURIATIC GAL		\$19.37			
	737777		07/31/2025	WQC LAB DI WATER LINE		\$17.36			
	737779		07/31/2025	SUMP PUMP FOR WELL # 8		\$64.64			
	737608		07/30/2025	PAINT HARDNER / ABORBENT OIL / WADE PLASTIC POOL		\$40.90			
	736774		07/24/2025	HAMMR DRL BIT SET / BUSHING TT / PPBK CONSCR		\$65.63			
	737419		07/29/2025	BOLT U / WADE PLASTIC POOL BLUE		\$217.37			
	736740		07/24/2025	Supplies for Municipal Services		\$178.81			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	737464		07/29/2025	SPRYPNT			\$8.61		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$680.56		
	420 - WATER			420.11000 (Cash)			\$82.00		
150097	08/28/2025	Open			Accounts Payable	HILMAR READY MIX	\$236.25		
	Invoice		Date	Description			Amount		
	13255		07/08/2025	CONCRETE			\$236.25		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$236.25		
150098	08/28/2025	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$161.82		
	Invoice		Date	Description			Amount		
	46547483		07/23/2025	ASPHALT			\$161.82		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$161.82		
150099	08/28/2025	Open			Accounts Payable	MME	\$651.67		
	Invoice		Date	Description			Amount		
	040022		08/14/2025	S-66165 FLAP SET, STD HEAD W/ BLAST ORF. AND HARDWARE. RE			\$651.67		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$651.67		
150100	08/28/2025	Open			Accounts Payable	MODESTO IRRIGATION DISTRICT	\$18,455.86		
	Invoice		Date	Description			Amount		
	156568		08/14/2025	SRWA - Cost Sharing Tuolumne River Watershed Sanitary Survey			\$18,455.86		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$18,455.86		
150101	08/28/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$8,409.78		
	Invoice		Date	Description			Amount		
	843223		08/14/2025	B2575 TWD SNP LCK 1 2 PING LOAD ()			\$17.58		
	843230		08/14/2025	41-168 AC SPARK PLUG ()			\$246.88		
	843236		08/14/2025	IC369 ECH COIL ON PLUG COIL ()			\$798.62		
	843238		08/14/2025	APP103 ASP SPARK PLUG			\$147.19		
	843229		08/14/2025	41-168 AC SPARK PLUG ()			\$82.29		
	843245		08/14/2025	IC932 ECH COIL ON PLUG COIL ()			\$553.08		
	843298		08/14/2025	94902 LIT C M PL10 PIGTAIL (395)			\$14.60		
	843316		08/15/2025	10202R LIT M C LAMP (395)			\$80.12		
	843319		08/15/2025	7182 3966 6556 FIL FIL FIL FILTER ()			\$106.14		
	843321		08/15/2025	VCJT1 3/8 BRG ADAPTER BRG HOUSING ()			\$632.33		
	843329		08/15/2025	849671 GRO BAT CABL			\$18.09		
	843342		08/15/2025	6898 FIL AIR FILTER ()			\$166.86		
	843383		08/15/2025	3243 FIL FUEL FILTER ()			\$31.26		
	843394		08/15/2025	4211 FIL CABIN AIR FILTER ()			\$45.96		
	843381		08/18/2025	48880875 NB BRAKE ROTOR ()			\$345.08		
	843398		08/18/2025	7989 CHA SPARK PLUG ()			\$1,209.24		
	843410		08/18/2025	IC633 ECH COIL ON PLUG COIL ()			\$632.72		
	843406		08/18/2025	10202R LIT M C LAMP			\$150.34		
	843415		08/18/2025	6556 FIL AIR FILTER () -Credit for Orig 843319			(\$71.31)		

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	843441		08/18/2025		PLUS32 WWS 32 WINDSHIELD WASH		\$109.06		
	843449		08/18/2025		48882616 NB BRAKE ROTOR ()		\$210.86		
	843452		08/18/2025		2850MAX6 IR IMPACT WRENCH-ANVIL		\$1,107.96		
	843491		08/19/2025		30200R LIT 2 INCH M C LAMP (395)		\$22.83		
	843492		08/19/2025		30200Y LIT 2 INCH M C LAMP (395)		\$150.34		
	843517		08/19/2025		T24D NON 1/4 HOSE ()		\$145.03		
	843519		08/19/2025		FS90RFC NON FUEL CAP ()		\$19.52		
	843535		08/19/2025		8465AAA BAT BATTERY		\$808.23		
	843538		08/19/2025		3472MP FIL FUEL FILTER ()		\$12.65		
	843540		08/19/2025		27356MP 3472MP SFI FIL ENGINE OIL FILTER ()		\$36.17		
					FUEL FILTER ()				
	843563		08/20/2025		CATL CHT CARLYLE AIR TOOL LUBR ()		\$8.32		
	843565		08/20/2025		15925 ATP PLATINUM FILTER KIT ()		\$47.86		
	843570		08/20/2025		6804 FIL AIR FILTER		\$89.62		
	843577		08/20/2025		FT9656 FLT DISC BRAKE PAD		\$221.79		
	843605		08/20/2025		40025 EXH EXHAUST FLEX TUBING ()		\$34.03		
	843611		08/20/2025		3152 X 8 WH FITTING ()		\$4.35		
	843613		08/20/2025		7333224 BK CLAMP		\$17.96		
	843623		08/20/2025		102904 NON AIR FIL ()		\$31.00		
	843628		08/20/2025		259341 NBH V-BELT		\$24.48		
	843630		08/20/2025		755-5970 BK WHEEL BEARING ()		\$100.65		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$1,116.28		
	505 - Fleet				505.11000 (Cash)		\$7,293.50		
150102	08/28/2025	Open			Accounts Payable	National Coating & Lining Co	\$41,938.60		
	Invoice		Date		Description		Amount		
	PP4 CP 23-027		07/31/2025		23-027 Secondary Clarifier No. 4 Recoating-7/31/25		\$41,938.60		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$41,938.60		
150103	08/28/2025	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$13,387.50		
	Invoice		Date		Description		Amount		
	202507-2580		06/25/2025		PO IS TO PAY TWO INVOICES FROM LAST F/Y		\$3,125.00		
	202507-2625		06/25/2025		PO IS TO PAY TWO INVOICES FROM LAST F/Y		\$1,450.00		
	202508-2753		07/25/2025		PROF SVC THROUGH 7/25/25		\$3,812.50		
	202508-2828		07/25/2025		PROF SVC THROUGH 7/25/25		\$5,000.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$13,387.50		
150104	08/28/2025	Open			Accounts Payable	NEO GOV	\$36,629.69		
	Invoice		Date		Description		Amount		
	INV-141252		08/28/2025		NeoGov Services FY 25/26		\$36,629.69		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$36,629.69		
150105	08/28/2025	Open			Accounts Payable	NV5 INC.	\$215,837.03		
	Invoice		Date		Description		Amount		
	466831		07/31/2025		23-069 CM for Roads Task Order 6 July 2025		\$649.40		
	466826		07/31/2025		23-068 CM for Roads Task Order 3 BP 1 July 2025		\$9,220.86		
	466828		07/31/2025		23-067 CM for Roads Task Order 5 BP 3 July 2025		\$91,730.79		
	466830		07/31/2025		23-067 CM for Roads Task Order 4 BP 2 July 2025		\$112,787.62		

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	466824		07/31/2025	23-033 CM for Roads Task Order 2 July 2025			\$1,158.69		
	466792		07/31/2025	23-031 CM for Roads Task Order 1A BP2 July 2025			\$289.67		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$215,837.03		
150106	08/28/2025	Open			Accounts Payable	ON THE SPOT DESIGN	\$78.21		
	Invoice		Date	Description			Amount		
	4071		07/16/2025	DIGITAL PRINT DECALS			\$78.21		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$78.21		
150107	08/28/2025	Open			Accounts Payable	Operational Technical Services, LLC	\$7,398.00		
	Invoice		Date	Description			Amount		
	5084		08/10/2025	SRWA - Senior Operator MC 8.06.25 - 8.10.25			\$7,398.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$7,398.00		
150108	08/28/2025	Open			Accounts Payable	OREILLY AUTO PARTS	\$3,860.10		
	Invoice		Date	Description			Amount		
	2800-171037		08/14/2025	ACD 19431551 WIRE SET			\$281.33		
	2800-171044		08/14/2025	5 STD UF825 IGN COIL			\$266.57		
	2800-171119		08/14/2025	MOT FT202 TRANS FILTER			\$165.09		
	2800-172270		08/18/2025	2800-172270			\$343.62		
	2800-172396		08/18/2025	KDT 80601 SP SKT SET			\$92.32		
	2800-172435		08/18/2025	DOR 603-213 COOLNT RESRV			\$70.93		
	2800-172627		08/19/2025	WIX WF10458 FUEL FILTER			\$83.68		
	2800-172659		08/19/2025	WIX 51832 OIL FILTER			\$27.18		
	2800-172770		08/19/2025	RBS SP2407PP DISC PAD SET			\$1,678.21		
	2800-172823		08/19/2025	MON 372729 QUICK-STRUT			\$569.15		
	2800-173001		08/20/2025	GAT K080702 MICRO-V BELT			\$54.05		
	2800-173018		08/20/2025	MON 372730 QUICK-STRUT			\$227.97		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$3,860.10		
150109	08/28/2025	Open			Accounts Payable	OWEN EQUIPMENT SALES	\$792.98		
	Invoice		Date	Description			Amount		
	00068316		08/18/2025	6" FLAT BLADE			\$792.98		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$792.98		
150110	08/28/2025	Open			Accounts Payable	Petrolakis Law & Advocacy, APC	\$43,940.78		
	Invoice		Date	Description			Amount		
	3097		08/06/2025	Subcontracted Legal Counsel 8-6-25			\$4,553.28		
	3090		07/31/2025	Meetings - City Council 7-31-25			\$1,230.00		
	3091		07/31/2025	Meetings - Planning Commission 7-31-25			\$810.00		
	3092		07/31/2025	Meetings - Other Recurring 7-31-25			\$1,560.00		
	3093		07/31/2025	Cannabis Regulation 7-31-2025			\$210.00		
	3094		07/31/2025	Ordinance Skill Games 7-31-2025			\$8,115.00		
	3095		07/31/2025	Ordinance Massage 7-31-2025			\$4,035.00		
	3096		07/31/2025	Ordinance Sidewalk Vending 7-31-2025			\$5,120.00		
	3108		07/31/2025	General Municipal 7-31-2025			\$18,307.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$43,940.78		

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150111	08/28/2025	Open			Accounts Payable	PIRO ENTERPRISES, INC.	\$19,810.68		
	Invoice		Date	Description		Amount			
	LMD FY2526		08/25/2025	REFUND OF VICTORIA ESTATES ASSMT DISTRICT BALANCE, PROJ 7042		\$19,810.68			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$19,810.68			
150112	08/28/2025	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	\$192,283.26		
	Invoice		Date	Description		Amount			
	122225		08/14/2025	City of Turlock-Well 35 Grant Assistance		\$963.20			
	122156		07/31/2025	23-068 Design Task Order 2 Roads CIP July 2025		\$9,977.03			
	122157		07/31/2025	25-024 Design Task Order 3 for Roads CIP July 2025		\$97,150.49			
	122158		07/31/2025	25-025 Design Task Order 4 Roads CIP July 2025		\$84,192.54			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$191,320.06			
	422 - Well Remediation			422.11000 (Cash)		\$963.20			
150113	08/28/2025	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$893.75		
	Invoice		Date	Description		Amount			
	252600		08/14/2025	1065 tow bill		\$893.75			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$893.75			
150114	08/28/2025	Voided	INCORRECT ENTRY	08/29/2025	Accounts Payable	REED INC, GEORGE	\$416.07		
	Invoice		Date	Description		Amount			
	100374063		08/12/2025	ASPHALT		\$111.53			
	100374630		08/18/2025	ASPHALT		\$105.12			
	100374188		08/13/2025	ASPHALT		\$199.42			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$416.07			
150115	08/28/2025	Open			Accounts Payable	REED INC, GEORGE	\$105.12		
	Invoice		Date	Description		Amount			
	100374480		08/15/2025	ASPHALT		\$105.12			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$105.12			
150116	08/28/2025	Open			Accounts Payable	Rexel USA, Inc.	\$13,590.30		
	Invoice		Date	Description		Amount			
	S142605999.001		08/15/2025	SRWA - Rockwell Software License, Updates., & Support		\$13,590.30			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$13,590.30			
150117	08/28/2025	Open			Accounts Payable	Richard D. Jones, APLC dba Jones Mayer	\$2,039.67		
	Invoice		Date	Description		Amount			
	129841		05/31/2025	Jones Mayer Special Counsel 5-31-25		\$2,039.67			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,039.67			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150118	08/28/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$639.02		
	Invoice		Date	Description		Amount			
	3042906449		08/19/2025	3538578:CT GASKET		\$105.05			
	3042910762		08/19/2025	GU5Z14526H:FRD FUSE		\$30.47			
	3042913964		08/20/2025	4 5C3Z3020BB:FRD BUMPER		\$447.23			
	3042913277		08/20/2025	577.A5338:AUI ABS SENSOR KIT STRAIGHT		\$56.27			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$639.02			
150119	08/28/2025	Open			Accounts Payable	SAFE-T-LITE CO INC	\$528.82		
	Invoice		Date	Description		Amount			
	405837		08/19/2025	2025 OLOA Feast Parade		\$528.82			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$528.82			
150120	08/28/2025	Open			Accounts Payable	SHARPENING SHOP	\$1,150.32		
	Invoice		Date	Description		Amount			
	448401		08/15/2025	25.4 CC PRO TORQUE TIMMER AND EDGER BLADES (100)		\$911.36			
	448723		08/21/2025	30.5 CC CHAIN SAW W/ 16" B&C		\$238.96			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$238.96			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$911.36			
150121	08/28/2025	Open			Accounts Payable	SIEMENS INDUSTRY INC	\$9,696.12		
	Invoice		Date	Description		Amount			
	5671964349		08/08/2025	Siemens 4" Mag 5100W - NBR 7ME6520-3TJ13-2AA2		\$4,848.06			
	5671987699		08/18/2025	Siemens 4" Mag 5100W-NBR7ME6520-3TJ13-2AA2 SWR METER FAIRGROUNDS		\$4,848.06			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,848.06			
	420 - WATER			420.11000 (Cash)		\$4,848.06			
150122	08/28/2025	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$18,246.50		
	Invoice		Date	Description		Amount			
	23044589		07/30/2025	Traffic signal preventative maintenance&repair services JULY RE		\$11,646.50			
	23044590		07/31/2025	PAINT AND TAPE BACKPLATES		\$6,600.00			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$18,246.50			
150123	08/28/2025	Open			Accounts Payable	STILES TRUCK BODY INC	\$818.76		
	Invoice		Date	Description		Amount			
	72071		08/13/2025	#22873 Venturo 3 position, 4-way valve and coil assembly for #22		\$818.76			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$818.76			
150124	08/28/2025	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$1,942.40		
	Invoice		Date	Description		Amount			
	SI122528		08/18/2025	MU-3242 Mini-UHF Straight Male (Plug) Crimp Connector for RG-58A		\$74.10			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	S121611		07/23/2025	JY2AAAA-LEHR Whelen, 56"	Justice Lightbar, WC, All		\$1,868.30		
	Paying Fund			Amber, TA, TD			Amount		
	505 - Fleet			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			505.11000 (Cash)			\$74.10		
				506.11000 (Cash)			\$1,868.30		
150125	08/28/2025	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$410,898.37		
	Invoice		Date	Description			Amount		
	10083T		08/25/2025	Management and Operation of Turlock Transit July 2025			\$410,898.37		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$410,898.37		
150126	08/28/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description			Amount		
	081625BECCHETTI		08/22/2025	081625 PAYROLL WITHHOLDING			\$405.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$405.35		
150127	08/28/2025	Open			Accounts Payable	T I D	\$75.47		
	Invoice		Date	Description			Amount		
	080925 2065 Cody		08/09/2025	0978821449 2065 Cody Ct.			\$27.59		
	080925 570 Jason		08/09/2025	6279743328 570 Jason Dr			\$22.63		
	080925 573Birchw		08/09/2025	0826525611 573 BIRCHWOOD Way			\$25.25		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$75.47		
150128	08/28/2025	Open			Accounts Payable	TRIMAX MOWING SYSTEMS	\$436.27		
	Invoice		Date	Description			Amount		
	INV2029753		08/19/2025	414-000-100 Roller Weldment - LocTek 160			\$436.27		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$436.27		
150129	08/28/2025	Open			Accounts Payable	TURLOCK SMOG LLC	\$28.00		
	Invoice		Date	Description			Amount		
	#11422		08/14/2025	BLD14-358 SMOG			\$28.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$28.00		
150130	08/28/2025	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$614,672.87		
	Invoice		Date	Description			Amount		
	PP5/CP 23-067		07/31/2025	23-067 Construction Roads CIP Projects BP1 July 2025			\$614,672.87		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			\$614,672.87		
150131	08/28/2025	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$89,200.57		
	Invoice		Date	Description			Amount		
	53234235		08/08/2025	SODIUM HYPOCHLORITE			\$8,931.94		
	53223464		08/05/2025	SODIUM HYPOCHLORITE			\$16,099.52		
	53217197		08/01/2025	SODIUM HYPOCHLORITE			\$16,249.26		
	53206501		07/29/2025	SODIUM HYPOCHLORITE			\$16,456.54		
	53213298		08/01/2025	SODIUM BISULFITE			\$7,496.94		

City of Turlock

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	53198445		07/25/2025		SODIUM HYPOCHLORITE		\$16,821.06		
	53251284		08/15/2025		WELL 30		\$375.25		
	53251286		08/18/2025		WELL 31		\$446.72		
	53251987		08/15/2025		WELL 33		\$661.15		
	53251989		08/15/2025		WELL 32		\$607.54		
	53247872		08/14/2025		SE STORAGE TANK		\$982.78		
	53247873		08/14/2025		NW STORAGE TANK		\$821.97		
	53247874		08/14/2025		WELL 20		\$628.98		
	53247878		08/14/2025		WELL 37		\$1,179.34		
	53247881		08/15/2025		SW STORAGE TANK		\$834.04		
	53247876		08/14/2025		WELL 27		\$607.54		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$82,055.26		
	420 - WATER				420.11000 (Cash)		\$7,145.31		
150132	08/28/2025	Open			Accounts Payable	US BANK	\$995,625.00		
	Invoice		Date		Description		Amount		
	2985053		08/19/2025		TURLOCK PUBLIC FINANCING AUTHORITY LEASE REV BONDS SERIES 2025		\$995,625.00		
	Paying Fund				Cash Account		Amount		
	115 - Measure A - Roads				115.11000 (Cash)		\$995,625.00		
150133	08/28/2025	Open			Accounts Payable	VERIZON WIRELESS	\$5,033.73		
	Invoice		Date		Description		Amount		
	6120181016		08/03/2025		972530635-00038 SRWA Monthly Service & Equipment 8.03.25		\$499.93		
	6120181009		08/03/2025		972530635-00028 Recreation Jul 04-Aug 03 2025		\$1,349.22		
	6120181013		08/03/2025		972530635-00033 Transit Jul 04-Aug 03 2025		\$299.41		
	6120181006		08/03/2025		972530635-00023 Engineering Jul 04-Aug 03 2025		\$473.77		
	6120181010		08/03/2025		972530635-00029 UTILITIES Jul 04-Aug03 2025		\$1,323.09		
	6120181014		08/03/2025		972530635-00036 Maintenance Jul 04-Aug 03 2025		\$492.19		
	6120181011		08/03/2025		972530635-00030 WQC Jul 04-Aug 03 2025		\$494.13		
	6120181012		08/03/2025		972530635-00032 Electrical WQC Jul 04-Aug 03 2025		\$59.52		
	6120181015		08/03/2025		972530635-00037 Master Radio WQC Jul 04-Aug 03 2025		\$42.47		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,412.97		
	205 - Sports Facilities				205.11000 (Cash)		\$68.03		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$261.39		
	246 - Landscape Assessment				246.11000 (Cash)		\$80.02		
	270 - Recreation Grants				270.11000 (Cash)		\$454.71		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,192.91		
	420 - WATER				420.11000 (Cash)		\$724.30		
	426 - Transit				426.11000 (Cash)		\$299.41		
	450 - SRWA - Operations				450.11000 (Cash)		\$499.93		
	505 - Fleet				505.11000 (Cash)		\$40.06		
150134	08/28/2025	Voided	INCORRECT ENTRY	08/29/2025	Accounts Payable	WESTERN VIEW MOBILE RANCH	\$651.00		
	Invoice		Date		Description		Amount		
	September 2025		08/18/2025		Mobile Rent Subsidy Program FY 2025-26- August 2025		\$651.00		

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150135	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$651.00		
	08/28/2025	Open			Accounts Payable	WESTWOOD PROFESSIONAL SERVICES, INC.	\$1,186.25		
	Invoice			Date	Description		Amount		
150136	1250701854			06/30/2025	SR02, 19-51 Columbia Pool Improvements-6/30/2025		\$237.50		
	125701856			06/30/2025	SR03, 21-043 Northeast Neighborhood Park-6/30/25		\$948.75		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			\$948.75		
150137	301 - Capital Improvements			301.11000 (Cash)			\$237.50		
	08/28/2025	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$218.84		
	Invoice			Date	Description		Amount		
	S2259222.001			07/28/2025	DRY CONTACTS FOR MCC IN ACID PHASE BUILDING FOR UNERDRAIN PUMP 1		\$218.84		
150138	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$218.84		
	08/28/2025	Open			Accounts Payable	World Oil, LLC	\$1,669.46		
	Invoice			Date	Description		Amount		
150139	I500-01255861			08/13/2025	OIL & ABS PER DRUM - 55 GL DR (6); 55 GAL O/T TOP DRUM RECON (2)		\$1,669.46		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$1,669.46		
	08/28/2025	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$1,600.00		
150140	Invoice			Date	Description		Amount		
	INV00203761			07/01/2025	FIRE - MONTHLY FIRERMS SERVICES - JULY 2025		\$1,600.00		
	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			\$1,600.00		
150141	08/28/2025	Open			Accounts Payable	ASMAR, SONIA	\$3.00		
	Invoice			Date	Description		Amount		
	18296222			06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$3.00		
	Paying Fund			Cash Account			Amount		
150142	110 - General Fund			110.11000 (Cash)			\$3.00		
	08/28/2025	Open			Accounts Payable	ASMAR, SONIA	\$295.00		
	Invoice			Date	Description		Amount		
	18296224			06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$295.00		
150143	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$295.00		
	08/28/2025	Open			Accounts Payable	BURGETT, JESSICA	\$76.90		
	Invoice			Date	Description		Amount		
150144	18296637			06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$76.90		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$76.90		
	08/28/2025	Open			Accounts Payable	CARMONA, KRISTIN	\$228.00		
150145	Invoice			Date	Description		Amount		
	18295860			06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$228.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$228.00		

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150143	08/28/2025	Open			Accounts Payable	CARMONA, KRISTIN	\$1,615.00		
	Invoice		Date	Description		Amount			
	18295873		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$1,615.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,615.00			
150144	08/28/2025	Open			Accounts Payable	CARMONA, KRISTIN	\$1,859.00		
	Invoice		Date	Description		Amount			
	18295871		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$1,859.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,859.00			
150145	08/28/2025	Open			Accounts Payable	COOK, MELYSSA	\$11.25		
	Invoice		Date	Description		Amount			
	18341383		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$11.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$11.25			
150146	08/28/2025	Open			Accounts Payable	CORNWELL, BRAD	\$45.00		
	Invoice		Date	Description		Amount			
	18480057		08/18/2025	PLAY PROGRAM FAMILY CREDIT		\$45.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$45.00			
150147	08/28/2025	Open			Accounts Payable	CRAIG, AMANDA	\$38.00		
	Invoice		Date	Description		Amount			
	18296291		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$38.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$38.00			
150148	08/28/2025	Open			Accounts Payable	DAMIAN, JOANNA	\$20.00		
	Invoice		Date	Description		Amount			
	18296174		06/30/2025	ASES FAMILY CREDIT		\$20.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$20.00			
150149	08/28/2025	Open			Accounts Payable	DIAS, TIA	\$25.00		
	Invoice		Date	Description		Amount			
	18296654		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$25.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$25.00			
150150	08/28/2025	Open			Accounts Payable	ELLIS, FAITH	\$57.50		
	Invoice		Date	Description		Amount			
	18296719		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$57.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$57.50			
150151	08/28/2025	Open			Accounts Payable	FINCH, ERIC	\$44.00		
	Invoice		Date	Description		Amount			
	TR#5187-FINCH		08/21/2025	Waterwise Pro D1-D5 Distrib. Prep Exam - Oakley- 9/8		\$44.00			
				-9/9/25					
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$44.00			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150152	08/28/2025	Open			Accounts Payable	GARCIA, MIGUEL	\$44.00		
	Invoice		Date	Description		Amount			
	TR#5187-GARCIA		08/21/2025	Waterwise Pro D1-D5 Distrib. Prep Exam - Oakley- 9/8-9/9/25		\$44.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$44.00			
150153	08/28/2025	Open			Accounts Payable	GIOVACCHINI, GINA	\$111.98		
	Invoice		Date	Description		Amount			
	TR 5166 DEMAND		08/18/2025	UBER AND LUGGAGE REIMBURSEMENT		\$111.98			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$111.98			
150154	08/28/2025	Open			Accounts Payable	GIOVACCHINI, GINA	\$109.68		
	Invoice		Date	Description		Amount			
	TR 5170 DEMAND		08/18/2025	UBER AND LUGGAGE REIMBURSEMENT		\$109.68			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$109.68			
150155	08/28/2025	Open			Accounts Payable	HIGAREDA, GERARDO	\$640.00		
	Invoice		Date	Description		Amount			
	TR 5181 PER DIEM		08/20/2025	ICI CORE, 9/14/25-9/26/25, MONTEREY		\$640.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$640.00			
150156	08/28/2025	Open			Accounts Payable	HINOJOS, BRIANA	\$190.00		
	Invoice		Date	Description		Amount			
	18296332		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$190.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$190.00			
150157	08/28/2025	Open			Accounts Payable	HUBER, DEBBIE	\$80.00		
	Invoice		Date	Description		Amount			
	18296574		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$80.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$80.00			
150158	08/28/2025	Open			Accounts Payable	Juenemann, Francesca	\$51.25		
	Invoice		Date	Description		Amount			
	18296736		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$51.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$51.25			
150159	08/28/2025	Open			Accounts Payable	KYTE, VICTORIA	\$256.50		
	Invoice		Date	Description		Amount			
	18342336		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$256.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$256.50			
150160	08/28/2025	Open			Accounts Payable	LOPEZ, BIANCA	\$311.50		
	Invoice		Date	Description		Amount			
	18340763		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$311.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$311.50			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150161	08/28/2025	Open			Accounts Payable	LU, YING	\$40.00		
	Invoice		Date	Description		Amount			
	18341339		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$40.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$40.00			
150162	08/28/2025	Open			Accounts Payable	MAGANA , LORENZO	\$44.00		
	Invoice		Date	Description		Amount			
	TR#5187-MAGANA		08/21/2025	Waterwise Pro D1-D5 Distrib. Prep Exam - Oakley- 9/8 -9/9/25		\$44.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$44.00			
150163	08/28/2025	Open			Accounts Payable	MANNARD, LOREN	\$34.50		
	Invoice		Date	Description		Amount			
	18342345		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$34.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$34.50			
150164	08/28/2025	Open			Accounts Payable	MATIAS, FABIOLA, KENIA	\$75.00		
	Invoice		Date	Description		Amount			
	18340900		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$75.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$75.00			
150165	08/28/2025	Open			Accounts Payable	MERCADO, SUSANA	\$40.00		
	Invoice		Date	Description		Amount			
	18341086		06/30/2025	PLAY PROGRAM FAMILY CREDIT		\$40.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$40.00			
150166	08/28/2025	Open			Accounts Payable	NAVARRO, FRANCISCO	\$162.95		
	Invoice		Date	Description		Amount			
	TR 5166 DEMAND		08/19/2025	UBER, LUGGAGE & AIRPORT PARKING		\$162.95			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$162.95			
150167	08/28/2025	Open			Accounts Payable	OBRYAN, WHITNEE	\$1,404.87		
	Invoice		Date	Description		Amount			
	18480859		08/18/2025	SUMMER CAMP PROGRAM FAMILY CREDIT		\$1,404.87			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,404.87			
150168	08/28/2025	Open			Accounts Payable	ROMO, PABLO	\$44.00		
	Invoice		Date	Description		Amount			
	TR#5187-ROMO		08/21/2025	Waterwise Pro D1-D5 Distrib. Prep Exam - Oakley- 9/8 -9/9/25		\$44.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$44.00			
150169	08/28/2025	Open			Accounts Payable	WRIGHT, LORRAINE	\$50.00		
	Invoice		Date	Description		Amount			
	R25-008108		08/19/2025	A/C REFUND		\$50.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$50.00			

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150170	08/28/2025	Open			Utility Management Refund	CRAIN, JON	\$318.06		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		808067-004	MOVE OUT CREDIT	08/26/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$318.06		
150171	08/28/2025	Open			Utility Management Refund	FOSTER TURKEY PRODUCT	\$2,913.63		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Commercial Flat		171697-001	CUSTOMER REQUEST	08/26/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$2,913.63		
150172	08/28/2025	Open			Utility Management Refund	HARRISON, PAUL, NICHOLAS	\$193.38		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		290904-005	MOVE OUT CREDIT	08/26/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$193.38		
150173	08/28/2025	Open			Utility Management Refund	MERGE, HAYDE	\$250.03		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		T00546-012	MOVE OUT CREDIT	08/26/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$250.03		

Type Check Totals:

AP - Accounts Payable Totals

113 Transactions

\$3,119,836.99

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	111	\$3,118,769.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$1,067.07	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	113	\$3,119,836.99	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	111	\$3,118,769.92	\$0.00

Payment Register

From Payment Date: 8/22/2025 - To Payment Date: 8/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$1,067.07	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	113	\$3,119,836.99	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	111	\$3,118,769.92	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	2	\$1,067.07	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	113	\$3,119,836.99	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	111	\$3,118,769.92	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	2	\$1,067.07	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	113	\$3,119,836.99	\$0.00

Payment Register

From Payment Date: 6/1/2025 - To Payment Date: 6/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>EFT</u>									
5965	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	822914532		06/17/2025	PREMIUMS JUNE 2025 - COBRA		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			
5966	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description		Amount			
	822914535		06/17/2025	PREMIUMS JUNE 2025 - RETIREES		\$81.76			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$81.76			
5967	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	822914537		06/17/2025	PREMIUMS JUNE 2025 - TMAPS		\$30.66			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$30.66			
5968	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$424.13		
	Invoice		Date	Description		Amount			
	822914539		06/17/2025	PREMIUMS JUNE 2025 - TAPO		\$424.13			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$424.13			
5969	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$199.29		
	Invoice		Date	Description		Amount			
	822914541		06/17/2025	PREMIUMS JUNE 2025 - FIRE		\$199.29			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$199.29			
5970	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.65		
	Invoice		Date	Description		Amount			
	822914533		06/17/2025	PREMIUMS JUNE 2025 - CONFIDENTIAL		\$76.65			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$76.65			
5971	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$904.47		
	Invoice		Date	Description		Amount			
	822914534		06/17/2025	PREMIUMS JUNE 2025 - TCEA		\$904.47			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$904.47			
5972	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$25.55		
	Invoice		Date	Description		Amount			
	822914543		06/17/2025	PREMIUMS JUNE 2025 - EXECUTIVE TEAM		\$25.55			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$25.55			
5973	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$97.09		
	Invoice		Date	Description		Amount			
	822914544		06/17/2025	PREMIUMS JUNE 2025 - MANAGEMENT		\$97.09			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$97.09			

Payment Register

From Payment Date: 6/1/2025 - To Payment Date: 6/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5974	06/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	822903107		06/17/2025	PREMIUMS JUNE 2025 - CITY OF TURLOCK		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			
5981	06/25/2025	Open			Accounts Payable	US BANK-VISA	\$200,982.17		
	Invoice		Date	Description		Amount			
	6/23/2025X9452		06/25/2025	Procurement Card Charges - 6/23/25 Statement		\$200,982.17			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$200,982.17			

Type EFT Totals:

AP - Accounts Payable Totals

11 Transactions

\$202,852.43

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$202,852.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	11	\$202,852.43	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$202,852.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	11	\$202,852.43	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$202,852.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	11	\$202,852.43	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$202,852.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	11	\$202,852.43	\$0.00

City Council Meeting Minutes



August 26, 2025

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

1. **CALL TO ORDER**
2. **SALUTE TO THE FLAG**
3. **ROLL CALL AND DECLARATION OF CONFLICTS**

Present: Councilmembers Cassandra Abram, Kevin Bixel, Erika Phillips, Vice Mayor
Rebecka Monez and Mayor Amy Bublak
Absent: None

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

4. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

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

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

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

A. Presentation: Roads Program Update (Pezeshk)

Roads Program Manager Pezeshk presented the roads program update.

6. **PUBLIC PARTICIPATION**

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

Richard Fortado
Karina Mendoza
Milt Triewelier
Connie Stone
Justin Farkas
Julie Fox
Dave Colnick
Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

7. **CITY MANAGER REPORTS/UPDATES**

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, August 26, 2025**

Interim City Manager Borrego offered an update on the Housing Element and the HCD (Housing and Community Development) submission from the City of Turlock Housing department. In addition, Ms. Borrego advised she attended the Animal Shelter Olympics in Lathrop recently, which concluded with a dog from the City of Turlock's Animal Shelter being adopted. Turlock Transit's 50th year of operation was mentioned as well as Save Mart's grand reopening, which hosted a friendly competition between City of Turlock's Police Chief Hedden and City of Turlock's Deputy Fire Chief Evans. Lastly, Interim City Manager Borrego advised of two upcoming events: the 7th Annual Warriors Explore Downtown Turlock and the Annual Melon Carnival, which will be held in September.

8. CONSENT CALENDAR

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

Milt Trieweiler

With no further comments, Mayor Bublak closed public comment.

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

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

- A. Motion: Accepting the Weekly demands of August 1, 2025 through August 14, 2025 in the total amount of \$3,877,074.20, and the Investment and Cash Report for July 2025 in the amount of \$316,336,183.01

Action: Approved Motion

- B. Motion: Accepting the Minutes of the August 12, 2025 Regular City Council Meeting

Action: Approved Motion

- C. Motion: Waiving Reading of Title and Text of All Ordinances Included in the Agenda

Action: Approved Motion

- D. Resolution: Approving an agreement (City Contract No. 2026-023) with Safety Center, Incorporated in response to RFQ No. 25-007 for Safety Management Services for a period of three (3) years for a total not-to-exceed amount of \$450,000 to be expensed to various Funds (Huff)

Action: Approved Resolution No. 2025-164

- E. Resolution: Approving an Amendment to the Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority (Loehr)

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, August 26, 2025**

Action: Approved Resolution No. 2025-165

- F. Resolution: Declaring the Intention to Order Annexation No. 38 for the property located at 300 N. Soderquist Road (Stanislaus County Assessor's Parcel 061-003-040) to Existing Community Facilities District No. 2 (Services Mitigation) (Werner)

Action: Approved Resolution No. 2025-166

- G. Resolution: Accepting the Turlock Downtown Property Owners Association 2024-2025 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650 (Sims)

Action: Approved Resolution No. 2025-167

9. FINAL READINGS

- A. Ordinance: Second and Final of an Ordinance adding Turlock Municipal Code Title 3 (Finance), Chapter 3-9 (Construction Taxes), Article 9 (Community Facilities District Number 3) (Morris)

Mayor Bublak opened the item for public comment and with none, closed public comment.

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

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

Action: Approved Ordinance 1333-CS

10. PUBLIC HEARINGS

- A. Resolution: Superseding and replacing Resolution No. 2023-054 and adopting updated cost recovery percentages, schedule of fees and charges for City services, pursuant to Turlock Municipal Code Section 3-3-301 et seq. (Moreno)

Finance Director Moreno provided a summary of the updates to the User Fee Schedule.

Mayor Bublak opened the item for public comment and with none, closed public comment.

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

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, August 26, 2025**

Yes	Yes	Yes	Yes	Yes
-----	-----	-----	-----	-----

Action: Approved Resolution No. 2025-168

- B. Resolution: Approving the first substantial amendment to the Fiscal Year 2024-2025 City of Turlock/Stanslaus County HOME Consortium Annual Action Plan for the HOME Investment Partnerships (HOME) Program, authorizing the submission of the Annual Action Plan amendment to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim City Manager to execute all related and necessary documents. (Figueroa)

Housing Program Manager Figueroa presented the item.

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

Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

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

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

Action: Approved Resolution No. 2025-169

11. ACTION ITEMS

- A. Authorizing the sale of 3 City-owned properties to an income-eligible first-time homebuyer through a Council-approved lottery system (Figueroa)

Resolution: Authorizing the sale of property located at 570 Jason Drive, Turlock, California, Stanislaus County APN 050-036-008, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

Resolution: Authorizing the sale of property located at 1827 Shadow Park Drive, Turlock, California, Stanislaus County APN 088-015-057, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

Resolution: Authorizing the sale of property located at 2065 Cody Court, Turlock, California, Stanislaus County APN 089-004-012, to an income-eligible first-time homebuyer through a

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, August 26, 2025**

lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

Housing Program Manager Figueroa presented the item.

Mayor Bublak opened the item for public comment and with none, closed public comment.

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

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

Action: Approved Resolution No. 2025-170
Approved Resolution No. 2025-171
Approved Resolution No. 2025-172

- B. Resolution: Adopting the updated Housing Rehabilitation Program Policies and Procedures manual for the Housing Program Services Division (Figueroa)

Housing Program Manager Figueroa presented the item.

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

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

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

Action: Approved Resolution No. 2025-173

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

Vice Mayor Monez shared appreciation for the Housing Program Manager Figueroa and the Housing Department for all of their hard work, especially with regard to the various mobile home parks within the City of Turlock. She also mentioned that public comment is received in several ways, not just in person. Lastly, Vice Mayor Monez mentioned that City of Turlock's Deputy Fire Chief won over City of Turlock's Police Chief in a shopping competition at the recent Save Mart grand reopening.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, August 26, 2025**

Mayor Bublak commended the Animal Shelter Olympics as an outstanding event and expressed her joy at seeing a dog from the City of Turlock successfully adopted. She also mentioned she participated in the Save Mart shopping competition. Mayor Bublak clarified that PG & E is responsible for the current road work on Geer Road. She has requested from PG & E an alternative work schedule and additional signage for the residents of Turlock in an effort to alleviate the congestion on the roads. In closing, she requested that Interim City Manager Borrego review and remedy the current water meter situation.

13. 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: Interim City Manager, Sue Borrego
Employee Organization: Turlock Associated Police Officers
- B. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)
Title: City Attorney

14. REPORTS FROM CLOSED SESSION

None

15. ADJOURNMENT

Mayor Bublak adjourned the meeting at 8:32 PM.

Respectfully Submitted

Christina Cabada, City Clerk Trainee

City Council Staff Report

September 9, 2025



From: Nichole Fiez, City Clerk
Prepared by: Nichole Fiez, City Clerk
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Waiving Reading of Title and Text of All Ordinances Included in the Agenda

2. NARRATIVE:

The City of Turlock is a general law city formed under the laws of the State of California. With respect to the adoption of ordinances, the City adheres to the requirements set forth in the Government Code. In accordance with Government Code Section 34934, the title of each ordinance is included on the published agenda and a copy of the full ordinance has been available to the public online on the City's website and will be available in print at the meeting prior to the introduction or passage of the ordinance. Unless required, the full reading of the title and text of all ordinances is waived.

3. FISCAL IMPACT / BUDGET AMENDMENT:

None

4. ENVIRONMENTAL DETERMINATION:

None

5. ATTACHMENTS:

None

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Oscar Molina, Assistant Engineer
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Barth Roofing Company, Inc of Lathrop, California in the amount of \$287,800.00 and authorizing a construction contingency amount of \$28,780.00 (10.0%) for the construction of City Project No. 24-004 "WQC Admin Building Reroof" to be funded by Fund 410 "Water Quality Control" and Fund 420 "Water"

Resolution: Determining the award of bid for construction of City Project No. 24-004 "WQC Admin Building Reroof" is exempt from the provisions of CEQA in accordance with section 15301 of the CEQA guidelines

2. NARRATIVE:

The purpose of this project is to remove and replace the existing roofing system at the Administrative Building of the Turlock Regional Water Quality Control Facility (TRWQCF) located at 901 South Walnut Road. The existing roofing system is in poor condition and requires replacement. City staff has reported active leaks in portions of the roof that allow water intrusion into the interior during the wet season. Dry rot has begun to develop in portions of the soffit. Leaks in the interior of the building have the potential to damage computer systems housed within the building that serve not only City staff work stations, but also process-related communications for the TRWQCF and communication to remote sites interconnected through the City's Supervisory Control and Data Acquisition (SCADA) system.

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

- Remove and replace roofing materials for the flat roof portion of the building with a Ketone Ethylene Ester (KEE) roofing system
- Remove the shingles and building paper from the surrounding mansard roof and install a seamless metal roofing system in its place
- Install new edge, corner and penetration flashings and coping
- Replace the soffit
- Install roof drains and downspouts

City of Turlock (City) staff advertised this project on July 2, 2025 through the City's website for construction projects and Turlock Journal. On July 25, 2025, six (6) bids were received for City Project No. 24-004 "WQC Admin Building Reroof." Barth Roofing Company, Inc. of Lathrop, California, was the lowest responsible bidder with a bid amount of \$287,800.00.

Bidders' Summary:

CONTRACTOR NAME	BID TOTAL
BARTH ROOFING	\$287,800.00
TRU TECH	\$304,595.00
PAC SHIELD ROOFING	\$385,000.00
NATIONS ROOF	\$393,699.00
FRESNO ROOFING	\$436,135.00
BEST CONTRACTING SERVICES	\$495,900.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Barth Roofing Company, Inc of Lathrop, California, as the lowest responsive, responsible bidder with a bid amount of \$287,800.00.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund Money will be used for this project.

The total project costs in Fiscal Year 2024-2025 and 2025-2026 are estimated as displayed below:

Construction Contractor Bid Cost	\$287,800.00
Construction Contingency	\$28,780.00
Preliminary Engineering	\$16,000.00
Architect Fee	\$11,475.00
Asbestos Survey	\$675.00
Building Permit Fees	\$1,000.00
Construction Engineering	\$8,800.00
Estimated Total Project Costs	\$354,530.00

The designated project account numbers for this project are Fund 410 "Water Quality Control" account number 410-51-534.43351 "Facility Site Improvements" and Fund 420 "Water" account number 420-52-551.43351 "Facility Site Improvements." All the design-related costs noted above have been expended in Fiscal Year 2024-25. It is anticipated that all of the construction-related costs will be expended in Fiscal Year 2025-2026. Costs will be split evenly between the two accounts. Adequate funding is available in the two accounts and no budget appropriation is required.

4. ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to

Section 15301 (Existing Facilities) as the project involves negligible or no expansion of use of the existing facilities.

5. ATTACHMENTS:

1. Draft Resolution
2. Bidder's Summary
3. City Contract 2026-047 with Barth Roofing Company Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE }
AWARD OF BID FOR CONSTRUCTION OF }
CITY PROJECT. 24-004 "WQC ADMIN }
BUILDING REROOF" IS EXEMPT FROM }
THE PROVISIONS OF CEQA IN }
ACCORDANCE WITH SECTION 15301 OF }
THE CEQA GUIDELINES }

RESOLUTION NO. 2025-

WHEREAS, City Project No. 24-004 "WQC Admin Building Reroof" consists of removing and replacing the existing roofing system at the Administrative Building located at the Water Quality Control Treatment plant; and

WHEREAS, on July 25th, 2025, six (6) bids were received for City Project No. 24-004 "WQC Admin Building Reroof" with Barth Roofing Company, Inc of Lathrop, California, submitting the lowest responsive bid in the amount of \$287,800.00; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as the project involves negligible or no expansion of use of the existing facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for construction of City Project No. 24-004 "WQC Admin Building Reroof" is exempt from the provisions of CEQA in accordance with section 15301 of the CEQA guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of September, 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 OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: WQC Admin Building Reroof
 PROJECT NUMBER: 24-004
 BID OPENING: July 25, 2025
 1:00 PM

ANTICIPATED COUNCIL AWARD DATE: September 9, 2025

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1 Barth Roofing		2 Tru Tech	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$20,000.00	\$15,000.00	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00
2	Remove Existing Improvements	LS	1	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$22,500.00	\$22,500.00
3	KEE Roofing and Insulation	LS	1	\$175,000.00	\$175,000.00	\$186,000.00	\$186,000.00	\$183,000.00	\$183,000.00
4	Metal Roofing	LS	1	\$50,000.00	\$50,000.00	\$58,800.00	\$58,800.00	\$68,995.00	\$68,995.00
5	Painting Exterior	LS	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00
6	Roof Drains & Downspouts	EA	6	\$4,000.00	\$24,000.00	\$750.00	\$4,500.00	\$900.00	\$5,400.00
7	Allowance - Roof Sheeting	ALLOW	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
8	All Other Work Not Included within the Bid Items Above	LS	1	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total =				\$300,000.00		\$287,800.00		\$304,595.00	

3		4		5		6	
PAC Shield Roofing		Nations Roof		Fresno Roofing Co		Best Contracting Services	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00	\$8,735.00	\$8,735.00	\$15,000.00	\$15,000.00
\$35,000.00	\$35,000.00	\$24,000.00	\$24,000.00	\$22,300.00	\$22,300.00	\$75,000.00	\$75,000.00
\$228,000.00	\$228,000.00	\$175,000.00	\$175,000.00	\$252,850.00	\$252,850.00	\$235,000.00	\$235,000.00
\$81,000.00	\$81,000.00	\$156,022.00	\$156,022.00	\$104,880.00	\$104,880.00	\$100,900.00	\$100,900.00
\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$7,300.00	\$7,300.00	\$10,000.00	\$10,000.00
\$2,500.00	\$15,000.00	\$1,000.00	\$6,000.00	\$3,450.00	\$20,700.00	\$5,833.33	\$35,000.00
\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
\$0.00	\$0.00	\$7,177.00	\$7,177.00	\$4,370.00	\$4,370.00	\$10,000.00	\$10,000.00
\$385,000.00		\$393,699.00		\$436,135.00		\$495,900.00	



AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 24-004

WQC Admin Building Reroof

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and, a Barth Roofing Company Inc. (“Contractor”), on this 9th day of September 2025 (the “Effective Date”). City and Contractor 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 a duly qualified and licensed firm experienced in the construction of WQC Admin Building Reroof (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on September 9, 2025, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

1. Contract Documents: This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. Special Provisions of the City of Turlock for WQC Admin Building Reroof;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required in any of the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. Term. The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to

this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**Special Provisions for WQC Admin Building Reroof.**" The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Contractor's Proposal for Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed Two Hundred Eighty-Seven Thousand Eight Hundred **Dollars (\$287,800.00)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **Twenty-Five (25)** working days (the “Substantial Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **Thirty (30)** working days (the “Final Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Substantial and Final Completion Due Dates, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Substantial and Final Completion Due Dates, in writing, to the City Engineer.

The Substantial and Final Completion Due Dates may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Substantial and Final Completion Due Dates will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or
 2. where the delay is caused by actions beyond the control of Contractor; or
 3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Substantial and Final Completion Due Dates for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract 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, or explosions; natural

disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor's financial inability to perform, Contractor's failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor'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 Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

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

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Thousand Eight Hundred** and no/100ths Dollars (**\$1,800.00**) for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Five Hundred** and no/100ths Dollars (**\$500.00**) for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. Termination.

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor'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 Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, 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 the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the City Standards in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

9. Disputes Pertaining to Payment for Work: Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be

required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor

shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

12. Superintendence by Contractor: Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection

will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. Conformity with Law and Safety: Contractor 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 American 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 Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor'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 the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor 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 Contractor's subcontractor, if any; (c) name and address of Contractor'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 the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

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

16. Bonds: Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the

Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

17. Indemnification:

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

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

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *Commercial General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00

01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000) products and completed operations aggregate for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations.
- (2) For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the sole negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000) by disease-policy limit, and One Million Dollars (\$1,000,000) by disease-each employee.

(c) *Commercial Auto Insurance.* Contractor shall maintain commercial auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars (\$1,000,000.00) per accident. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the

project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* Pollution Coverage shall be maintained on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than Two Million Dollars (\$2,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officials, officers, agents, employees, and volunteers as insureds.

(f) *Professional Liability Insurance.* [Intentionally Omitted]

(g) *Umbrella or Excess Policy.* Contractor 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 coverage or 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 Contractor's primary and excess liability policies are exhausted.

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

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

(j) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

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

19. Ownership of Work Product: Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract (“Work Product”) 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 that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Final Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, 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 specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City’s Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

20. Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

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

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

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor 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 Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

22. Contractor Not Agent: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the 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 the Contract. 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 the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, 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 competent 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 limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving 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 attorney's 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 provided under 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.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

25. 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: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, CA 95380-5456**

If to Contractor:

Barth Roofing Company, Inc.
Shanon Barth
400 Mossdale Road
Lathrop Ca 95330

If to Contractor's Sureties:

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

Oscar Molina, E.I.T
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-5366
E-mail: omolina@turlock.ca.us

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

28. Antitrust Claims: Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

29. Use of City Project Number: Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

30. No Conflict of Interest: Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor 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"). Contractor 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 Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

33. 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.

34. Assignment: No Party to the Contract 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 foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

35. 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, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract 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.

36. Governing Law: The Contract shall be governed and construed in accordance with the laws of the state of California.

37. Severability: If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract 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.

38. Execution and Counterparts: This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but 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.

39. Mandatory and Permissive: “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

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

41. Attorney’s Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, 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.

42. 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 the Contract.

43. Recitals: The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 39 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: _____

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or Social Security No:

DIR Registration Number:

Affix Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
William D. Morris, RCE, PLS, City Engineer

By: _____
Christopher Fisher, Municipal Services
Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

**EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES**

PROPOSAL

Project No. 24-004

WQC Admin Building Reroof

City of Turlock, California

DATED: 07/22/2025

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: Barth Roofing Company, Inc.

BUSINESS ADDRESS: 400 Mossdale Road Lathrop, CA 95330

PLACE OF RESIDENCE: 400 Mossdale Road Lathrop, CA 95330

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of Cost.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the Office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the

construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDER'S FORM

PROJECT TITLE: WQC Admin Building Reroof

PROJECT NUMBER: 24-004

OPENING DATE: July 25, 2025

OPENING TIME: 1:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	4,500	4,500
2	Remove Existing Improvements	LS	1	14,000	14,000
3	KEE Roofing and Insulation	LS	1	180,000	180,000
4	Metal Roofing	LS	1	58,800	58,800
5	Painting Exterior	LS	1	5,000	5,000
6	Roof Drains & Downspouts	EA	6	750	4,500
7	Allowance - Roof Sheeting	ALLOW	1	\$15,000.00	\$15,000.00
8	All Other Work Not Included within the Bid Items Above	LS	1	0	0
Subtotal					287,800⁰⁰

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

ADDENDUM 02

ADDENDA

No. <u>1</u>	Date <u>07/03/2025</u>	Signed <u>[Signature]</u>
No. <u>2</u>	Date <u>07/22/2025</u>	Signed <u>[Signature]</u>
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES: \$, 287, 000. 00

TOTAL BID WRITTEN IN WORDS: Two hundred eighty-seven thousand eight hundred

CONTRACTOR: Garth Roofing Company, Inc.

COMPANY'S NAME: Barth Roofing Company, Inc.

BY: [Signature] ; Shanon Barth ; Secretary

ADDRESS: 400 Mossdale Road
(Number) (Street)

Lathrop CA 95330
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: 209-833-9917

CONTRACTOR'S EMAIL: Shanon@barthroofing.com

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

Barth Roofing Company, Inc., Contractor's License # 760030, Class C39 ; B
(Company's Name)

Expires 06/30/2027, DIR #: 1000001384

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X [Signature] 17/22/2025
(Bidder's Signature) Shanon Barth ; Secretary (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non-collusion and questionnaire to general contractors, a statement of proposed subcontractors, if any, the address of mill, shop or office of any subcontractor, and a statement of work to be performed by subcontractors.

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,
License No. 760030 Expiration Date 06/30/2027.

DATED: 07/22, 20 25

Address: 400 Mossdale Road Lathrop, WA 98330

Phone: 209-833-9917

Email: Shanon@barthroofing.com
Barth Roofing Company, Inc.

X Shanon Barth
Signature of Bidder
Secretary



NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X



Signature of Bidder Angela Burth ; VP, Treasurer

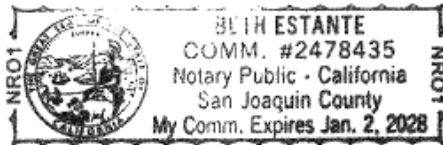
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

Subscribed and sworn to (or affirmed) before me on this 22nd
day of July, 2025, by Angela Barth

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Beth Estante

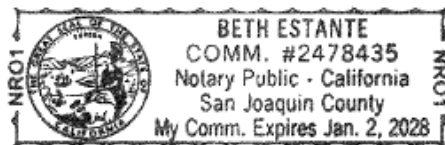


EXHIBIT B

PAYMENT BY FORCE ACCOUNT

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

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

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs

- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

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

- 1. A fifteen percent (15%) markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;
- 5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1 During that period
 - 5.2 In the quantities used

C. Equipment Rental. Equipment rental payment is full compensation for:

- 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
- 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
- 3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

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

D. Equipment on the Job Site. For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

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

E. Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00

4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

F. Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

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

G. Non-Owner-Operated Dump Truck Rental. Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

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

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: _____

Date: _____

(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

Business Phone: () _____

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to **Barth Roofing Company, Inc.**, hereinafter designated as the “Principal,” a contract for **Project No. 24-004, “WQC Admin Building Reroof”**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal’s heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **Barth Roofing Company, Inc.**, hereinafter designated as the “Principal”, a contract for **Project No.24-004, “WQC Admin Building Reroof”**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of _____ (\$ _____), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal’s heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor’s subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Charlotte Calvario, Engineering Project Coordinator
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Champion Industrial Contractors, Inc. of Modesto, California in the amount of \$29,325.00 and authorizing a construction contingency amount of \$4,500.00 (15.34%) for the construction of City Project No. 25-039 "Replacing the AC Unit at Raw Sewage Pump Station #1" to be funded by Fund 410 "Water Quality Control"

Resolution: Determining the award of bid for construction of City Project No. 25-039 "Replacing the AC Unit at Raw Sewage Pump Station #1" is exempt from the provisions of CEQA in accordance with section 15302 of the CEQA guidelines

2. NARRATIVE:

The purpose of the project is to replace a HVAC unit at the Turlock Regional Water Quality Control Facility (TRWQCF). The unit is failing and is unable to be repaired. City staff put together a request for bid package in accordance with Turlock Municipal Code 2-9-03 for projects under \$60,000 and solicited bid proposals from two (2) local HVAC contractors. One (1) bid proposal was submitted by Champion Industrial Contractors, Inc. in the amount of \$29,325.00.

Bid Summary:

Bidder	Bid Amount
Champion Industrial Contractors, Inc.	\$29,325.00

While only one bid was received, staff did attempt to negotiate with another potential bidder per Turlock Municipal Code 2-9-03, though the other bidder passed on the opportunity due to their current workload. Staff recommends award of bid to Champion Industrial Contractors, Inc. for construction of City Project No. 25-039 "Replacing the AC Unit at Raw Sewage Pump Station #1."

3. FISCAL IMPACT / BUDGET AMENDMENT:

The estimated construction project costs are shown in the table below:

Construction Contract - Champion Industrial Contractors, Inc.	\$29,325.00
Construction Contingency	\$4,500.00

Construction administration/management - City Engineering	\$5,000.00
Total Estimated Construction Cost	\$38,825.00

The designated project account is Fund 410 "Water Quality Control (WQC)" account number 410-51-534.43351 "Facility Site Improvements." Sufficient funds have been budgeted and no budget appropriation is needed at this time.

4. ENVIRONMENTAL DETERMINATION:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction) as the project involves replacement.

5. ATTACHMENTS:

1. Draft Resolution
2. 25-039 Bidder's Summary
3. City Contract 2026-051 with Champion Industrial Contractors

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DETERMINING THE
AWARD OF BID FOR CONSTRUCTION OF
CITY PROJECT NO. 25-039 “REPLACING
THE AC UNIT AT RAW SEWAGE PUMP
STATION #1” IS EXEMPT FROM THE
PROVISIONS OF CEQA IN ACCORDANCE
WITH SECTION 15302 OF THE CEQA
GUIDELINES**

RESOLUTION NO. 2025-XXX

WHEREAS, City Project No. 25-039 “Replacing the AC Unit at Raw Sewage Pump Station #1” will include the replacement of the HVAC unit at Water Quality Control (WQC); and

WHEREAS, on July 15th, 2025, one (1) bid was received for the construction of City Project No. 25-039, with Champion Industrial Contractors, Inc., of Modesto, California, submitting the lowest responsive, responsible bid in the amount of \$29,325.00; and

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction) as the project involves replacement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for construction of City Project No. 25-039 “Replacing the AC Unit at Raw Sewage Pump Station #1” is exempt from the provisions of CEQA in accordance with section 15302 of the CEQA guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of September, 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 OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Replacing the AC Unit at Raw Sewage Pump Station #1

PROJECT NUMBER: 25-039

BID OPENING: July 15, 2025

5:00 PM

ANTICIPATED COUNCIL AWARD DATE: 09/09/2025

				ENGINEER'S EST.		CHAMPION INDUSTRIAL MODESTO, CA	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Remove and replace 10-Ton AC Unit and	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 29,325.00	\$ 29,325.00
Base Bid Total =				\$	25,000.00	\$	29,325.00



AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 25-039

Replacement of AC Unit at Raw Sewage Pump Station No. 1

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Champion Industrial Contractors Inc., a California (“Contractor”), on this 9th day of September 2025 (the “Effective Date”). City and Contractor 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 a duly qualified and licensed firm experienced in the construction of Replacement of AC Unit at Raw Sewage Pump No.1 (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on September 9, 2025, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

1. Contract Documents: This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. Special Provisions of the City of Turlock for Replacement of AC Unit at Raw Sewage Pump Station No.1;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required in any of the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. Term. The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written

authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**Special Provisions for 'Replacement of AC Unit at Raw Sewage Pump Station No.1.'**" The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Contractor's Proposal for Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed Twenty-Nine Thousand Three Hundred Twenty-Five **Dollars (\$29,325.00)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **five (5)** working days (the "Substantial Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of ten (10) working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Substantial and Final Completion Due Dates, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Substantial and Final Completion Due Dates, in writing, to the City Engineer.

The Substantial and Final Completion Due Dates may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Substantial and Final Completion Due Dates will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or
 2. where the delay is caused by actions beyond the control of Contractor; or
 3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Substantial and Final Completion Due Dates for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract 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, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’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 Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

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

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

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

- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Seven Hundred** and no/100ths Dollars (**\$700.00**) for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Three Hundred** no/100ths Dollars (**\$300.00**) for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from

delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. Termination.

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor'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 Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either

Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, 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 the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the City Standards in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

9. Disputes Pertaining to Payment for Work: Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location

of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

12. Superintendence by Contractor: Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by

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

14. Conformity with Law and Safety: Contractor 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 American 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 Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor'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 the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor 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 Contractor's subcontractor, if any; (c) name and address of Contractor'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 the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

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

16. Bonds: Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials

in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

17. Indemnification:

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

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

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *Commercial General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000) products and completed operations aggregate for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations).
- (2) For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the sole negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000) by disease-policy limit, and One Million Dollars (\$1,000,000) by disease-each employee.

(c) *Commercial Auto Insurance.* Contractor shall maintain commercial auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* [Intentionally Omitted]

(e) *Contractors Pollution Insurance.* [Intentionally Omitted]

(f) *Professional Liability Insurance.* [Intentionally Omitted]

(g) *Umbrella or Excess Policy.* Contractor 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 coverage or 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 Contractor’s primary and excess liability policies are exhausted.

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

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

(j) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(k) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers’ compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

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

19. Ownership of Work Product: Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract (“Work Product”) 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 that it is ever determined that any

Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Final Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, 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 specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City's Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

20. Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

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

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

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor 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 Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

22. Contractor Not Agent: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the 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 the Contract. 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 the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, 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 competent 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 limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving 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 attorney’s 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 provided under 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.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

25. 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: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461

With courtesy copies to: **City of Turlock, City Attorney's Office**
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, CA 95380-5456

If to Contractor: **Champion Industrial Contractors Inc.**
P.O. Box 4399
Modesto Ca 95352

If to Contractor's Sureties: Berkshire Hathaway Specialty Insurance Company
85 Broad St., 5th Floor
New York, NY 10004
Tammy Selbe (304) 347-0797

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

Charlotte Calvario
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-5520
E-mail: Ccalvario@turlock.ca.us

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

28. Antitrust Claims: Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

29. Use of City Project Number: Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

30. No Conflict of Interest: Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor 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"). Contractor 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 Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

33. 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.

34. Assignment: No Party to the Contract 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 foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

35. 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, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract 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.

36. Governing Law: The Contract shall be governed and construed in accordance with the laws of the state of California.

37. Severability: If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according 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.

38. Execution and Counterparts: This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but 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.

39. Mandatory and Permissive: “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

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

41. Attorney’s Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, 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.

42. 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 the Contract.

43. Recitals: The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 31 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: Champion Industrial Contractors, Inc.



Print Name Matthew Pearson, Director of Operations

Address: 1420 Coldwell Ave.

Modesto, CA 95350

Phone: 209-524-6601

Date: 08/13/2025

Federal Tax ID or Social Security No:

94-1409207

DIR Registration Number:

1000000287

Affix Contractor's Seal Here

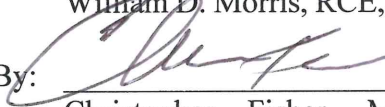
CITY OF TURLOCK, a municipal corporation

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: 
William D. Morris, RCE, PLS, City Engineer

By: 
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

**EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES**

ATTACHMENT A – BID PROPOSAL

**CITY PROJECT NO. 25-039
"Replacing the AC unit at Raw Sewage Pump Station #1"
JULY 15, 2025**

BUSINESS NAME: Champion Industrial Contractors, Inc.

BIDDER NAME: Champion Industrial Contractors, Inc.

BUSINESS ADDRESS: P.O. Box 4399, Modesto, CA 95352

CONTACT NUMBER: (209) 524-6601

CONTRACTOR LICENSE NO.: 174777

BIDDER'S DIR NUMBER: 1000000287

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Remove and replace 10-Ton AC Unit and Economizer	LS	1	\$ 29,325.00	\$29,325.00
Subtotal					\$29,325.00

BASE BID AMOUNT: \$ 29,325.00 Twenty-Nine Thousand, Three Hundred Twenty-Five Dollars 00/100
Numbers Words

BIDDER SIGNATURE: 

Note: Addendum No 1.: Acknowledgment (Dated 7/11/25)

EXHIBIT B

PAYMENT BY FORCE ACCOUNT

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

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

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs

- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

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

- 1. A fifteen percent (15%) markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;
- 5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1 During that period
 - 5.2 In the quantities used

C. Equipment Rental. Equipment rental payment is full compensation for:

- 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
- 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
- 3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

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

D. Equipment on the Job Site. For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

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

E. Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00

4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

F. Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

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

G. Non-Owner-Operated Dump Truck Rental. Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

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

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: 

Date: 08/13/2025

Matthew Pearson, Director of Operations

(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

1420 Coldwell Ave.

Modesto, CA 95350

Business Phone: (209) 524-6601

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to **Champion Industrial Contractors, Inc.**, hereinafter designated as the "Principal," a contract for **Project No. 25-039, "Replacement of AC Unit at Raw Sewage Pump Station No. 1"**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and Berkshire Hathaway Specialty Insurance Company as Surety, are held and firmly bound unto the City of Turlock in the penal sum of Twenty Nine Thousand Three Hundred Twenty Five Dollars and 00/100s (\$29,325.00), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this 9th day of September, 2025, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal Champion Industrial Contractors, Inc.

By 
Matthew Pearson

Title D.O.O.

(Attach Notarial Acknowledgment)

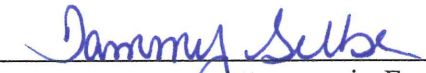
**SEE ATTACHED
NOTARIAL CERTIFICATE**

(Corporate Seal)

Surety Berkshire Hathaway Specialty Insurance Company

1314 Douglas Street, Suite 1400
Address Omaha, NE 68102

Phone No.: (855) 453-9675 Fax No.: (617) 507-8259

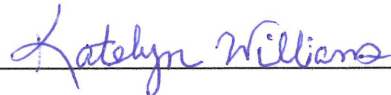
By 
Tammy Selbe Attorneys-in-Fact

Title Attorney-in-Fact

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness 

Approved as to form:

Risk Manager

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Tammy Selbe, Katelyn Williams, Evelyn A. Benevento, Kimberly Miles, Nicole Moon, 3190 Fairview Park Drive, Suite 400 of the city of Falls Church, State of Virginia**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this September 9, 2023.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com. **THIS POWER OF ATTORNEY IS VOID IF ALTERED**

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

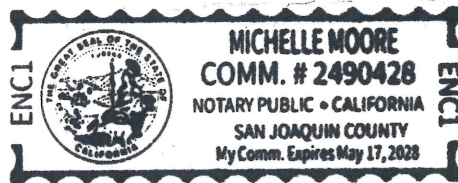
County of Stanislaus }

On 8/13/25 before me, Michelle Moore, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Michelle Moore
Notary Public Signature

(Seal)

OPTIONAL INFORMATION

DOCUMENT

Exhibit D Performance Bond
(name or type of document)

2
(number of pages)

(document date)

SIGNER CAPACITY

D.O.O.
(capacity claimed by the signer)

NOTICE
THE NOTARY PUBLIC DOES NOT
CERTIFY THE AUTHORIZED
CAPACITY OF THE SIGNER

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of West Virginia

County of Kanawha

On August 12, 2025 before me, Kimberly L. Miles, Notary Public

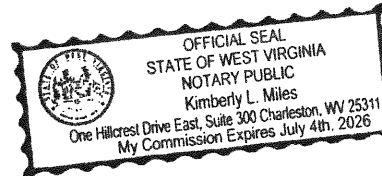
personally appeared Tammy Selbe

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

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

Witness my hand and official seal.

Signature Kimberly L. Miles Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document

Document Date Number of Pages:

Signer's Name:

- Individual
- Corporate Officer – Title(s):
- Partner - Limited General
- Guardian or Conservator
- Attorney-in-Fact
- Trustee
- Other: Signer is representing



- Individual
- Corporate Officer – Title(s):
- Partner - Limited General
- Guardian or Conservator
- Attorney-in-Fact
- Trustee
- Other: Signer is representing

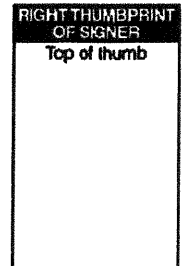


EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **Champion Industrial Contractors, Inc.**, hereinafter designated as the “Principal”, a contract for **Project No.25-039 “Replacement of AC Unit at Raw Sewage Pump Station No. 1”**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of Twenty Nine Thousand Three Hundred Twenty Five Dollars and 00/100s (\$ 29,325.00), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal’s heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor’s subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

[Signatures on Following Page]

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Tammy Selbe, Katelyn Williams, Evelyn A. Benevento, Kimberly Miles, Nicole Moon, 3190 Fairview Park Drive, Suite 400 of the city of Falls Church, State of Virginia**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Vice President

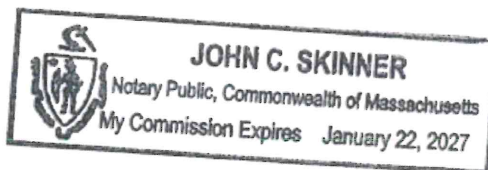


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this September 9, 2023.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of West Virginia

County of Kanawha

On August 12, 2025 before me, Kimberly L. Miles, Notary Public

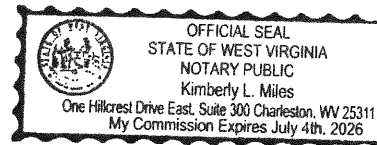
personally appeared Tammy Selbe

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

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

Witness my hand and official seal.

Signature Kimberly L. Miles



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

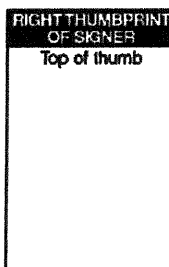
Description of Attached Document

Title or Type of Document _____

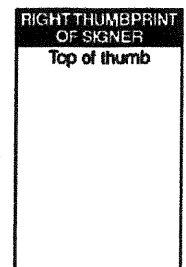
Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
 - ☐ Corporate Officer – Title(s): _____
 - ☐ Partner - ☐ Limited ☐ General
 - ☐ Guardian or Conservator
 - ☐ Attorney-in-Fact
 - ☐ Trustee
 - ☐ Other: _____
- Signer is representing _____



- ☐ Individual
 - ☐ Corporate Officer – Title(s): _____
 - ☐ Partner - ☐ Limited ☐ General
 - ☐ Guardian or Conservator
 - ☐ Attorney-in-Fact
 - ☐ Trustee
 - ☐ Other: _____
- Signer is representing _____



CALIFORNIA ALL-PURPOSE CERTIFICATE OF
ACKNOWLEDGMENT

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

State of California }

County of Stanislaus }

On 8/13/25 before me, Michelle Moore, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Michelle Moore
Notary Public Signature



(Seal)

OPTIONAL INFORMATION

DOCUMENT

Exhibit E Payment Bond
(name or type of document)

2
(number of pages)

(document date)

SIGNER CAPACITY

D.O.O.
(capacity claimed by the signer)

NOTICE
THE NOTARY PUBLIC DOES NOT
CERTIFY THE AUTHORIZED
CAPACITY OF THE SIGNER

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: David Barr, Fleet Services Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of five (5) Ford Police Interceptor AWD Utility Vehicles from Downtown Ford pursuant to the City of Sacramento Contract No. B24153311011, for a total amount not to exceed \$319,381.16 expensed to Fund 506 "Vehicle/Equipment Replacement" in accordance with Turlock Municipal Code Section 2-7-08(b)(5) allowing the use of joint, cooperative, or leveraged purchasing plans and not requiring an additional City bid procedure

2. NARRATIVE:

Staff requests the approval to purchase five (5) Ford Police Interceptor AWD Utility Vehicles, four black and white for \$257,512.32 (\$64,378.08 each) and one black for \$61,868.84, from Downtown Ford pursuant to the City of Sacramento Contract No. B24153311011, for a total amount not to exceed \$319,381.16.

The proposed Ford Police Interceptor AWD Utility Vehicles will be used by the City of Turlocks Police Department for use in patrol and emergency response functions. The four black and white vehicles will be used in the Police Departments Patrol unit, while the all-black vehicle will be used in the Street Crimes Unit (SCU). All units will be used to replace aging vehicles that have exceeded the vehicle's useful life in order to keep the reliability of patrol and emergency response as high as possible.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The purchase of five (5) Ford Police Interceptor AWD Utility Vehicles, four black and white for \$257,512.32 and one black for \$61,868.84, from Downtown Ford, will be expensed to account number 506-00-000-213.51020.

Appropriate funds have been allocated during the Fiscal Year (FY) 2025-26 budget process to fund this purchase. The Purchasing Division has made the determination that this item does not require a competitive procedure due to TMC 2-7-08 (b) (5) that states, bidding is not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

4. 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.

5. ATTACHMENTS:

1. Quote # ASW-071525-0825-1 - Turlock Police Department - 1 x Interceptor
Black_White
2. Quote # ASW-071525-0825-2 - Turlock Police Department - 1 x Interceptor
Black_White
3. Quote # ASW-071525-0825-3 - Turlock Police Department - 1 x Interceptor
Black_White
4. Quote # ASW-071525-0825-4 - Turlock Police Department - 1 x Interceptor
Black_White
5. Quote # ASW-071525-0830 - Turlock Police Department - 1 x Interceptor Black



ASW-071525-0825-1

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name DAVID BARR - TURLOCK POLICE DEPARTMENT
Address 244 N. BROADWAY
City TURLOCK State CA Zip 95380
Phone 209-699-7149

DATE 7/15/2025
SALES REP AARON
PHONE 916-929-0577
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2026 FORD POLICE INTERCEPTOR UTILITY AWD CITY OF SACRAMENTO CONTRACT: B24153311011	\$47,562.00	\$47,562.00
	EXTERIOR COLOR: UM - AGATE BLACK		
OPTIONS	PRICING BELOW SUBJECT TO CHANGE		
1	TUTONE PAINT - 4 DOORS/ROOF WHITE	\$2,310.00	\$2,310.00
1	66A - FRONT HEADLAMP LIGHTING SOLUTION	\$846.00	\$846.00
1	66B - TAIL LAMP LIGHTING SOLUTION	\$405.00	\$405.00
1	66C - REAR LIGHTING SOLUTION	\$432.00	\$432.00
1	67U - ULTIMATE WIRING PACKAGE	\$602.00	\$602.00
1	67V - POLICE WIRE HARNESS CONN KIT FR/RR	\$188.00	\$188.00
1	21L - FRONT WARNING AUX LED LIGHTS	\$546.00	\$546.00
1	43A - REAR AUX LIFTGATE LIGHTS	\$376.00	\$376.00
1	63L - REAR QTR GLASS SIDE MARKER LED LIGHTS	\$546.00	\$546.00
1	63B - SIDE MARKER LED	\$461.00	\$461.00
1	51V - DUAL SPOT LAMP - WHELEN	\$828.00	\$828.00
1	92R - PRIVACY GLASS	\$85.00	\$85.00
1	52P - HIDDEN DOOR LOCKS - LOCK PLUNGER	\$150.00	\$150.00
1	59B - KEYED ALIKE 1284X	\$50.00	\$50.00
0	85D - REAR CONSOLE PLATE DELETE - N/A	\$0.00	\$0.00
1	90E - BALLISTIC DOOR PANELS - LEVEL III	\$2,979.00	\$2,979.00
1	63V - CARGO STORAGE VAULT - LOCKABLE	\$253.00	\$253.00
1	16P - REAR STEP PAD	\$94.00	\$94.00
1	DOC FEE	\$85.00	\$85.00
	SALES TAX CALCULATED AT: 8.625% BASED ON REGISTRATION ADDRESS		

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$58,798.00
DELIVERY	\$500.00
SALES TAX	\$5,071.33
CA Tire Tax	\$8.75
TOTAL	\$64,378.08

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE

DATE



ASW-071525-0825-2

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name DAVID BARR - TURLOCK POLICE DEPARTMENT
Address 244 N. BROADWAY
City TURLOCK State CA Zip 95380
Phone 209-699-7149

DATE 7/15/2025
SALES REP AARON
PHONE 916-929-0577
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2026 FORD POLICE INTERCEPTOR UTILITY AWD CITY OF SACRAMENTO CONTRACT: B24153311011	\$47,562.00	\$47,562.00
	EXTERIOR COLOR: UM - AGATE BLACK		
OPTIONS	PRICING BELOW SUBJECT TO CHANGE		
1	TUTONE PAINT - 4 DOORS/ROOF WHITE	\$2,310.00	\$2,310.00
1	66A - FRONT HEADLAMP LIGHTING SOLUTION	\$846.00	\$846.00
1	66B - TAIL LAMP LIGHTING SOLUTION	\$405.00	\$405.00
1	66C - REAR LIGHTING SOLUTION	\$432.00	\$432.00
1	67U - ULTIMATE WIRING PACKAGE	\$602.00	\$602.00
1	67V - POLICE WIRE HARNESS CONN KIT FR/RR	\$188.00	\$188.00
1	21L - FRONT WARNING AUX LED LIGHTS	\$546.00	\$546.00
1	43A - REAR AUX LIFTGATE LIGHTS	\$376.00	\$376.00
1	63L - REAR QTR GLASS SIDE MARKER LED LIGHTS	\$546.00	\$546.00
1	63B - SIDE MARKER LED	\$461.00	\$461.00
1	51V - DUAL SPOT LAMP - WHELEN	\$828.00	\$828.00
1	92R - PRIVACY GLASS	\$85.00	\$85.00
1	52P - HIDDEN DOOR LOCKS - LOCK PLUNGER	\$150.00	\$150.00
1	59B - KEYED ALIKE 1284X	\$50.00	\$50.00
0	85D - REAR CONSOLE PLATE DELETE - N/A	\$0.00	\$0.00
1	90E - BALLISTIC DOOR PANELS - LEVEL III	\$2,979.00	\$2,979.00
1	63V - CARGO STORAGE VAULT - LOCKABLE	\$253.00	\$253.00
1	16P - REAR STEP PAD	\$94.00	\$94.00
1	DOC FEE	\$85.00	\$85.00
	SALES TAX CALCULATED AT: 8.625% BASED ON REGISTRATION ADDRESS		

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$58,798.00
DELIVERY	\$500.00
SALES TAX	\$5,071.33
CA Tire Tax	\$8.75
TOTAL	\$64,378.08

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE

DATE



ASW-071525-0825-3

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name **DAVID BARR - TURLOCK POLICE DEPARTMENT**
Address **244 N. BROADWAY**
City **TURLOCK** State **CA** Zip **95380**
Phone **209-699-7149**

DATE **7/15/2025**
SALES REP **AARON**
PHONE **916-929-0577**
FOB **SACRAMENTO**

Qty	Description	Unit Price	TOTAL
1	2026 FORD POLICE INTERCEPTOR UTILITY AWD CITY OF SACRAMENTO CONTRACT: B24153311011	\$47,562.00	\$47,562.00
	EXTERIOR COLOR: UM - AGATE BLACK		
OPTIONS	PRICING BELOW SUBJECT TO CHANGE		
1	TUTONE PAINT - 4 DOORS/ROOF WHITE	\$2,310.00	\$2,310.00
1	66A - FRONT HEADLAMP LIGHTING SOLUTION	\$846.00	\$846.00
1	66B - TAIL LAMP LIGHTING SOLUTION	\$405.00	\$405.00
1	66C - REAR LIGHTING SOLUTION	\$432.00	\$432.00
1	67U - ULTIMATE WIRING PACKAGE	\$602.00	\$602.00
1	67V - POLICE WIRE HARNESS CONN KIT FR/RR	\$188.00	\$188.00
1	21L - FRONT WARNING AUX LED LIGHTS	\$546.00	\$546.00
1	43A - REAR AUX LIFTGATE LIGHTS	\$376.00	\$376.00
1	63L - REAR QTR GLASS SIDE MARKER LED LIGHTS	\$546.00	\$546.00
1	63B - SIDE MARKER LED	\$461.00	\$461.00
1	51V - DUAL SPOT LAMP - WHELEN	\$828.00	\$828.00
1	92R - PRIVACY GLASS	\$85.00	\$85.00
1	52P - HIDDEN DOOR LOCKS - LOCK PLUNGER	\$150.00	\$150.00
1	59B - KEYED ALIKE 1284X	\$50.00	\$50.00
0	85D - REAR CONSOLE PLATE DELETE - N/A	\$0.00	\$0.00
1	90E - BALLISTIC DOOR PANELS - LEVEL III	\$2,979.00	\$2,979.00
1	63V - CARGO STORAGE VAULT - LOCKABLE	\$253.00	\$253.00
1	16P - REAR STEP PAD	\$94.00	\$94.00
1	DOC FEE	\$85.00	\$85.00
	SALES TAX CALCULATED AT: 8.625% BASED ON REGISTRATION ADDRESS		

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$58,798.00
DELIVERY	\$500.00
SALES TAX	\$5,071.33
CA Tire Tax	\$8.75
TOTAL	\$64,378.08

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE

DATE



ASW-071525-0825-4

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name **DAVID BARR - TURLOCK POLICE DEPARTMENT**
Address **244 N. BROADWAY**
City **TURLOCK** State **CA** Zip **95380**
Phone **209-699-7149**

DATE **7/15/2025**
SALES REP **AARON**
PHONE **916-929-0577**
FOB **SACRAMENTO**

Qty	Description	Unit Price	TOTAL
1	2026 FORD POLICE INTERCEPTOR UTILITY AWD CITY OF SACRAMENTO CONTRACT: B24153311011	\$47,562.00	\$47,562.00
	EXTERIOR COLOR: UM - AGATE BLACK		
OPTIONS	PRICING BELOW SUBJECT TO CHANGE		
1	TUTONE PAINT - 4 DOORS/ROOF WHITE	\$2,310.00	\$2,310.00
1	66A - FRONT HEADLAMP LIGHTING SOLUTION	\$846.00	\$846.00
1	66B - TAIL LAMP LIGHTING SOLUTION	\$405.00	\$405.00
1	66C - REAR LIGHTING SOLUTION	\$432.00	\$432.00
1	67U - ULTIMATE WIRING PACKAGE	\$602.00	\$602.00
1	67V - POLICE WIRE HARNESS CONN KIT FR/RR	\$188.00	\$188.00
1	21L - FRONT WARNING AUX LED LIGHTS	\$546.00	\$546.00
1	43A - REAR AUX LIFTGATE LIGHTS	\$376.00	\$376.00
1	63L - REAR QTR GLASS SIDE MARKER LED LIGHTS	\$546.00	\$546.00
1	63B - SIDE MARKER LED	\$461.00	\$461.00
1	51V - DUAL SPOT LAMP - WHELEN	\$828.00	\$828.00
1	92R - PRIVACY GLASS	\$85.00	\$85.00
1	52P - HIDDEN DOOR LOCKS - LOCK PLUNGER	\$150.00	\$150.00
1	59B - KEYED ALIKE 1284X	\$50.00	\$50.00
0	85D - REAR CONSOLE PLATE DELETE - N/A	\$0.00	\$0.00
1	90E - BALLISTIC DOOR PANELS - LEVEL III	\$2,979.00	\$2,979.00
1	63V - CARGO STORAGE VAULT - LOCKABLE	\$253.00	\$253.00
1	16P - REAR STEP PAD	\$94.00	\$94.00
1	DOC FEE	\$85.00	\$85.00
	SALES TAX CALCULATED AT: 8.625% BASED ON REGISTRATION ADDRESS		

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$58,798.00
DELIVERY	\$500.00
SALES TAX	\$5,071.33
CA Tire Tax	\$8.75
TOTAL	\$64,378.08

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE

DATE



ASW-071525-0830

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name **DAVID BARR - TURLOCK POLICE DEPARTMENT**
Address **244 N. BROADWAY**
City **TURLOCK** State **CA** Zip **95380**
Phone **209-699-7149**

DATE **7/15/2025**
SALES REP **AARON**
PHONE **916-929-0577**
FOB **SACRAMENTO**

Qty	Description	Unit Price	TOTAL
1	2026 FORD POLICE INTERCEPTOR UTILITY AWD CITY OF SACRAMENTO CONTRACT: B24153311011	\$47,562.00	\$47,562.00
EXTERIOR COLOR: UM - AGATE BLACK			
OPTIONS			
PRICING BELOW SUBJECT TO CHANGE			
1	66A - FRONT HEADLAMP LIGHTING SOLUTION	\$846.00	\$846.00
1	66B - TAIL LAMP LIGHTING SOLUTION	\$405.00	\$405.00
1	66C - REAR LIGHTING SOLUTION	\$432.00	\$432.00
1	67U - ULTIMATE WIRING PACKAGE	\$602.00	\$602.00
1	67V - POLICE WIRE HARNESS CONN KIT FR/RR	\$188.00	\$188.00
1	21L - FRONT WARNING AUX LED LIGHTS	\$546.00	\$546.00
1	43A - REAR AUX LIFTGATE LIGHTS	\$376.00	\$376.00
1	63L - REAR QTR GLASS SIDE MARKER LED LIGHTS	\$546.00	\$546.00
1	63B - SIDE MARKER LED	\$461.00	\$461.00
1	51V - DUAL SPOT LAMP - WHELEN	\$828.00	\$828.00
1	92R - PRIVACY GLASS	\$85.00	\$85.00
1	52P - HIDDEN DOOR LOCKS - LOCK PLUNGER	\$150.00	\$150.00
1	59B - KEYED ALIKE 1284X	\$50.00	\$50.00
0	85D - REAR CONSOLE PLATE DELETE - N/A	\$0.00	\$0.00
1	90E - BALLISTIC DOOR PANELS - LEVEL III	\$2,979.00	\$2,979.00
1	63V - CARGO STORAGE VAULT - LOCKABLE	\$253.00	\$253.00
1	16P - REAR STEP PAD	\$94.00	\$94.00
1	DOC FEE	\$85.00	\$85.00
SALES TAX CALCULATED AT: 8.625% BASED ON REGISTRATION ADDRESS			

SubTotal	\$56,488.00
DELIVERY	\$500.00
SALES TAX	\$4,872.09
CA Tire Tax	\$8.75
TOTAL	\$61,868.84

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE

DATE

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: David Barr, Fleet Services Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of four (4) Agricultural Mower Tractors from Garton Tractor pursuant to the Sourcewell Contract No. 082923-KBA, for a total amount not to exceed \$161,794.92 expensed to Fund 506 "Vehicle/Equipment Replacement" 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

2. NARRATIVE:

Staff requests the approval to purchase four (4) Agricultural Mower Tractors pursuant to the Sourcewell Contract No. 082923-KBA, for a total amount not to exceed \$161,794.92.

The proposed Agricultural Mower Tractors will be used by the City of Turlock's Parks, Storm Basin, and Sports Facilities teams. Our four current tractors owned by the City of Turlock are from model years 2000, 2001 and (2) 2003. Diesel emission ratings for off-road diesel engines range from Tier 0, which are considered the highest-emitting burning engines, and progress through to Tier 1, Tier 2, Tier 3, Tier 4, Tier 4I (Tier 4 Interim) and Tier 4F (Tier 4 Final). According to the State of CA as represented in the DOORS registry (Diesel Online Off-road Reporting System), our emission standards, as currently reported, will be compliant until the end of 2026. Emission standards gradually become stricter each year after that. These four tractors are Tier 1 compliant, meaning they are considered to be the highest-emitting burning engines in our off-road fleet. By replacing these tractors this fiscal year, we will meet the restriction deadline for a cleaner burning fleet average. Should the City of Turlock not meet the minimum average of 2.8 grams per brake horsepower hour, penalties will be issued to the City if the units continue to be used in service. This will leave only one unit in the Fleet that is not Tier 4I or higher, so the City of Turlock will be in very good standing as far as off-road emissions, for many years to come. All of these tractors, being well over 20 years old, have also reached the end of their service life with the City and new technology incorporated into the new tractors will help make mowing more efficient.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The Purchasing Division has made the determination that this item does not require a competitive procedure due to TMC 2-7-08 (b) (5) that states, bidding is not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

The purchases of four (4) Agricultural Mower Tractors for a total of \$161,794.92 from Garton Tractor will be expensed to the account numbers:

Quote	Amount	Work Area	Account Number
2899008	\$40,448.73	Sports Complex	506-00-000-233.51020
2899007	\$40,448.73	Pedretti Park	506-00-000-372.51020
2899006	\$40,448.73	Parks	506-00-000-221.51020
2899004	\$40,448.73	Storm	506-00-000-232.51020
	\$161,794.92		

Appropriate funds have been allocated during the Fiscal Year 2025-26 budget process to fund this purchase.

4. 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.

5. ATTACHMENTS:

1. Four (4) Quotes for Tractors - Garton Tractor



Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

M6060HD WEB QUOTE #2899008

Date: 7/30/2025 1:26:44 PM

-- Customer Information --

Barr, David

101769

City Of Turlock

dbarr@turlock.ca.us

209-669-7149

Quote Provided By

GARTON TRACTOR, INC.

Troyce Metcalf

2400 N GOLDEN STATE BLVD

TURLOCK, CA 95380

email: tmetcalf@gartontractor.com

phone: 2096204636

-- Standard Features --

-- Custom Options --



Kubota

M Series

M6060HD

UTILITY ROPS TRACTOR, 4WD, HYDRAULIC SHUTTLE
TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4
CRS - Common Rail Electronic Fuel
Injection
Electronic Governor Control
Turbocharged with EGR Valve
^ 63 Net Eng. HP
^ 56 PTO HP
EPA Tier IV Emission Certified
12V 700 CCA Battery
Charging Output 45 amps

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
First Remote (SCD) with Self
Canceling Detents
6.1 gpm Power Steering
11.0 gpm Remotes / 3 Pt. Hitch
@ 2770 psi
17.1 gpm Total
Cat II 3-point Hitch
At lift Point 4,200 lbs.
24" Behind 3,307 lbs.
Telescoping Lower Links
First Remote (SCD) with Self
Canceling Detents
Stabilizers
Swinging Drawbar

FRONT AXLE

Hydrostatic Power Steering
4WD: Bevel Gear
55 degree turning angle
Cast Iron
Adj. (Rim) Tread Spacing

DRIVE TRAIN

Four Speed Fully Synchronized
8F/8R Speeds Hydraulic shuttle
Planetary Final Drives on Rear Axles
Rear Diff. Lock (ALL)

^ Manufacturer estimate.

SELECTED TIRES

sub89

FRONT - LSW305-521R3 TITAN GRIZZ LSW SOFT TURF

REAR - LSW570-648 R3 TITAN GRIZZ LSW SOFT TURF

FLUID CAPACITY

Fuel Tank (ROPS) 18.5 gal
Cooling System 6.6 qts
Crankcase 8.5 qts
Transmission and
Hydraulics 10.6 gal
Front Axle (4WD) 8.5 qts

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2160 Eng. rpm

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
PTO - OPC (Operator Presence
Control, Alarm 10 seconds)
Mechanical Electric Key Shut Off
Wet Disc Brakes
Parking Brakes
Turn Signals
SMV Sign

ROPS MODEL

2-Post Foldable ROPS with
Retractable Seat Belt

LIGHTING

2 Headlights w/sidelights
2 Tail lights
2 Hazard Flasher Lights with
Turn Signals (ROPS)
7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

M6060HD Base Price: \$41,323.00

(1) HYD FLOAT DETENT (FD) REMOTE VALVE \$897.00
M7605-HYD FLOAT DETENT (FD) REMOTE VALVE

(1) 2ND PTN LVR KIT /M6060/M7060HD \$185.00
M7607-2ND PTN LVR KIT /M6060/M7060HD

(1) DRAWBAR CLEVIS \$92.00
M9594-DRAWBAR CLEVIS

(1) FIBERGLASS CANOPY \$494.00
E1134-FIBERGLASS CANOPY

(1) MOUNTING BRACKET FOR CANOPY \$245.00
E1136-MOUNTING BRACKET FOR CANOPY

(1) DOWN EXHAUST MUFFLER \$436.00
M7956-DOWN EXHAUST MUFFLER

(1) GRILLE GUARD KIT \$308.00
M6872-GRILLE GUARD KIT

Configured Price: \$43,980.00

Sourcewell Discount: (\$9,675.60)

SUBTOTAL: \$34,304.40

2Yr M6060HD Extended Warranty \$1,500.00

Factory Assembly: \$325.00

Dealer Assembly: \$447.33

Freight Cost: \$506.25

PDI: \$400.00

Sales Tax \$2,958.75

CA Tire Fee \$7.00

Total Unit Price: \$40,448.73

Quantity Ordered: 1

Final Sales Price: \$40,448.73

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.



Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 820067336

M6060HD WEB QUOTE #2899007

Date: 7/30/2025 1:25:17 PM

-- Customer Information --

Barr, David

101769

City Of Turlock

dbarr@turlock.ca.us

209-669-7149

Quote Provided By

GARTON TRACTOR, INC.

Troyce Metcalf

2400 N GOLDEN STATE BLVD

TURLOCK, CA 95380

email: tmetcalf@gartontractor.com

phone: 2096204636

-- Standard Features --

-- Custom Options --



M Series

Kubota

M6060HD

UTILITY ROPS TRACTOR, 4WD, HYDRAULIC SHUTTLE
TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4
CRS - Common Rail Electronic Fuel
Injection
Electronic Governor Control
Turbocharged with EGR Valve
^ 63 Net Eng. HP
^ 56 PTO HP
EPA Tier IV Emission Certified
12V 700 CCA Battery
Charging Output 45 amps

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
First Remote (SCD) with Self
Canceling Detents
6.1 gpm Power Steering
11.0 gpm Remotes / 3 Pt. Hitch
@ 2770 psi
17.1 gpm Total
Cat II 3-point Hitch
At Lift Point 4,200 lbs.
24" Behind 3,307 lbs.
Telescoping Lower Links
First Remote (SCD) with Self
Canceling Detents
Stabilizers
Swinging Drawbar

FRONT AXLE

Hydrostatic Power Steering
4WD: Bevel Gear
55 degree turning angle
Cast Iron
Adj. (Rim) Tread Spacing

DRIVE TRAIN

Four Speed Fully Synchronized
8F/8R Speeds Hydraulic Shuttle
Planetary Final Drives on Rear Axles
Rear Diff. Lock (ALL)

^ Manufacturer estimate.

SELECTED TIRES

sub89
FRONT - LSW305-521R3 TITAN GRIZZ LSW SOFT TURF
REAR - LSW570-648 R3 TITAN GRIZZ LSW SOFT TURF

FLUID CAPACITY

Fuel Tank (ROPS) 18.5 gal
Cooling System 6.6 qts
Crankcase 8.5 qts
Transmission and
Hydraulics 10.6 gal
Front Axle (4WD) 8.5 qts

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2160 Eng. rpm

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
PTO - OPC (Operator Presence
Control, Alarm 10 seconds)
Mechanical Electric Key Shut Off
Wet Disc Brakes
Parking Brakes
Turn Signals
SMV Sign

ROPS MODEL

2-Post Foldable ROPS with
Retractable Seat Belt

LIGHTING

2 Headlights w/sidelights
2 Tail lights
2 Hazard Flasher Lights with
Turn Signals (ROPS)
7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

M6060HD Base Price: \$41,323.00

(1) HYD FLOAT DETENT (FD) REMOTE VALVE \$897.00
M7605-HYD FLOAT DETENT (FD) REMOTE VALVE

(1) 2ND PTN LVR KIT /M6060/M7060HD \$185.00
M7607-2ND PTN LVR KIT /M6060/M7060HD

(1) DRAWBAR CLEVIS \$92.00
M9594-DRAWBAR CLEVIS

(1) FIBERGLASS CANOPY \$494.00
E1134-FIBERGLASS CANOPY

(1) MOUNTING BRACKET FOR CANOPY \$245.00
E1136-MOUNTING BRACKET FOR CANOPY

(1) DOWN EXHAUST MUFFLER \$436.00
M7956-DOWN EXHAUST MUFFLER

(1) GRILLE GUARD KIT \$308.00
M6872-GRILLE GUARD KIT

Configured Price: \$43,980.00

Sourcewell Discount: (\$9,675.60)

SUBTOTAL: \$34,304.40

2Yr M6060HD Extended Warranty \$1,500.00

Factory Assembly: \$325.00

Dealer Assembly: \$447.33

Freight Cost: \$506.25

PDI: \$400.00

Sales Tax \$2,958.75

CA Tire Fee \$7.00

Total Unit Price: \$40,448.73

Quantity Ordered: 1

Final Sales Price: \$40,448.73

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.



Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4800041718
Nebraska 14777 (OC)
Mississippi 820067336

M6060HD WEB QUOTE #2899006

Date: 7/30/2025 1:25:02 PM

-- Customer Information --

Barr, David

101769

City Of Turlock

dbarr@turlock.ca.us

209-669-7149

Quote Provided By

GARTON TRACTOR, INC.

Troyce Metcalf

2400 N GOLDEN STATE BLVD

TURLOCK, CA 95380

email: tmetcalf@gartontractor.com

phone: 2096204636

-- Standard Features --

-- Custom Options --



M Series

M6060HD

UTILITY ROPS TRACTOR, 4WD, HYDRAULIC SHUTTLE
TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4
CRS - Common Rail Electronic Fuel
Injection
Electronic Governor Control
Turbocharged with EGR Valve
^ 63 Net Eng. HP
^ 56 PTO HP
EPA Tier IV Emission Certified
12V 700 CCA Battery
Charging Output 45 amps

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
First Remote (SCD) with Self
Canceling Detents
6.1 gpm Power Steering
11.0 gpm Remotes / 3 Pt. Hitch
@ 2770 psi
17.1 gpm Total
Cat II 3-point Hitch
At lift Point 4,200 lbs.
24" Behind 3,307 lbs.
Telescoping Lower Links
First Remote (SCD) with Self
Canceling Detents
Stabilizers
Swinging Drawbar

FRONT AXLE

Hydrostatic Power Steering
4WD: Bevel Gear
55 degree turning angle
Cast Iron
Adj. (Rim) Tread Spacing

DRIVE TRAIN

Four Speed Fully Synchronized
8F/8R Speeds Hydraulic Shuttle
Planetary Final Drives on Rear Axles
Rear Diff. Lock (ALL)

^ Manufacturer estimate.

SELECTED TIRES

sub89
FRONT - LSW305-521R3 TITAN GRIZZ LSW SOFT TURF
REAR - LSW570-648 R3 TITAN GRIZZ LSW SOFT TURF

FLUID CAPACITY

Fuel Tank (ROPS) 18.5 gal
Cooling System 6.6 qts
Crankcase 8.5 qts
Transmission and
Hydraulics 10.6 gal
Front Axle (4WD) 8.5 qts

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2160 Eng. rpm

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
PTO - OPC (Operator Presence
Control, Alarm 10 seconds)
Mechanical Electric Key Shut Off
Wet Disc Brakes
Parking Brakes
Turn Signals
SMV Sign

ROPS MODEL

2-Post Foldable ROPS with
Retractable Seat Belt

LIGHTING

2 Headlights w/sidelights
2 Tail lights
2 Hazard Flasher Lights with
Turn Signals (ROPS)
7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

M6060HD Base Price: \$41,323.00

(1) HYD FLOAT DETENT (FD) REMOTE VALVE \$897.00

M7605-HYD FLOAT DETENT (FD) REMOTE VALVE

(1) 2ND PTN LVR KIT /M6060/M7060HD \$185.00

M7607-2ND PTN LVR KIT /M6060/M7060HD

(1) DRAWBAR CLEVIS \$92.00

M9594-DRAWBAR CLEVIS

(1) FIBERGLASS CANOPY \$494.00

E1134-FIBERGLASS CANOPY

(1) MOUNTING BRACKET FOR CANOPY \$245.00

E1136-MOUNTING BRACKET FOR CANOPY

(1) DOWN EXHAUST MUFFLER \$436.00

M7956-DOWN EXHAUST MUFFLER

(1) GRILLE GUARD KIT \$308.00

M6872-GRILLE GUARD KIT

Configured Price: \$43,980.00

Sourcewell Discount: (\$9,675.60)

SUBTOTAL: \$34,304.40

2Yr M6060HD Extended Warranty \$1,500.00

Factory Assembly: \$325.00

Dealer Assembly: \$447.33

Freight Cost: \$506.25

PDI: \$400.00

Sales Tax \$2,958.75

CA Tire Fee \$7.00

Total Unit Price: \$40,448.73

Quantity Ordered: 1

Final Sales Price: \$40,448.73

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.



Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041719
Nebraska 14777 (OC)
Mississippi 8200067336

M6060HD WEB QUOTE #2899004

Date: 7/30/2025 1:23:28 PM

-- Customer Information --

Barr, David
101769
City Of Turlock
dbarr@turlock.ca.us
209-669-7149

Quote Provided By
GARTON TRACTOR, INC.
Troyce Metcalf
2400 N GOLDEN STATE BLVD
TURLOCK, CA 95380
email: tmetcalf@gartontractor.com
phone: 2096204636

-- Standard Features --

-- Custom Options --



M Series

M6060HD
UTILITY ROPS TRACTOR, 4WD, HYDRAULIC SHUTTLE
TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4
CRS - Common Rail Electronic Fuel
Injection
Electronic Governor Control
Turbocharged with EGR Valve
^ 63 Net Eng. HP
^ 56 PTO HP
EPA Tier IV Emission Certified
12V 700 CCA Battery
Charging Output 45 amps

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
First Remote (SCD) with Self
Canceling Detents
6.1 gpm Power Steering
11.0 gpm Remotes / 3 Pt. Hitch
@ 2770 psi
17.1 gpm Total
Cat II 3-point Hitch
At lift Point 4,200 lbs.
24" Behind 3,307 lbs.
Telescoping Lower Links
First Remote (SCD) with Self
Canceling Detents
Stabilizers
Swinging Drawbar

FRONT AXLE

Hydrostatic Power Steering
4WD: Bevel Gear
55 degree turning angle
Cast Iron
Adj. (Rim) Tread Spacing

DRIVE TRAIN

Four Speed Fully Synchronized
8F/8R Speeds Hydraulic shuttle
Planetary Final Drives on Rear Axles
Rear Diff. Lock (ALL)

^ Manufacturer estimate.

SELECTED TIRES

sub89
FRONT - LSW305-521R3 TITAN GRIZZ LSW SOFT TURF
REAR - LSW570-648 R3 TITAN GRIZZ LSW SOFT TURF

FLUID CAPACITY

Fuel Tank (ROPS) 18.5 gal
Cooling System 6.6 qts
Crankcase 8.5 qts
Transmission and
Hydraulics 10.6 gal
Front Axle (4WD) 8.5 qts

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2160 Eng. rpm

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
PTO - OPC (Operator Presence
Control, Alarm 10 seconds)
Mechanical Electric Key Shut Off
Wet Disc Brakes
Parking Brakes
Turn Signals
SMV Sign

ROPS MODEL

2-Post Foldable ROPS with
Retractable Seat Belt

LIGHTING

2 Headlights w/sidelights
2 Tail lights
2 Hazard Flasher Lights with
Turn Signals (ROPS)
7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

M6060HD Base Price: \$41,323.00

(1) HYD FLOAT DETENT (FD) REMOTE VALVE	\$897.00
M7605-HYD FLOAT DETENT (FD) REMOTE VALVE	
(1) 2ND PTN LVR KIT /M6060/M7060HD	\$185.00
M7607-2ND PTN LVR KIT /M6060/M7060HD	
(1) DRAWBAR CLEVIS	\$92.00
M9594-DRAWBAR CLEVIS	
(1) FIBERGLASS CANOPY	\$494.00
E1134-FIBERGLASS CANOPY	
(1) MOUNTING BRACKET FOR CANOPY	\$245.00
E1136-MOUNTING BRACKET FOR CANOPY	
(1) DOWN EXHAUST MUFFLER	\$436.00
M7956-DOWN EXHAUST MUFFLER	
(1) GRILLE GUARD KIT	\$308.00
M6872-GRILLE GUARD KIT	

Configured Price: \$43,980.00

Sourcewell Discount: (\$9,675.60)

SUBTOTAL: \$34,304.40

2Yr M6060HD Extended Warranty \$1,500.00

Factory Assembly: \$325.00

Dealer Assembly: \$447.33

Freight Cost: \$506.25

PDI: \$400.00

Sales Tax \$2,958.75

CA Tire Fee \$7.00

Total Unit Price: \$40,448.73

Quantity Ordered: 1

Final Sales Price: \$40,448.73

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: David Barr, Fleet Services Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$70,000 to Fund 506 "Vehicle/Equipment Replacement" account number 506-00-000-222.51020 "Equipment Replacement" and \$70,000 to account number 506-00-000-223.51020 "Equipment Replacement" from Fund 506 unallocated reserves in Fiscal Year 2025 - 2026

Motion: Approving the purchase of two (2) Ford F-250 trucks with utility bodies from Rush Truck Centers of California pursuant to the Sourcewell Contract No. 032824-RTG, for a total amount not to exceed \$139,992.94 expensed to Fund 506 "Vehicle/Equipment Replacement" 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

2. NARRATIVE:

Staff requests the approval to purchase two (2) Ford F-250 trucks with utility bodies for \$139,992.94 from Rush Truck Centers of California pursuant to the Sourcewell Contract No. 032824-RTG, for a total amount not to exceed \$139,992.94 and a budget amendment to support the purchase.

The proposed Ford F-250 trucks with utility bodies will be used in the City of Turlock's Electrical Division. Both trucks will be used to replace units that have exceeded their useful lives.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The Purchasing Division has made the determination that this item does not require a competitive procedure due to TMC 2-7-08 (b)(5) that states, bidding is not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

The purchase of two (2) Ford F-250 trucks with utility bodies, totaling \$139,992.94, will be charged to account number 506-00-000-223.51020 for one truck and 506-00-000-222.51020 for the other.

A budget amendment in Fiscal Year (FY) 2025-26 will be required in order to fund this purchase. Staff recommends an allocation of funds be appropriated to each respective expense account from unallocated reserves of Fund 506.

4. 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.

5. ATTACHMENTS:

1. Draft Resolution
2. CITY OF TURLOCK F250 UTILITY QUOTE (Purchase 2)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2025-
\$70,000 TO FUND 506	}	
"VEHICLE/EQUIPMENT REPLACEMENT"	}	
ACCOUNT NUMBER 506-00-000-222.51020	}	
"EQUIPMENT REPLACEMENT" AND \$70,000	}	
TO ACCOUNT NUMBER 506-00-000-	}	
223.51020 "EQUIPMENT REPLACEMENT"	}	
FROM FUND 506 UNALLOCATED	}	
RESERVES IN FISCAL YEAR 2025 - 2026	}	

WHEREAS, the City’s Electrical Division requires reliable service vehicles to perform essential operations, including maintenance and repair of the municipal electrical system; and

WHEREAS, staff has identified the need to replace two existing trucks that have exceeded their useful service lives; and

WHEREAS, in another action, staff propose the purchase of two (2) Ford F-250 trucks with utility bodies from Rush Truck Centers of California under Sourcewell Contract No. 032824-RTG, for a total cost not to exceed \$139,992.94, in accordance with Turlock Municipal Code Section 2-7-08(b)(5), which authorizes the use of joint, cooperative, or leveraged purchasing plans without a separate City bidding process; and

WHEREAS, the purchase will require a budget amendment to appropriate \$70,000 to account number 506-00-000-222.51020 "Equipment Replacement" and \$70,000 to account number 506-00-000-223.51020 "Equipment Replacement" from Fund 506 unallocated reserves in Fiscal Year 2025-26; and

WHEREAS, this action is not a project under the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(5) of the CEQA Guidelines, as it constitutes administrative activities that will not result in direct or indirect physical changes to the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$70,000 to Fund 506 "Vehicle/Equipment Replacement" account number 506-00-000-222.51020 "Equipment Replacement" and \$70,000 to account number 506-00-000-223.51020 "Equipment Replacement" from Fund 506 unallocated reserves in Fiscal Year 2025 - 2026.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of September, 2025, by the following vote:

AYES:	
NOES:	
NOT PARTICIPATING:	
ABSENT:	ATTEST:

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



Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres

1720 Herndon Rd
Ceres, CA 95307-4421
(209) 857-7400

Customer Proposal Letter

City of Turlock
701 South Walnut Road
Turlock 95380

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Ford Model F-250 Stock # TBD Serial # TBD

Additional Vehicle Details: F250 REG CAB UTILITY BODY WITH ELECTRONIC LOCKING DOORS NO OVERHEAD RACK NO LIGHTING PACKAGE
SOURCEWELL CONTRACT NUMBER 032824-RTG

MSRP \$48090 DISCOUNT 1.5% (721.35) + BODY COST \$16,700.63 = TOTAL SELLING PRICE \$64,069.28 ALL WITHIN SOURCEWELL QUOTE GUIDELINES

Quantity		Total
Truck Price per Unit	TAXABLE	\$ 64,069.28
F.E.T. (Factory & Dealer Paid)		\$ 0.00
Net Sales Price		\$ 64,069.28
Optional Extended Warranty(ies)		
State Sales Tax 8.625%		\$ 5,554.44
Documentary Fee	TAXABLE	\$ 80.00
Administration Fee	TAXABLE	\$ 250.00
Electronic Filing		\$ 34.00
Tire Recycling Program		\$ 8.75
Total Sales Price		\$ 69,996.47
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery		\$ 69,996.47

Sales Representative

Signature

Jeffrey Shipman

Printed Name

Date

7-22-25

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager

or General Manager

Signature

Printed Name

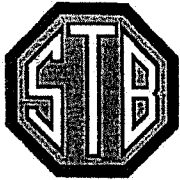
Date

Quote good until 10/27/2025

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



Stiles Truck Body & Equipment, Inc.

P.O. Box 507 Turlock CA 95381-0507
701 S Golden State Blvd. Turlock CA 95380
Phone: 209-667-2639 FAX: 209-667-2746
website: www.stilestruckbody.com

Estimate

Date	Estimate #
7/17/2025	33228

BODY SPEC

Name / Address
Rush Truck Centers of California, Inc. Attn: Jeff P.O. Box 34630 SAN ANTONIO TX 78266

Terms	Rep
Dealer Price Net 10 Days	SRS
Fax Number	Phone Number

Description	Quantity	Unit Price	Total
FOR: CITY OF TURLOCK #696F40-2 Knapheide Service Body with built-in flip top opening compartments on both sides. - 8' long x 78" wide x 41.5" high w/ 14.5" deep compartments & 49" wide cargo area. - NXG rivetless rotary stainless steel slam latches. - 77009660 Knapheide Power door lock kit, installed and wired to the truck's electric locking circuit. - Standard interior shelving package. - 20128850 Knapheide surface mounted LED light kit. - 20095520 Knapheide body installation kit, 2017+ Ford 56" C.A. - 34860174 Knapheide 78" straight galva grip rear bumper with Knap Liner black spray on coating. - Interior & exterior of body painted WHITE. - Installation of body onto a 2025 Ford F-250 regular cab "factory bed delete" w/ 56" cab to axle SRW chassis. - Weight Certificate & Final Stage Department of Transportation Certification Fee: ADDITIONAL ITEMS (included): - Aluminum diamond plate trim package w/ top pack covers, front rock guards and tailgate cap. - Ford OEM provided backup camera to be installed at the rear of the truck and wired to the factory harness (only if the truck is factory equipped). - Ford OEM trailer tow package to remain in-place and usable after body installation. - (1) 7-Wire RV trailer light plug. TERMS: DEALER PRICE / NET 10 DAYS - Upon acceptance, please sign and return this estimate along with the truck VIN(s).			

Upon acceptance of bid, please sign one copy of this estimate and return to us for our records, along with any required deposits or signed purchase orders. This Contract is void 30 days from date, unless one copy is signed and returned to bidder.
Please Note: There are NO Returns on special order, non-stocked part. Special orders require a non-refundable deposit. A 25% restocking charge may apply on all other returns.

Subtotal

Sales Tax (8.625%)

Total

Customer Signature _____

Sales Representative Signature _____



Preview Order J105 - F2A 4x2 Reg Cab SRW: Order Summary Time of Preview: 07/17/2025 11:03:13 Receipt: 7/17/2025

Dealership Name: Rush Truck Center, Ceres

Sales Code : F72919

Dealer Rep.	Jeffrey Shipman	Type	Fleet	Vehicle Line	Superduty	Order Code	J105
Customer Name	CITY TURLOCK	Priority Code	H1	Model Year	2026	Price Level	620

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X2 STYLESIDE PICKUP/142	\$45675	9900# GVWR PACKAGE	\$0
142 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$45675	SPARE TIRE AND WHEEL	\$295
OXFORD WHITE	\$0	TRAILER BRAKE CONTROLLER	\$300
VINYL 40/20/40 SEATS	\$0	SIRIUSXM W/360L (3 MOS TRIAL)	\$0
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	HEAVY SERVICE PACKAGE	\$125
.XL TRIM	\$0	HEAVY SERVICE FRONT SUSPENSION	\$125
.AIR CONDITIONING -- CFC FREE	\$0	PRICE CONCESSION INDICATOR	\$0
.AM/FM STEREO MP3/CLK	\$0	REMARKS TRAILER	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
3.73 RATIO NON LTD SLIP AXLE	\$0	FUEL CHARGE	\$0
PICKUP BOX DELETE	\$-625	NET INVOICE FLEET OPTION (B4A)	\$0
.REAR VIEW CAMERA & PREP KIT	\$0	PRICED DORA	\$0
JOB #1 ORDER	\$0	ADVERTISING ASSESSMENT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	DESTINATION & DELIVERY	\$2195

TRUCK SPEC

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

MSRP
\$48090
NA
\$48090

ORDERING FIN: QB278 END USER FIN: QB278

INCENTIVES

Acc. Code ID :10 Contract/Ref # :04-229T Bid Date :05/08/25State : CA

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: David Barr, Fleet Services Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of one (1) Ford F-250 truck from Rush Truck Center, Ceres pursuant to the Sourcewell Contract No. 032824-RTG, for a total amount not to exceed \$113,745.97 expensed to Fund 506 "Vehicle/Equipment Replacement" 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

2. NARRATIVE:

Staff requests the approval to purchase one (1) Ford F-250 truck with an animal control body for \$113,745.97 from Rush Truck Center, Ceres pursuant to the Sourcewell Contract No. 032824-RTG, for a total amount not to exceed \$113,745.97.

The proposed Ford F-250 with animal control body will be used by the Police Department's Animal Control Division. This vehicle will replace an aging unit that is utilized to safely transport animals around the City as may be required.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The Purchasing Division has made the determination that this item does not require a competitive procedure due to TMC 2-7-08 (b)(5) that states, bidding is not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

The purchase of one (1) Ford F-250 truck with animal control body for \$113,745.97 from Rush Truck Center, Ceres will be expensed to account number 506-00-000-213.51020.

Appropriate funds have been allocated during the Fiscal Year 2025-26 budget process to fund this purchase.

4. 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.

5. ATTACHMENTS:

1. Quote



Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres

1720 Herndon Rd
Ceres, CA 95307-4421
(209) 857-7400

Customer Proposal Letter

City of Turlock
701 South Walnut Road
Turlock 95380

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Ford Model F-250 Stock # TBD Serial # TBD

Additional Vehicle Details: F250 SUPERCAB ANIMAL CONTROL BODY per customers spec request from Diamond Truck Body Stockton. BODY QUOTE INCLUDES LIGHTING PACKAGE

SOURCEWELL CONTRACT NUMBER:032824-RTG

MSRP \$51405 DISCOUNT 1.5% (772) + BODY COST \$53,712 (WHICH INCLUDES A 10% MARKUP ON THE ESTIMATED BODY COST) = \$104,345.00 ALL WITHIN

Quantity		Total
Truck Price per Unit	\$ 104,345.00	\$ 104,345.00
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 104,345.00	\$ 104,345.00
Optional Extended Warranty(ies)		
State Sales Tax	\$ 9,028.22	\$ 9,028.22
Documentary Fee	\$ 80.00	\$ 80.00
Administration Fee	\$ 250.00	\$ 250.00
Electronic Filing	\$ 34.00	\$ 34.00
Tire Recycling Program	\$ 8.75	\$ 8.75
Total Sales Price	\$ 113,745.97	\$ 113,745.97
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 113,745.97	\$ 113,745.97

Sales Representative

Signature

Jeffrey Shipman

Printed Name

8/19/25

Date

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager

or General Manager

Signature

Printed Name

Date

Quote good until 10/27/2025

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: David Huff, Water Quality Control Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement (City Contract No. 2026-053) with Jim Brisco Enterprises, Inc., in response to RFP No. 25-009, for the Reuse and Disposal of Biosolids for a period of three (3) years, in a total not-to-exceed amount of \$750,000, to be expensed to Fund 410

2. NARRATIVE:

The Regional Water Quality Control Facility (RWQCF) produces between 2,500 and 4,500 dry metric tons of biosolids annually. The City of Turlock (City) currently disposes of these biosolids through beneficial reuse, primarily agricultural land application, in accordance with Class B biosolids standards as defined under EPA 40 CFR Part 503. Given the changing regulatory landscape, the City issued RFP No. 25-009 to secure a qualified contractor to continue this practice while also providing landfill disposal as a contingency. This contract ensures compliance, operational continuity, and cost-effectiveness for biosolids management.

The RWQCF serves approximately 91,000 residents and is a regional facility that accepts flows from Turlock, Denair CSD, Keyes, and Ceres. Solids generated through wastewater treatment are processed via anaerobic digestion and drying beds, then transported to a storage area upgraded in 2021. Finished biosolids are transferred annually to a third-party service provider for agricultural application.

The scope of work includes:

- Loading and transportation of biosolids
- Land application and securing of suitable farmland
- Monitoring and regulatory reporting
- Landfill disposal if beneficial reuse is not feasible

The Purchasing Division issued RFP No. 25-009, soliciting competitive bids for the Reuse and Disposal of Biosolids. Multiple vendors were contacted; however, only one proposal was received—from Jim Brisco Enterprises, Inc. Staff conducted a thorough review of the submittal and determined the vendor met all requirements and is qualified to perform the requested services.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no impact to the General Fund as a result of the proposed action.

The total compensation under this contract will not exceed \$750,000. Expenses under this

agreement will be paid out of Fund 410, "Water Quality Control" account number 410-51-530.43312 "Biosolids Recycling".

4. 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.

5. ATTACHMENTS:

1. City Contract 2026-053 with Jim Brisco Enterprises, Inc.



**SERVICE PROVIDER (PREVAILING WAGE) AGREEMENT BETWEEN THE CITY
OF TURLOCK
and
JIM BRISCO ENTERPRISES, INC.
for
REGIONAL WATER QUALITY CONTROL FACILITY (RWQCF)
REUSE AND DISPOSAL OF BIOSOLIDS**

City Contract No. 2026-053

THIS SERVICE PROVIDER AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and JIM BRISCO ENTERPRISES, INC., a California corporation (“Service Provider”), on this 9th day of September 2025 (the “Effective Date”). City and Service Provider may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform Service Provider services to assist City with Regional Water Quality Control Facility (RWQCF) reuse and disposal of biosolids (the “Project”).

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 52 of this Agreement, Sections 1 through 52 shall prevail

2. Term. The term of this Agreement shall be three (3) year(s) and will commence on the Effective Date and terminate on the 9th day of September, 2028 (“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. {Intentionally Omitted}

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

5. Work.

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

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

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

(a) Service Provider provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Service Provider’s proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Service Provider’s

proposed revisions, if any, to the Completion Schedule; and (4) set forth the Service Provider's proposed revisions, if any, to the Compensation Schedule; and

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Service Provider Services. City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Service Provider's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Service Provider shall not exceed Seven Hundred Fifty Thousand and No/100ths Dollars (\$750,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. {Intentionally Omitted}

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

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

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

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

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

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

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

11.1. Payment of Prevailing Wage:

(a) Monitoring and Enforcement. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, some work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Some work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) Wages & Hours of Employment: In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

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

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

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

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

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

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

13. Conformity with Law and Safety. Service Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the

Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Service Provider must be in accordance with these laws, ordinances, codes and regulations. Service Provider's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

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

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

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

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

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

15. Excusable Delays; Notice to Other Party of Delay. Service Provider shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil

disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Service Provider. Force Majeure does not include: (a) Service Provider's financial inability to perform; (b) Service Provider's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Service Provider's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Service Provider.

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

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

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

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

to such Products to City. With the prior written approval of City's point of contact for the Project, Service Provider may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Service Provider arising out of or relating to this Agreement or the breach thereof, including claims of Service Provider for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras,

delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Service Provider, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

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

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

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

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

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

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

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

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

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

24.1 Commercial General Liability. Service Provider shall carry commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

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

24.3 Professional Liability. Service Provider shall carry professional liability insurance that insures against professional errors and omissions that may be made in performing services in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim and in the aggregate or greater if appropriate for the Service Provider's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Service Provider shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

24.4 Commercial Automobile Liability. Service Provider shall carry commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than Two Million Dollars (\$2,000,000.00) or greater per accident for owned, leased, hired, and non-owned or borrowed automobiles.

24.5 Umbrella or Excess Policy. Service Provider 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 Service Provider's primary and excess liability policies are exhausted.

24.6 Waiver of Subrogation. With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in

favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

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

26. Indemnifications.

26.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Service Provider shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City’s Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Service Provider or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Service Provider, or any direct or indirect subcontractor, employee, contractor, representative or agent of Service Provider, or anyone that Service Provider controls (collectively “Liabilities”). Such obligations to defend, hold harmless, and indemnify City and City’s Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City’s Agents, but shall apply to all other Liabilities. With respect to third party claims against the Service Provider, the Service Provider waives any and all rights of any type of express or implied indemnity against City and City’s Agents.

26.2 Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including

liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or agency for which Service Provider is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Service Provider.

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

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

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

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

31. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City:

**City of Turlock
Attn: 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
Turlock, California 95380-5456

If to Service Provider:

Jim Brisco Enterprises, Inc.
Attn: George Morrow
221 Airpark Rd, Suite A
Atwater, CA 95301

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

David Huff
Water Quality Control Division Manager
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone: (209) 668-5451
E-mail: DHuff@turlock.ca.us

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

34. Use of City Project Number. {Intentionally Omitted}

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

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

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

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

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

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

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

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

43. 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.

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

45. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

[Signatures on Following Page]

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

**CITY OF TURLOCK, a California
municipal corporation**

**JIM BRISCO ENTERPRISES, INC., a
California corporation**

By: _____
Susan E. Borrego, Interim City Manager

By: George Morrow

Print Name: George Morrow

Title: President

Date: _____

Date: 21 Aug 2025

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

SCOPE OF SERVICE

The City invites you to submit a proposal for services related to the reuse and disposal of biosolids at the RWQCF.

The scope of work includes the loading, transportation, maintenance of the Turlock site, securing farmland, land application, monitoring, reporting, and fulfilling any required regulatory agency permitting and reporting associated with the land application of the biosolids.

The service provider shall adhere to the City's Biosolids Use and Disposal Plan to ensure that best practices for biosolids management are being followed to ensure compliance with EPA 40 CFR Part 503 "Standards for the Use and Disposal of Sewage Sludge."

The successful bidder shall dispose biosolids through beneficial reuse. "Beneficial reuse" is defined as composting or co-composting and recycling in agriculture as a soil amendment. If biosolids are unable to be disposed through beneficial reuse methods, the City may choose to dispose of biosolids at an approved landfill.

The service provider is responsible for regularly removing material from the RWQCF 100,000 square foot storage pad in coordination with the Water Quality Control Division Manager. The City starts transporting the biosolids from the drying beds to the storage area in July and typically finishes in October. The service provider shall remove all of the biosolids from the property before November 1st unless otherwise approved by the City. The service provider must promptly notify RWQCF if they anticipate any significant delays in the removal process. Weather and field conditions may sometimes hinder land application activities, potentially putting the RWQCF storage pad at risk of exceeding its capacity.

The Water Quality Control Division Manager will oversee the pad space and will inform the service provider if the biosolids need to be disposed of in a different location. The service provider must relocate the biosolid upon 10 days of notification, and the City may grant additional days, which will be evaluated on a case-by-case basis. "Disposal" is defined to include landfill, monofill, incineration, and/or co-disposal with solid waste. Based on the final bid disposition, the preferred order for the reuse or disposal of biosolids is anticipated to be as follows: (1) Beneficial Reuse; (2) Disposal.

The service provider will only be compensated for the amount of biosolids that are removed. The service provider shall measure the outflow on a scale and provide weight tags and summarize tonnage removed along with their Cal Recycle Recycling and Disposal Reporting System number. Any other method for estimating outflow shall be approved by the City.

The service provider is responsible for keeping the hauling route, equipment, and Turlock site work area clean. They must manage any spills of biosolids, fuel, or oil that occur during transportation.

In case of a spill, the service provider is required to follow and notify all local, state and federal requires pertaining to the spill. In addition, the service provider must also immediately inform the Water Quality Control Division Manager, providing details about the location, estimated quantity, notifications made, issues caused, and corrective actions taken.

The service provider is also solely accountable for cleaning up any biosolids that are spilled or improperly discarded outside authorized areas, at their own expense and in compliance with applicable laws.

During the contract term, the service provider will furnish all of the items or work described in this solicitation. The service provider shall be responsible for all permits, materials, equipment, prevailing wage, and labor necessary for performing all work.

Services Provided by City at no Cost to Service Provider

1. National Pollutant Discharge Elimination System (NPDES) required monitoring analysis.
2. Sufficient staging area for Service Provider's equipment
3. Adequate area for screening and loading. (i.e. Biosolids Storage Facility)

Services Provided by Service Provider at no Cost to City

1. Development of plans and schedules related to the performance of the Agreement, as specified.
2. Procurement of sites for the application of biosolids or marketing of the biosolids for other uses.
3. Procurement of any local, state, and federal permits.
4. Installation and removal of temporary facilities for loading and removing products.
5. Coordination of activities.
6. Performing quality control
7. Keeping records of removal, handling, and applications of the biosolids for a minimum of 5 years.
8. Restoration of the plant site affected by work under the Agreement.
9. Other work specified in the Agreement
10. Quarterly report including quantity transferred, location of reuse/disposal, and other data as required for submission to the Department of Resource Recycling and Recovery.
11. Annual report submittal of activities, including quantity reused/disposed, method, analytical results, and other data as required for submission to the City of Turlock, US EPA Region 9, and California Regional Water Quality Control Board Central Valley Region.

RFP 25-009 Regional Water Quality Control Facility (RWQCF)
Reuse & Disposal of Biosolids

Name of Service Provider: Jim Brisco Enterprises, Inc
Contact Person(s): George Morrow
Address: 221 Airpark Rd, Suite A; Atwater, Ca 95301
Phone: 209-356-3275 ext 5 Fax: 209-676-4610
Email: briscoenterprises@gmail.com
City of Turlock Business License No. (if applicable): 503162
DIR No.: 100001 2218
Contractor License No. (if applicable): C626742
*Unique Entity Identifier (if applicable): E8TXPHFTPMW4

George Morrow

(Signature)

*A Unique Entity Identifier (UEI) is the primary means of entity identification for Federal awards government-wide. UEIs are required in accordance with 2 CFR Part 25, and are being issued by the Federal Government in SAM.gov. SAM.gov, or the System for Awards Management is the official site for registering to do business with the Federal Government. All prime contractors will be verified for SAM registration upon bid evaluation.

RFP 25-009 Regional Water Quality Control Facility (RWQCF)
Reuse & Disposal of Biosolids

BENEFICIAL REFUSE/DISPOSAL OF WASTEWATER BIOSOLIDS		
Up to 5,000 tons per year of biosolids The proposed cost should reflect all the labor, equipment, materials and transportation to accomplish this project.	Disposal Cost Per Ton	\$ 40.00
	Refuse Cost Per Ton	\$ 90.00
	Screening, on an as needed basis Cost Per Ton	\$ 7.00
	Rototilling, on an as needed basis Cost Per Ton	\$ 7.00

List any extra charges not described above:

N/A



To Whom It May Concern

7 Aug 2024

The purpose of this letter is to provide you with a brief, recent company history of Jim Brisco Enterprises, Inc. and an overview of our operations and management.

Starting with management: George Morrow is a 60% owner. He has a BS in Math from LSU and an MS in Systems Management from USC. He retired from a 23 year career in the US Air Force, then taught math for 6 years in local high schools, and taught math for 20 years part-time at Merced College. Christopher Morrow is a 20% owner who attended Fresno State for one year in Construction Management. Danny Hull is a 20% owner who attended welding classes at Merced College.

Christopher began working for Jim Brisco in the portable concrete crushing operation in late 2005, with Danny following shortly thereafter. In 2006, Jim Brisco made known his desire to sell the company. He trained George in the fall of 2006 on the particulars of the biosolids portion of the business and we purchased the company in January 2007.

At the time, the business had gross annual revenue of \$600,000 and consisted of two profit centers, which were portable concrete crushing and biosolids hauling. We still crush concrete rubble with a portable concrete crusher and produce baserock. We also still haul biosolids (a pleasant name for sewage sludge) from wastewater treatment plants and apply them to farm ground as fertilizer. This mostly occurs in the fall, making this activity seasonal, akin to farming. We have also added trucks (end dumps, transfers trucks and bottom dumps) that are a large part of our business. Ready-Mix concrete was added in 2009.

Recent developments include the opening of a sand and gravel pit in La Grange. This plant supplies rock and concrete sand to our own ready-mix operation and will allow us to sell to one or two other ready-mix plants in the vicinity. In 2018, we purchased about \$600,000 of aggregates from outside rock plants that will no longer be necessary. This site also contains a large quantity of



(209) 356-3275 | team@briscoenterprises.com
221 Airpark Rd., Ste. A, Atwater, CA 95301
www.briscoenterprises.com



high quality cobble that we have recently had great demand for. Another recent development is a contract with Martin Marietta to haul aggregates from their rock plants to their ready-mix plants. We recently bought 5 sets of double bottom-dump trailers for this contract, which will result in gross revenues of about \$1,300,000. We get a 5% broker fee for the trucks we subcontract for this and clear about 30% with our own trucks. A very recent subsequent contract with Martin Marietta to mine and haul material at their Sanger plant will result in gross revenue of about \$200,000 per month.

In June 2018, we received the deed to 10.8 acres of property in the City of Atwater, adjacent to WalMart. That was payment in full for demolishing their abandoned sewer plant. The property appraised for \$450,000 eight years ago. We consolidated our operations at that site.

We have a great deal of work now and in the near future. We have 20,000 tons of concrete to crush for Ranchwood in Los Banos. Gallo Farms is having us demolish a dairy. Part of that job involves crushing 20,000 tons of concrete rubble that we will sell as baserock. We also take in concrete rubble in our own crushing yard that currently holds approximately 80,000 tons of concrete rubble to be crushed. We have easily been able to sell all of the baserock that we can produce for about \$13 per ton. Our regular biosolids season will start in early September and run through mid-December.

As you can see, our business activities are very diversified. This year, 2024, is shaping up to be a very good year.

Please call or email with any questions.

Thank you,

George Morrow
209-761-2617 (cell)





To continue with Qualifications and Experience:

Jim Brisco Enterprises, Inc is a corporation. Ownership and Senior Officials:
George Morrow (60%) – President, Christopher Morrow (20%) – Secretary,
Daniel Hull (20%) – Treasurer.

Main Contact: George Morrow, [email - briscoenterprises@gmail.com](mailto:email-briscoenterprises@gmail.com) Cell Ph: 209-761-2617
Web for the company: briscoenterprises.com

The Project Team will be headed by George Morrow, who has been managing this type project since 2006.. We will also utilize very experienced loader operators, drivers of belt trailers and dump trucks for hauling the biosolids, a very experienced spreader operator, as well as an experienced tractor driver for discing. The spreadrate for the biosolids will be calculated by a certified crop advisor.

Methodology Section:

The plan is as follows: once the notification of award has been issued, we will gather however many sets of test results are available, average the results and calculate the spreadrate. We will monitor the farm and decide which field or fields upon which to spread your biosolids.

Once the Notice to Proceed is issued, our efforts will be as follows: we will relocate our loader to your location, arrange for sufficient haul trucks, load the trucks, haul to and dump the biosolids into the designated field(s), spread the biosolids at the calculated spreadrate, and disc the biosolids into the soil, all within the time specified by the contract. This effort should achieve client satisfaction.

The specific task we will require from the city is to open the back gate each morning before our loader operator and trucks arrive.

Permits are obtained from and fees paid to the Central Valley Regional Water Quality Control Board and the Merced County Environmental Health Department.

The RWQCB Permit Order Number is: 2004-0012-DWQ-R0034 dated 18 Oct 2023. We pay the same fees annually that we paid for the initial permit so it does not expire until we file a Notice of Termination, and pay that fee.

The Merced County Dept of Environmental Health approved our application on 10 Aug 2023. The only number on the Application Form is the Invoice Number, IN0112620. We only pay the county permit fees every five years, so it is my understanding that the permit expires in five years. I'm quite sure the county will remind us. We have no storage facility.



(209) 356-3275 | team@briscoenterprises.com
221 Airpark Rd., Ste. A, Atwater, CA 95301
www.briscoenterprises.com



Innovation and creativity on a job of this nature is a real challenge. You asked for approaches that will maximize time and cost-effective operations. I assume you meant minimize time. We could minimize time by adding additional loaders and operators and increasing the number of trucks. That, however would incur space limitations that would increase costs.

Staffing:

George Morrow will be the director of this operation. He has been doing this type of work since he was trained to do so by Jim Brisco in 2006. We have been land applying biosolids since then. Should George Morrow expire before this job begins, Christopher Morrow is perfectly capable of executing the requirements of this job. We have several highly qualified loader operators to select for this job as well as very experienced truck drivers, spreader operators and tractor drivers. Hours of work required will be determined by the amount of sludge required to load and haul.

Similar Projects:

City of Turlock Biosolids Disposal 17 Oct 2024-31 Oct 2024
David Huff, 209-668-5451, dhuff@turlock.ca.us

City of Lathrop Biosolids Disposal 15 Aug 2024-20 Aug 2024
Paul Zolfareilli, 209-941-5011, paul.zolfarelli@violia.com

City of Atwater Biosolids Disposal 31 Oct 2024-31 Oct 2024
Steve Pound, 209-357-3452, steven.pound@violia.com

Fee Proposal: There will be no fees. We will just charge the cost indicated in Exhibit B



City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: David Barr, Fleet Services Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of one (1) 25-yard rear loader packer truck from Haaker Refuse pursuant to the Sourcewell Contract No. 110223-MCN, for a total amount not to exceed \$361,812.50 expensed to Fund 506 "Vehicle/Equipment Replacement" 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

2. NARRATIVE:

Staff requests the approval to purchase one (1) 25-yard rear loader packer truck pursuant to the Sourcewell Contract No. 110223-MCN, for a total amount not to exceed \$361,812.50.

The proposed 25-yard rear loader packer truck will be used in the City of Turlock's Streets, Storm and Assessment District locations for clearing green waste debris from city streets and other properties as well as many other functions as may arise. This unit will replace a 1990 unit that is currently in service and needs to be updated for emission compliance reasons as well as exceeding its useful life.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The Purchasing Division has made the determination that this item does not require a competitive procedure due to TMC 2-7-08 (b)(5) that states, bidding is not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

The purchase of one (1) 25-yard rear loader packer truck for \$361,812.50 from Haaker Refuse will be expensed to the following account numbers:

506-00-000-234.51020 - Assessment Districts (\$90,000)

506-00-000-232.51020 - Storm (\$90,000)

506-00-000-231.51020 - Streets (\$181,812.50)

Appropriate funds have been allocated during the Fiscal Year 2025-26 budget process to fund this purchase.

4. 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.

5. ATTACHMENTS:

1. Quote



3624 Munster Avenue Unit A, Hayward, CA 94545
(510) 514-0043 ~ haakerrefuse.com

QUOTE
JULY 29, 2025

TO: CITY OF TURLOCK
701 S WALNUT ROAD
TURLOCK, CA 95380

ATTN: DAVID BARR
(209) 585-8203
DBARR@TURLOCK.CA.US

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the **Sourcewell Cooperative Purchasing Agreement – Contract #110223-MCN.**

ONE (1) NEW McNEILUS HEAVY DUTY
25-Yard Heavy Duty Rear End Loader, Mounted On A Peterbilt 548 Chassis.

OPTIONAL EQUIPMENT INCLUDE:

- | | |
|---|---|
| <ul style="list-style-type: none">CHASSIS• GVW Category 33,001 LBS OR GREATER• Destination State/Country CALIFORNIA• Chassis Type CUSTOMER CHASSIS• Chassis Make PETERBILT• Chassis Model 548• Steering Configuration STREET SIDE SEATED STEERING• Fuel Type DIESEL• Fuel System DIESEL• Primary CNG Capacity DIESEL• Chassis Model Year 2025• Packer Type HEAVY DUTY REAR LOADER• Frame CNG Bracket Type NO FRAME CNG SYSTEM SELECTED• Engine PACCAR PX9-AFTER 1/1/2017 EMIS• Transmission ALLISON 3000 RDS• Double Frame TRUE• Cab Mirrors AERO STYLE• Pump Drive SS 897 MTM INSTL CON MESH EXT• Rear Suspension HENDRICKSON HAULMAXX SPRING• Exhaust Location LEFT HAND VERTICAL EXHAUST• Rear Tire Arrangement DUAL TIRE TANDEM AXLE• Engine Horsepower HORSEPOWER GREATER THAN 300• Transmission Oil Cooler NOBODY• Capacity 25 YD REAR LOADER• Body Floor Thickness AR200 3/16"• Roof STANDARD ROOF• Side Access Door SS DOOR HINGED FORWARD• Access Door Ladder ANSI FOLD UP W/SHUTDOWN and LIGHT• Hyd Tube Front Cover STD• End Cap Reinforcement TRUE• Throttle Advance KEYPAD CURB SIDE TG• Floor Build Location DODGE CENTER | <ul style="list-style-type: none">• Model/Capacity 2511 REL HDBODY OPTIONS• Cab Control IN DASH CONTROL SWITCHES• TG Hole Mounting Loc LOWER HOLE• Power Dist Module Loc FRONT OF BODY SS TOP-STANDARD• Load Edge B-TYPE (STANDARD/BAYNE)• Hopper Liner 3/16" AR400 STD HOPPER• Tailgate Lock TURNBUCKLE LOCK• Slide and Sweep Controls CURB SIDE STANDARD LINKAGE• Tailgate Steps 16"-24" ADJUSTABLE HEIGHT STEP• Tailgate Seal EXTENDED HEIGHT• Packer/Sweep Panels STANDARD• Nitrited S and S Pin TRUE• Hopper Bottom 1/4" AR200 W/ CS 1.5" DRAIN• Tailgate Lift Cylinder STANDARD• Container Tipper Kick Bar 32" ARMS• Roller Quantity 2• Kick Bar Controls CURB SIDE• Bumper Pads 4 EXTENDED BLACK RUBBER BUMPER• Container Stop FIXED• Guides and Latches YES• Guides and Latches Style B-TYPE (STANDARD/BAYNE)• Guide Inside Width 80" (STANDARD)• Plumb For Quick-Tip NO• S and S Dock Handle On CS NO• Telematics TRUEHYDRAULICS• Hydraulic Res Breather FILLER/BREATHER ON RESERVOIR• Hyd Res Filler Cap STANDARD FILLER CAP• Hyd Fluid Sample Port CHECK FLUID KP14NV 90DEG• Hydraulic Fluid ISO46-US OIL• Hydraulic Reservoir STREET SIDE STANDARD STL RECT, |
|---|---|

- Hydraulic Pump GEAR PUMP
- Hydraulic Return Filter SCHROEDER IN RESERVOIR
- Ejector Cylinder ROSENBOOM
- Hyd Hose Wrap CORDURA WRAP REQUIRED HOSES
- Cart Tipper Extra Valve ONE EXTRA SECTION-STANDARD RL
- Res Suction Shutoff Valve GATE VALVE W/ RED HANDLE
- Valve on Res Return NO VALVE ON RES RETURN
- TG/Ejector VLV Location STANDARD LOCATION FROM FOB
- Slide and Sweep Cyl Make ROSENBOOM

LIGHTING

- DOT Light Manufacturer ECONOMY LED
- Mid-Body DOT Oval Light OVAL AMBER TURN SIGNAL/MARKER
- Tailgate Outer Corner Lights 4" AMBER TURN SIGNALS
- Light/Harness Package STANDARD LIGHT and HARNESS
- Smart Lights 4" PETERSON SMART LIGHTS IN TG (QTY 4)
- Mid Body Work Lights FDR MT RD ECON 5" LED
- Hopper Work Lights TWO ECONOMY 5" ROUND LED
- DOT Reverse Lights TRUCKLITE 4" SINGLE UPPER REV
- Mid Body Work Lt Switch SINGLE SWITCH FOR BOTH LIGHTS

CAMERA

- Monitor Display In Rev TG CAMERA
- Camera/Monitor Make 3RD EYE 4PORT,WIDE 7" COLOR
- Backup Camera CENTER TG CYL SUPPORT BEAM
- Monitor Mount CENTER OVERHEAD MOUNT W/SWIVEL
- CC Camera Qty 3EYEW Camera Qty 1

RESIDENTIAL OPTIONS

- Cart Tipper Location CENTER STANDARD GATE
- Cart Tipper Type MTM INSTALLED TIPPER
- Cart Tipper Mount RECESSED MOUNT
- Cart Tipper Make PERKINS D6220
- Cart Tipper Controls CS and SS MANUAL LINKAGE
- Tipper Mount Style BOLTED

MISC BODY

- Drive Shaft Motion Sensor CUSTOMER INSTALLED
- Limit Speed With Tailgate Open NO
- Front Mudflaps BLACK MCNEILUS LOGO
- Backup Alarm PRECO 1059 DUAL TONE-LWR LT BX
- Toolbox 16"D X 14"H X 24"W STEEL
- Toolbox Location STREETSIDE
- Shovel Holder Tailgate STD CURBSIDE
- Broom Holder Tailgate PUSH BROOM HOLDER CURBSIDE
- "E" Stop DUAL TAILGATE MOUNTED
- Auto-Neutral TRUE
- Battery Box Location STREET SIDE FRAME MOUNTED

SAFETY

- Fire Extinguisher In Cab 5# ABC
- Triangle Safety Kit BOLTED IN CAB
- 20# Fire Extinguisher CURB SIDE UNDER BODY

PAINT

- CNG System Cover Color NO ADDED CNG SYSTEM COVER COLOR
- Paint Scheme STANDARD PAINT TEMPLATE
- Number Of Body Colors QTY 1
- Body Paint Category 1 COLOR, MEDIUM COMPLEXITY
- Body Color 1 Description White Match Cab
- Body Color 1 Code HST938497
- Cab / Hood Paint NO CAB PAINT
- Wheel Paint NO WHEEL PAINT
- Decal Language ANSI COMPLIANT ENGLISH
- Conspicuity Tape TRUE
- Access Ladder Color MATCH BODY COLOR

AXLE

- Pusher Axle Quantity 0
- Pusher Tire NO PUSHER SELECTED
- Pusher Lift Control NO PUSHER AXLE IN ORDER
- Tag Lift Control NO TAG AXLE IN ORDE

PRICING FOR 1 UNIT:

Retail Price:.....	\$ 363,635.00
Sourcwell Discount:	(\$ 30,551.00)
Sales Price:	\$ 333,084.00
FET Exempt:	\$ 00.00
Sales Tax (8.625%)	\$ 28,728.50
UNIT PRICE: TURLOCK, CA:	\$ 361,812.50

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 14-30 Days

TERMS: NET-30

Add-On/Cooperative Purchase Authorization: Haaker Equipment Company offers the above proposed price, terms and conditions to any governmental agency or subdivision in the State of California or Nevada for a period not to exceed a full calendar year from the date of original purchaser's purchase order or contract.

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY

BY: Matthew Frazier

MATTHEW FRAZIER
SALES REPRESENTATIVE

ACCEPTED BY: _____

DATE: _____

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Stephen Fremming, P.E., Principal Civil Engineer
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the proposed list of project applications to submit in response to the Call for Projects for Congestion Mitigation and Air Quality Act (CMAQ) and Surface Transportation Block Grant (STBG) funding for Federal Fiscal Years 2027 through 2030 and affirming the importance of each listed project and a commitment to provide the local match funding required to complete the project should the projects be awarded

2. NARRATIVE:

Federal funds from various grant programs for transportation-related capital improvement projects are available to local agencies in Stanislaus County as apportioned by the Stanislaus Council of Governments (StanCOG). StanCOG has issued a call for project applications for two grant programs: the Congestion Mitigation and Air Quality Program (CMAQ) and the Surface Transportation Block Grant Program (STBG).

Congestion Mitigation and Air Quality Program (CMAQ)

CMAQ funds are directed to transportation projects and programs which contribute to the attainment or maintenance of National Ambient Air Quality Standards in non-attainment or air quality maintenance areas for ozone, carbon monoxide, or particulate matter under provisions in the Federal Clean Air Act. The City of Turlock (City) has received CMAQ funding in the past for many different projects, most recently including signalization of W. Main and S. Tegner Road, signalization on Countryside Drive near commercial driveways north of Fulkerth Road, and signal coordination of several existing traffic signals on Lander Avenue and Christoffersen Parkway.

Surface Transportation Block Grant Program (STBG)

STBG funds are directed to projects and programs for a variety of streets and road work. Typical projects that qualify and tend to score well include rehabilitation of existing roadway improvements such as roadway surfacing and reconstruction. The City has received STBG funding in the past for many different projects, most recently including Intersection Improvements at Golden State Blvd, Golf Road, and Berkeley Avenue (County-led project) and the Geer Road Rehabilitation project.

Complete applications for this funding round are required to be submitted to StanCOG by September 19, 2025. In the past, StanCOG has set up the call for projects for CMAQ and STBG to include two (2) years of funding. However, this call for projects includes funding from CMAQ and STBG for a four (4) year period from Federal Fiscal Year (FFY) 2027 through FFY 2030. This additional funding round duration provides additional money this cycle, though it requires local agencies to plan improvements further out in order to submit applications for this four (4) year window. This four (4) year duration, coupled with a backlog of unspent funds from previous funding rounds, results in approximately \$90.7M available to

the region for awarded projects, with \$41M available through CMAQ and \$49.7M through STBG. If the entire \$90.7M is awarded this funding round, then there would not be another call for projects until 2029 to prepare for the following funding round for FFY 2031. If there are insufficient projects awarded in this funding round, then StanCOG would need to issue another call for projects in order to award the remaining funds. Therefore, it may or may not be another four (4) years before the City may apply for grant funds under these federal grant programs.

StanCOG adopted its funding round guidelines with input from the region's agencies. The guidelines separate project types under each funding source into large project and small project categories, with large projects limited to \$5M of federal grant money, and small projects limited to \$2M of federal grant money.

	Large Projects		Small Projects	
	CMAQ	STBG	CMAQ	STBG
Total Funding Available	\$21,000,000	\$19,700,000	\$20,000,000	\$30,000,000
Maximum Request per Application	\$5 million		\$2 million	
Application Cap per Agency	3		5	

There is a limit of three (3) applications per agency for projects in the large category and a limit of five (5) applications per agency for projects in the small category. However, Turlock was granted one (1) additional application per large and small category, provided that at least one (1) project for each category is for the benefit of Turlock Transit, as Turlock is the only agency in the region that is comprised of a local agency as well as a transit agency. Therefore, Turlock is allowed to submit four (4) applications in the large category and six (6) applications in the small category.

City staff from relevant disciplines held a series of meetings to brainstorm and vet potential project application ideas. A list of approximately twenty-one (21) potential projects was created and was considered by staff as to which of these would likely result in relatively strong scoring per the funding guidelines while providing benefit to the City's infrastructure needs. The group narrowed down the list to ten (10) applications to be consistent with the maximum number of applications as set forth in the funding guidelines. The proposed list of project applications is provided in the resolution accompanying this staff report.

Council approval is not technically required to approve the list of projects prior to submitting funding applications, as the City Manager, Deputy City Manager, and the Municipal Services Director have been granted authority under Resolution 2025-001 to apply for federal or state-funded grants for capital improvement projects without separate approval from the City Council. However, given the length and amounts of this particular funding round, City staff desire to involve Council in the pre-application process; staff seek Council approval of the proposed list of project applications to submit in response to the Call for Projects for Congestion Mitigation and Air Quality Act (CMAQ) and Surface Transportation Block Grant (STBG) funding for Federal Fiscal Years 2027 through 2030, an affirmation of the importance of each listed project, and a commitment to provide the local match funding required to complete the project should the projects be awarded. The proposed list of project applications maximizes the number of allowable applications, maximizes the potential federal grant funding available, and includes those projects that are best positioned to score

well given the evaluation criteria described in the funding guidelines. After applications are received by StanCOG and deemed complete, a scoring committee made up of staff from the region's local agencies and StanCOG will score each application. It is estimated that project scoring will be completed in November 2025 and that the project programming recommendation will be presented to the StanCOG policy board for adoption in December 2025.

Any project that successfully passes this evaluation will still be subject to the standard bid process outlined in Turlock Municipal Code § 2-9-05, with Council approval required for the associated project tasks.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The City is responsible to provide the balance of funding necessary for the completion of projects funded in part by federal grant funds. Project applications are scored highest when the local agency provides at least 20% of the total project cost. There is a slight reduction in points awarded to applications when the agency provides between 11.47% and 20% of the project cost. City staff are intending to submit applications such that local match dollars would constitute 11.48% to 20% of the total project cost, thereby securing 7 out of 10 points available for this scoring criteria. This approach allows for competitive application scoring and allows the City to leverage local funds to access federal funds.

The proposed source of local match funds to complete funding of projects that may be awarded appears in the proposed list of project applications included in the resolution accompanying this staff report, with the listed local match source being Measure A, Measure L, and Fund 426 (Transit) funds. Project estimates are not available at this stage, though staff estimates that the individual project total will be near to or just above the maximum grant amounts available for large and small projects, or \$5M and \$2M, respectively.

It is estimated that the costs associated with City staff generating the proposed list of applications and creating applications will range between \$15,000 to \$30,000.

4. 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.

5. ATTACHMENTS:

1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE
PROPOSED LIST OF PROJECT
APPLICATIONS TO SUBMIT IN RESPONSE
TO THE CALL FOR PROJECTS FOR
CONGESTION MITIGATION AND AIR
QUALITY ACT (CMAQ) AND SURFACE
TRANSPORTATION BLOCK GRANT
(STBG) FUNDING FOR FEDERAL FISCAL
YEARS 2027 THROUGH 2030 AND
AFFIRMING THE IMPORTANCE OF EACH
LISTED PROJECT AND A COMMITMENT
TO PROVIDE THE LOCAL MATCH
FUNDING REQUIRED TO COMPLETE THE
PROJECT SHOULD THE PROJECTS BE
AWARDED**

RESOLUTION NO. 2025-

WHEREAS, StanCOG has issued a call for project applications for the Congestion Mitigation and Air Quality Program (CMAQ) and the Surface Transportation Block Grant Program (STBG) with applications due on September 19, 2025; and

WHEREAS, CMAQ funds are directed to transportation projects and programs which contribute to emission reductions while STBG funds are directed to projects and programs for a variety of streets and road work; and

WHEREAS, StanCOG adopted funding round guidelines that separate project applications into large project and small project categories, with large projects limited to \$5,000,000 of federal grant money, and small projects limited to \$2,000,000 of federal grant money; and

WHEREAS, per the funding round guidelines, the City of Turlock is able to submit up to four (4) applications under the “large projects” category and six (6) applications under the “small projects” category; and

WHEREAS, the proposed list of project applications was created based on those projects that would likely result in relatively strong scoring per the funding guidelines while providing benefit to the City's greatest infrastructure needs.

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

1. The City Council hereby finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.
2. This action is not a project under CEQA Guidelines Section 15378(b)(5) because the 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.

3. The City Council hereby approves the proposed list of project applications, attached hereto as Exhibit A, to submit in response to the call for projects for Congestion Mitigation and Air Quality Act (CMAQ) and Surface Transportation Block Grant (STBG) funding for federal fiscal years 2027 through 2030 and affirms the importance of each listed project and a commitment to provide the local match funding required to complete the project should the projects be awarded.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of September, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

City of Turlock Project Application List for Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Funding for FFY 2027-2030				
Project Name	Project Description	Federal Funding Source	Local Match Funding Source(s)	Project Category
Transit Operations Facility	Short term and overnight bus parking stalls with overhead canopies; bus fueling infrastructure, a building for operational purposes, ingress/egress dedicated for transit, perimeter fencing, lighting, and security cameras, storage area	CMAQ	Fund 426 - Transit	Large
Rehabilitation of Lander Ave. (Bernell Ave. to N. Broadway Ave.) and Olive Ave. (N. Broadway Ave. to Golden State Blvd.) Safety and Connectivity Improvements - Roads Program CIP	Roadway rehabilitation, improvement of traffic operations, safety, and multimodal access along the corridor.	STBG	Measure A, Measure L	Large
Rehabilitation of Golden State Boulevard from W. Tuolumne Ave. to W. Monte Vista Ave. (Segment 1) - Roads Program CIP	Roadway rehabilitation, improvement of traffic operations, safety, and multimodal access along the corridor.	STBG	Measure A, Measure L	Large
Rehabilitation of Golden State Boulevard from W. Monte Vista Ave. to W. Taylor Rd. (Segment 2) - Roads Program CIP	Roadway rehabilitation, improvement of traffic operations, safety, and multimodal access along the corridor.	STBG	Measure A, Measure L	Large
Intersection Improvements at Countryside Drive and Business Entrances	Project was awarded CMAQ funding in a previous round. This application to request additional funding. Scope includes signalization of two intersections at commercial driveways on Countryside Drive north of Fulkerth Road, synchronize traffic operations between the two signals, construct curb access ramps per current ADA standards	CMAQ	Measure L	Small
E. Olive Ave. Signalization Improvements and Coordination	Signalization of E. Olive Ave. and N. Denair Ave., addition of vehicle detection to the Olive/Center and Olive/Palm signalized intersections, signal coordination on E. Olive Ave. of the intersections of Golden State Blvd, Center St., N. Palm St., N. Denair Ave., and Canal Dr., upgrading and modernizing traffic signal equipment within the project footprint	CMAQ	Measure L	Small
W. Main St. Signalization Improvements and Coordination	Signalization of W. Main St. & Dianne Dr., signal coordination on W. Main St. at the intersections of Walnut Rd., N. Kilroy Road, Dianne Dr., S. Tegner Rd., Fransil Lane, and upgrading and modernizing traffic signal equipment within the project footprint	CMAQ	Measure L	Small
Transit Operating Assistance	Providing a fixed route to Denair and expanding on demand service within the service area	CMAQ	Fund 426 - Transit	Small
Geer Road Corridor Safety Improvements - Roads Program CIP	Intersection and safety improvements along the Geer Road Corridor from N. Golden State Blvd. to Taylor Road.	STBG	Measure A, Measure L	Small
Rehabilitation of Fifth Street from E. Linwood Ave. to F St. - Roads Program CIP	Roadway rehabilitation and improvement of traffic operations, safety, and multimodal access along the corridor.	STBG	Measure A, Measure L	Small

City Council Staff Report

September 9, 2025



From: Sue Borrego, Interim City Manager
Prepared by: Jennifer Figueroa, Housing Program Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Fiscal Year 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program, CDBG-CARES (CDBG-CV), HOME Investment Partnership (HOME) Program, and HOME Investment Partnerships American Rescue Plan (HOME-ARP) Program and authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the Interim City Manager to execute all related necessary documents.

2. NARRATIVE:

Prior to the end of each federal fiscal year, HUD requires jurisdictions to submit a Consolidated Annual Performance Evaluation Report (CAPER) in a reporting format required by HUD. This report details activities conducted and achievements made according to the Annual Action Plan and reports progress and accomplishments made toward fulfilling the goals of the Consolidated Plan during the reporting period. It is HUD's direction that the Five-Year Consolidated Plan and the Annual Action Plans guide the allocation of resources and other investment decisions made by the City of Turlock (City) to assist low- and moderate-income residents and neighborhoods in Turlock. The CAPER then demonstrates how the resources were used in line with the priorities established in the Consolidated Plan.

The City of Turlock is an entitlement city for CDBG funds and served as the lead agency for HOME funds for the City of Turlock/Stanslaus County HOME Consortium (Consortium) through June 30, 2023. Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, County of Stanislaus unincorporated areas, and Waterford.

This required report discusses program outcomes for the 2024-2025 fiscal year utilizing the Federal Community Development Block Grant (CDBG), and HOME Investment Partnerships (HOME) Program funds.

The City's Consolidated Plan identifies as high priority needs: Public infrastructure, Affordable Housing, Public Services, Community Emergency Responses (CDBG-CARES) and Homeless services. Consistent with the priorities outlined in the Consolidated Plan, during the 2024-2025 fiscal year, the City undertook the following activities:

- The City continued to administer a First Time Home Buyers Program, which offers low-interest loans to eligible low-income, first-time homebuyers. The program is funded with HOME, CalHome, and State Home. During Fiscal Year 2024-2025, the City provided six (6) first-time homebuyer loans using HOME funds in partnership with

Self-Help Enterprises. Additionally, staff revised the First Time Homebuyer program guidelines to enhance its effectiveness and obtained City Council approval for the updated program on July 10, 2025.

- The City continued offering a Housing Rehabilitation Program for both owner and renter-occupied homes, for the repair of homes within the City to assist income-eligible clients including the elderly, handicapped and other special needs populations, to improve housing conditions. The City offered loans and grants to maintain single and multifamily affordable housing stock. During this past fiscal year, the department provided one combined loan to one resident using CDBG funds.
- The City rehabilitated a City-owned four-plex unit using funds from the HOME and Permanent Local Housing Allocation (PLHA) programs. Upon completion, the property was transferred to a nonprofit organization to be operated as affordable rental housing for 55 years. The four (4) units are currently occupied by: one (1) single-parent household earning at or below 30% of Area Median Income (AMI), one (1) single-parent household earning at or below 50% AMI, one (1) family of three earning at or below 80% AMI, and a senior couple earning at or below 80% AMI.
- The City continued offering Public Service grants to assist agencies to provide assistance to low- and moderate-income persons who are in need of services such as food, shelter, and youth services. Seven (7) Public Service grants were awarded to qualifying non-profit agencies. A total of \$63,777 was expended and a total of 779 unduplicated clients were served. The agencies provided services that were consistent with the goals and objectives of the Consolidated Plan and served low- and moderate-income households/persons in Turlock. Services included a shelter for homeless adult men, senior meals, emergency food boxes, youth recreation, homeless youth outreach, housing-related services for those who identify as victims of domestic violence, and housing resource services.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with this action.

4. 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.

5. ATTACHMENTS:

1. 2024-25 CAPER Resolution

2. CAPER 2024-2025 -DRAFT

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE	}	RESOLUTION NO. 2025-
FISCAL YEAR 2024-2025 CONSOLIDATED	}	
ANUUAL PERFORMANCE AND	}	
EVALUATION REPORT (CAPER) FOR THE	}	
COMMUNITY DEVELOPMENT BLOCK	}	
GRANT (CDBG) PROGRAM, CDBG CARES	}	
(CDBG-CV), HOME INVESTMENT	}	
PARTNERSHIP (HOME) PROGRAM, AND	}	
HOME INVESTMENT PARTNSHIPS	}	
AMERICAN RESCUE PLAN (HOME-ARP)	}	
AND AUTHORIZING SUBMISSION OF THE	}	
CAPER TO THE UNITED STATES	}	
DEPARTMENT OF HOUSING AND URBAN	}	
DEVELOPMENT (HUD), AND AUTHORIZING	}	
THE INTERIM CITY MANAGER TO	}	
EXECUTE ALL RELATED NECESSARY	}	
DOCUMENTS.	}	
	}	

WHEREAS, the City of Turlock receives federal grant funds from the United States Department of Housing and Urban Development (HUD) for affordable housing and related activities for low- and moderate-income residents within the City of Turlock; and

WHEREAS, the City of Turlock is an entitlement City under the Community Development Block Grant (CDBG); and

WHEREAS, the City of Turlock, as the former Lead of the City of Turlock/Stanslaus County HOME Consortium is responsible for management and expenditures of funding from the grants received from fiscal year 2000-2001 through 2022-2023; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for CDBG and HOME funds; and

WHEREAS, the Consolidated Plan is a five-year strategy to address community needs as identified by staff and community residents; and

WHEREAS, the Consolidated Annual Performance and Evaluation Report (CAPER) is the tool used by HUD to report on the progress made in accomplishing the goals set forth in the Five (5) year Consolidated Plan and in the Annual Action Plan for the CDBG, CDBG-CARES, and HOME funds; and

WHEREAS, this report discusses program outcomes for the 2024-2025 fiscal year utilizing Community Development Block Grant (CDBG) and HOME Investment

Partnerships (HOME) program funds; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Fiscal Year 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program, CDBG-CARES (CDBG-CV), HOME Investment Partnership (HOME) Program, and HOME Investment Partnerships American Rescue Plan (HOME-ARP) and authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the Interim City Manager to execute all related necessary documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of September, 2025, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

—

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



Consolidated Annual Performance and Evaluation Report (CAPER) **Fiscal Year 2024-2025** (July 1, 2024 through June 30, 2025)

City of Turlock and Turlock/Stanislaus County HOME Consortium



Prepared by:

City of Turlock

Housing Program Services Division

156 South Broadway, Suite 140, Turlock, CA 95380
(209) 668-5610, Fax (209) 668-2120, TDD 1 800 735-2929
Website: www.cityofturlock.org

Approval by Council on September 09, 2025



HOME CONSORTIUM MEMBERS

CITY OF CERES

Mayor Javier Lopez
Vice Mayor Daniel A. Martinez
Councilmember James Casey
Councilmember Rosalinda L. Vierra
Councilmember Cerina Otero
www.ci.ceres.ca.us

CITY OF RIVERBANK

Mayor Rachel Hernandez
Vice Mayor Cindy Fosi
Councilmember Luis Uribe
Councilmember John Pimentel
Councilmember Stacy Call
www.riverbank.org

CITY OF HUGHSON

Mayor George Carr
Mayor Pro Tem Randy Crooker
Councilmember Susana Vasquez
Councilmember Julie Ann Strain
Councilmember Alan McFadon
www.cityofhughsonca.gov

STANISLAUS COUNTY BOARD OF SUPERVISORS

District 1 Buck Condit
District 2 Vito Chiesa
District 3 Terry Withrow
District 4 Mani Grewal
District 5 Channce Condit
www.stancounty.com

CITY OF NEWMAN

Mayor Casey Graham
Councilmember Scott Ball
Councilmember Shane Tomlinson
Councilmember Gisel Pimentel
Councilmember Matthew Harden
www.cityofnewman.com

CITY OF TURLOCK

Mayor Amy Bublak
Vice Mayor Rebecka Monez
Councilmember Kevin Bixel
Councilmember Cassandra Abram
Councilmember Erika Phillips
www.cityofturlock.org

CITY OF OAKDALE

Mayor Cherilyn Bairos
Councilmember Christopher Smith
Councilmember Jeff Kettering
Councilmember Kayleigh Gilbert
Councilmember Jarod Pitassi
www.oakdalegov.com

CITY OF WATERFORD

Mayor Charlie Goeken
Vice Mayor Jamie Hilton
Councilmember Guadalupe Gutierrez
Councilmember Christine Harris
Councilmember Elizabeth Talbott
www.cityofwaterford.org

CITY OF PATTERSON

Mayor Michael Clauzel
Councilmember Gabriela Hernandez
Councilmember Jessica Romero
Councilmember Kendra Mora
Councilmember Carlos Roque
www.ci.patterson.ca.us

Table of Contents

Introduction	4
CR-05 Goals and Outcomes.....	5
CR-10 Racial and Ethnic composition of families assisted	11
CR-15 Resources and Investments	12
CR-20 Affordable Housing	18
CR-25 Homeless and Other Special Needs	20
CR-30 Public Housing	22
CR-35 Other Actions.....	23
CR-40 Monitoring	26
CR-45 CDBG	27
CR-50 HOME	27

Attachments

- Attachment 1- IDIS CDBG PR26 Report
- Attachment 2- Public Notices
- Attachment 3- Public Service Projects
- Attachment 4- IDIS CDBG-CV PR26 Report

Introduction

The 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the fifth reporting period (from July 1, 2024 to June 30, 2025) of the Five-Year Consolidated Planning period. The City of Turlock (City) is the recipient of federal Community Development Block Grant (CDBG) funding including CDBG CARES (CDBG-CV), and served as the lead agency for the City of Turlock/Stanislaus County HOME Investment Partnerships Program (HOME) Consortium (Consortium) through June 30, 2023. Beginning July 1, 2023, Stanislaus County took over as the lead agency for the Consortium. The United States Department of Housing and Urban Development (HUD) provides these funds to the City on a formula basis.

HUD requires the City to prepare and submit a Consolidated Plan and Annual Action Plans to inform HUD on how the allocated grant funding will be used. At the end of each fiscal year, HUD requires this annual CAPER report, to report on the progress made in accomplishing the goals set forth in the Consolidated Plan and Annual Action Plan for CDBG and HOME funds.

The City utilized other Federal, State and local resources, including PLHA, CalHome and Successor Agency funds to address housing and community development priority needs identified in the Consolidated Plan. The CAPER identifies the programs and activities the City undertook during the Program Year (also known as fiscal year) to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address the following: lead based paint hazards, barriers to affordable housing, households at or below the poverty level and housing resource services.

Stanislaus County is recognized as an eligible Urban County by the U.S. Department of Housing and Urban Development (HUD). The Urban County is comprised of Stanislaus County unincorporated communities and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford, collectively hereafter referred to as the Stanislaus Urban County. The City of Turlock partnered with the Stanislaus Urban County to form the City of Turlock/Stanislaus County HOME Consortium (Consortium).

Recurring Acronyms in this Report:

- **AAP**- Annual Action Plan
- **CAPER**-Consolidated Annual Performance and Evaluation Report
- **CDBG**- Community Development Block Grant
- **CDBG-CV**- Community Development Block Grant-CARES
- **CHDO**- Community Housing Development Organization
- **CoC**- Continuum of Care
- **Consortium**- City of Turlock/Stanislaus County HOME Consortium
- **ESG**- Emergency Shelter Grant
- **FTHB**- First Time Home Buyer
- **FY** – Fiscal Year (July 1 to June 30). Also known as the Program Year.
- **HOME**- HOME Investment Partnership Program
- **HOME-ARP**- HOME Investment Partnership Program-American Rescue Plan.
- **HUD**- Housing and Urban Development
- **IDIS**- Integrated Disbursement and Information System
- **PI**- Program Income (revenue from grant funds)
- **SRHA**-Stanislaus Regional Housing Authority

As the lead agency through June 30, 2023, the City of Turlock administered the HOME program for the Stanislaus Urban County and reported comprehensive HOME activity for the partnering jurisdictions as part of the City of Turlock's CAPER. As the lead agency effective July 1, 2023, Stanislaus County undertook these responsibilities.

The City of Turlock and Consortium have successfully completed the fifth year of its FY 2020-2021 to FY 2024-2025 Consolidated Plan. The Plan is a reflection of the Consortium partners' community vision and outlines priority needs, goals and objectives adopted to achieve the vision. The overall goal of the community planning and development programs covered in the Plan is to develop viable communities by providing decent, safe and sanitary housing; promoting suitable living environment and expanding economic opportunities for low- and moderate-income persons.

This CAPER also provides a summary of the resources available, the programmatic accomplishments in affordable housing, and the community development activities during the 2024-2025 fiscal year (July 1, 2024 through June 30, 2025) for the City of Turlock and the City of Turlock/Stanslaus County HOME Consortium.

Specific Fiscal Year 2024-2025 projects and their accomplishments are identified in the respective program sections of this document. The format of this document is designed after a HUD document template that includes a series of questions in relation to specific funding programs (CDBG, HOME, etc.). Responses to those questions are provided directly below each question.

CR-05 – Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This report discusses program outcomes for the 2024-2025 fiscal year utilizing Federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The City of Turlock is a direct entitlement jurisdiction of CDBG funds and served as the lead agency for HOME funds for the City of Turlock/Stanslaus County HOME Consortium (Consortium) through June 30, 2023.

The City continues to make progress with these funds with the increase to the supply of affordable housing, homeownership, rehabilitation, public facilities, and increasing public services. The City works toward improving access to housing resource services. In addition to the data provided below, this CAPER discusses affordable housing outcomes, homelessness and special needs activities, and other City actions in furtherance of the City's HUD Annual Plan Goals and Objectives.

Consistent with the priorities outlined in the Consolidated Plan, during the 2024-2025 fiscal year, the City and the Consortium undertook the following activities that addressed the housing needs:

- **FTHB Program:** The City continued to administer a First Time Home Buyers (FTHB) Program for low-income, first-time homebuyers with low interest loans to qualified clients for the purchase of a home. The City of Turlock utilized various resources including the HOME Program, and CalHome to fund the program. Turlock provided nine First Time Home buyer loans. Six of these loans were

provided with HOME funding and three using CALHome funding. Consortium members did not provide any First Time Home buyer loans.

- Rehabilitation Program: The City continued to offer a Housing Rehabilitation Program for the repair of homes within the City to assist income eligible clients including the elderly, handicapped and other special needs to improve housing conditions. The program was able to provide one owner-occupied rehabilitation loan for fiscal year 2024-2025.

The City rehabilitated a City-owned four-plex unit using funds from the HOME and Permanent Local Housing Allocation (PLHA) programs. Upon completion, the property was transferred to a nonprofit organization to be operated as affordable rental housing for 55 years. The four units are currently occupied.

Five single family units that had been acquired between 2020 and 2022 have been rehabilitated or are in the process of rehabilitation. Three single family units are in the process of being sold to First Time Home Buyers and the remaining two single family units are in the process of being transferred to Non-Profits to provide affordable rental housing in fiscal year 2025-2026.

- Public Service Grants: The City provides funding annually to non-profit agencies to provide public service activities. A total of seven (7) Public Service grants were awarded to qualifying non-profit agencies.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Admin	Administration	Other	Other	N/A	N/A	N/A	N/A	N/A	N/A
Community Emergency Response Program	Non-Housing Community Development	Public Service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	39	26.00%	0	0	0%
Improve Infrastructure and Public Facilities	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	0	0.00%	0	0	0%
Increase and Improve Supply of Affordable Housing	Affordable Housing	Rental units rehabilitated	Household Housing Unit	40	4	10%	10	4	40%
Increase and Improve Supply of affordable Housing	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	50	15	30.00%	14	1	7.14%

Increase and Improve Supply of affordable Housing	Affordable Housing	Direct Financial Assistance to Homebuyers	Households Assisted	50	8	16%	12	6	50%
Provide Public Services	Homeless Non-Homeless Special Needs	Public service activities other than low/Moderate Income Housing Benefit	Persons Assisted	3500	4,325	123.57%	300	779	259.67%
Provide Public Services	Homeless Non-Homeless Special Needs	Public Service for activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	0.00%	0	0	0%
Work to End and Prevent Homelessness	Homeless	Homeless Person Overnight Shelter	Persons Assisted	1000	1453	143.3%	300	237	79%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City's Consolidated Plan identifies Affordable Housing, Homeless Services, Public Infrastructure, and Public Services as high priority needs. Consistent with the priorities outlined in the Consolidated Plan, during the 2024-2025 fiscal year, the City undertook the following activities that addressed the housing needs:

- The City continued to administer a First Time Home Buyers Program for low-income first-time homebuyers which provides low interest loans to qualified clients. The program is funded with HOME, CalHome, and State Home. The City assisted nine homebuyers this fiscal year. Staff continues to market the program with realtors and lenders.
- The Consortium members continued to administer First Time Home Buyers Programs to provide down payment assistance to low income buyers using HOME funds. Consortium members were not able to assist any clients. Due to the high cost of housing in Stanislaus County the annual expected progress toward the program goal was not reached. Staff continues to market the program with realtors and lenders.
- Staff continues to market the Rehabilitation program to reach the strategic plan goals.
- The City continued offering a Housing Rehabilitation Program for both owner and renter occupied homes, for the repair of homes within the City to assist income eligible clients including the elderly, handicapped and other special needs, improving housing conditions. The City offers loans and grants to maintain single and multifamily affordable housing stock. The City completed one home-owner occupied rehabilitation project. The City of Turlock completed the rehabilitation of an affordable housing four-plex project which was transferred to a non-profit to provide affordable rental housing.
- The City continued offering Public Service grants to assist agencies to provide assistance to low- and moderate-income persons who are in need of services such as food, shelter, and youth services. A total of seven (7) Public Service grants were awarded to qualifying non-profit agencies totaling \$64,500, of that \$63,776.75 was expended. The agencies provided services that were consistent with the goals and objectives of the Consolidated Plan and served low- and moderate-income households/persons in Turlock. Services included shelter for homeless adults, senior meals, emergency food boxes, youth recreation, homeless youth outreach, shelter for survivors of domestic violence, sexual assault and human trafficking, and housing resource services.
- The City will continue to encourage private, for-profit and non-profit developers to construct affordable rental housing utilizing Low-income Housing Tax Credits, HOME, Mortgage Revenue Bonds, Section 202 and the Affordable Housing Goals outlined in the Housing Element. The City may provide incentives such as impact fee deferrals/financing and density bonuses to assist developers in achieving affordable rents.

- Community Development Block Grant -CARES (CDBG-CV) Program

The city has two ongoing public facilities improvement projects to include improve ventilation and air filtration systems and ADA improvements for improved access. The public facilities projects will be completed in Fiscal Year 2025-2026.

CR-10 – Racial and Ethnic composition of families assisted

**Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)**

	CDBG	HOME	ESG
White	PS 621	2	0
Black or African American	PS 62	0	0
Asian	PS 42	0	0
American Indian or American Native	PS 11	0	0
Native Hawaiian or Other Pacific Islander	PS 5	0	0
American Indian or Alaska Native & white	PS 2	0	0
Asian & White	PS 0	0	0
Black or African American & White	PS 0	0	0
American Indian or Alaska Native & White	PS 0	0	0
Balance/Other	Rehab 1 PS 36	4	0
Total	779	0	N/A
Hispanic	P/S 354	6	0
Not Hispanic	Rehab 1 PS 425	0	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City of Turlock and Consortium identifies priority needs and offers services and programs to eligible households regardless of race or ethnicity. This table is generated by the HUD CAPER template and the information reported reflects demographic information provided by participants and recorded in the HUD reporting system. The City of Turlock does not receive Emergency Shelter Grant (ESG) funding.

Through Turlock's CDBG Public Service Grants, non-profit agencies served a total of 779 unduplicated clients. Of the 779 clients served, 621 were White, 62 were Black or African American, 42 were Asian, 11 were American Indian/Alaskan Native, 5 were Native Hawaiian or Other Pacific Islander, 2 were American Indian or Alaska Native & White, 0 were Asian and White, 0 were Black or African American & White, 0 were American Indian or Alaska Native & Black or African American and 36 were Other breakdowns.

Other statistics identified included 81 clients that were female head of household, 209 clients that were over 62 years old, and 240 clients were people with disabilities.

According to the April 1, 2020 Census, persons who categorized themselves as white (single race) represented 58.1 percent of the Turlock population versus 81.8 percent of the Stanislaus County population. In the City, 44.4 percent of the population are of Hispanic origin (of any race), versus 50.9 percent in the County. For more detailed demographic information, see the census website at <http://census.gov>.

CR-15 – Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Available	Made	Amount Expended During Program Year
CDBG	Federal	1,558,623		615,913
HOME	Federal	6,303,644		615,316
HOME-ARP	Federal	5,015,135		17,833
Other (CDBG-CV)	Federal	759,023		111,264

Table 3 - Resources Made Available**Narrative**

The City of Turlock receives entitlement Community Development Block Grant (CDBG) funds. The City of Turlock/Stanslaus Urban County HOME Consortium receives HOME Investment Partnerships Program (HOME) funds. The City of Turlock does not receive Emergency Shelter Grant (ESG) funding.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Ceres	10	0	No projects completed
Hughson	14	0	No projects completed
Newman	10	0	No projects completed
Oakdale	09	0	No projects completed
Patterson	09	0	No projects completed
Riverbank	09	0	No projects completed
Turlock	16	100	Rehab projects
Unincorporated Stanislaus County	09	0	No projects completed
Waterford	14	0	No projects completed

Table 4 – Identify the geographic distribution and location of investments**Narrative**

The City of Turlock utilized resources from the Federal government, to support housing and community development activities during fiscal year 2024-2025. These resources were leveraged with investments made by private and non-profit organizations. The following section describes each funding source used during the year.

HUD requires expenses, activities, and accomplishments to be logged into its computerized online reporting system known as the Integrated Disbursement and Information System (IDIS). Expenses in the IDIS reports may not correspond to numbers in this CAPER report due to funds not being drawn down within the fiscal year. CDBG funding expenditures are summarized in the

IDIS PR26 report attached to this CAPER report. Turlock does not fund the activities in IDIS until the project draws are internally processed.

Community Development Block Grant (CDBG) Program

CDBG funds are made available to the City on an entitlement basis. The City's entitlement allocation is based on a HUD formula. In Fiscal Year 2024- 2025, the allocation was \$621,578. The allocation was appropriated for a variety of housing-related and community development projects benefitting low and moderate-income families.

Community Development Block Grant -CARES (CDBG-CV) Program

In Fiscal Year 2024-2025, the CDBG-CV amount available was \$759,023. CDBG-CV Administrative funds in the amount of \$8,951 were utilized and \$102,313 was utilized in delivery fees for two ongoing public facilities improvement projects to include improve ventilation and air filtration systems and ADA improvements for improved access. The remaining \$547,759 will be utilized in Fiscal Year 2025-2026 to complete the public facilities projects.

HOME Investment Partnership (HOME) Program

In Fiscal Year 2023-2024, Stanislaus County became the lead of the Consortium.

Housing Choice Voucher (previously known as Section 8 rental assistance)

The Stanislaus Regional Housing Authority administers the Housing Choice Voucher rental subsidy program for Stanislaus County jurisdictions, including the City of Turlock. The program is a federally funded, locally administered rental assistance program for low-income families, senior citizens, persons with disabilities, and veterans.

State Funding Sources (CalHome, State HOME, Permanent Local Housing Allocation (PLHA))

The State of California Department of Housing and Community Development (HCD) is the State agency that provides funding for different affordable housing projects and programs. The City of Turlock was awarded CalHome and State HOME funds and uses them for First Time Home Buyer down payment assistance. In addition, the City was awarded PLHA funds and has used them for rehabilitation and will be utilizing these funds for owner-occupied rehabilitation and First Time Home Buyer down payment assistance.

Emergency Solution Grant (ESG)

The City of Turlock does not receive ESG funding.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources. Funds which were available during the fiscal year were CalHome, State HOME, Low-income Housing Tax Credits, Successor Agency funds, PLHA funds, and local developer contributions.

State Funding- CalHome

The City applied for and was awarded the 2008, 2011, and 2012 CalHome funds to provide First Time Home Buyer (FTHB) loans. In fiscal year 2024-2025, 3 loans were provided. A total of 53 loans have previously been provided using the CalHome grant funds. The CalHome grants have expired, but the City will be able to use loan payment revenue (reuse funds) for future loans.

State Funding- State Home Program

The City applied for and was awarded several State HOME grants to fund First Time Home Buyer (FTHB) loans prior to becoming a Consortium member. The City utilizes program income generated from past loan payments to provide additional first-time home buyer loans to qualified clients in accordance with the grant requirements.

Consortium Leveraging

For the Turlock/Stanislaus County HOME Consortium, each member jurisdiction historically has leveraged their HOME allocation with local Redevelopment Agency funds/Successor Agency funds, Low Income Housing Tax Credits, CalHome, Neighborhood Stabilization Program (NSP) and Housing Choice Voucher funds (previously known as Section 8). Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, County of Stanislaus unincorporated areas, and Waterford. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities.

Matching for the HOME Program

Unless granted a waiver, the Consortium must match 25 cents for each dollar of HOME funds spent on affordable housing. Match contributions made in excess of match obligations may be carried forward as match credit toward meeting obligations incurred in future years. The match is tracked by Federal fiscal year (October 1-September 30). Eligible forms of matching contributions are regulated by HUD. Consortium members take advantage of eligible sources of matching towards projects to meet the matching requirements. See the table below for HOME matching information.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	4,665,381
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	4,665,381
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	4,665,381

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
None	N/A	0	0	0	0	0	0	None

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 – Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	4	4
Total	4	4

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	20	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	1
Number of households supported through Acquisition of Existing Units	0	0
Total	23	1

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Turlock's Strategic Plan outlines the City's plans to assist in the development of affordable housing through First Time Home Buyer loans under the HOME program. Due to market housing availability and prices, most home purchase prices in Turlock exceed the maximum purchase price allowed by United States Department of Housing and Urban Development (HUD). Buyers find it difficult to locate a property within their price range. To help our buyers, the City prepared a market study, to increase the purchase price limit.

Due to the high cost to construct affordable housing (i.e., land, construction, permit fees, etc.) the annual allocation of CDBG funding is not sufficient to meet our community's need for affordable housing development.

To increase affordable housing units, the City acquired properties in prior fiscal years which consist of multi-family and single-family units. The rehabilitation of a four-plex was completed in fiscal year 2024-2025 and was transferred to a non-profit agency to provide affordable rental housing for 55 years. The remaining rehabilitations are expected to be completed in fiscal year 2025-2026.

Discuss how these outcomes will impact future annual action plans.

The City will continue to focus CDBG and HOME dollars where they will do the most good for the low and moderate households. The City will continue to look for additional resources to support affordable housing.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income (under 30%)	PS 545 + 1 Rehab	0
Very Low-income (31-50%)	PS 168	2
Low to Moderate-income (51-80%)	PS 51	4
Moderate-income (above 80%)	PS 15	0
Total	PS 779 Rehab 1	6

Table 13 – Number of Persons Served

Narrative Information

Consistent with the priorities outlined in the Consolidated Plan, the City undertook the following activities that addressed the housing needs during the 2024-2025 fiscal year:

- The City continued to administer a First Time Home Buyers (FTHB) down payment assistance program for low-income households with low interest loans. The program utilizes various home purchase assistance resources including the HOME, State Home, and CalHome funding. Turlock was able to fund 6 FTHB loans utilizing HOME and 3 FTHB loans utilizing CalHome funding.
- The Consortium members offered a First Time Home Buyers (FTHB) down payment assistance program for low-income households which provide low interest loans. The program utilized HOME funding. No homebuyers were assisted.
- The City offered Public Service grants to seven (7) eligible non-profit agencies through CDBG funding to provide services to eligible clients.
- The City continued to administer a Housing Rehabilitation Program, which is for repair of homes within the City to assist households at 80% or below of the Stanislaus County Median Area Income including elderly, handicapped and other special needs. One household was assisted.
- The Consortium offered a Housing Rehabilitation Program, which is for repair of homes for the consortium members within their City to assist elderly, handicapped and other special needs, improving housing conditions. No households were assisted.

CR-25 – Homeless and Other Special Needs 91.220(d,e);
91.320(d,e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Throughout Fiscal Year 2024-2025, the City of Turlock utilized Community Development Block Grant (CDBG) funds for Public Services to implement strategies to assist in addressing the City's Homeless population. This Fiscal Year, United Samaritans Foundation and We Care of Turlock received CDBG public services funding to provide homeless prevention, case management, food boxes, shelter, and re-housing services.

Center for Human Services provided Youth Street Outreach and engagement services targeting unaccompanied Turlock youth, ages 12-24 who are experiencing homelessness and are unsheltered. They partnered with other outreach teams and engaged youth experiencing homelessness.

Family Promise is an interfaith hospitality network of local congregations that help reduce homelessness by providing the necessary resources to assist families transition from homelessness to self-sufficiency. Turlock has assisted Family Promise with three affordable housing units for housing of their clients.

HAVEN Women's Shelter provides shelter to assist individual &/or households experiencing domestic violence, sexual assault, and human trafficking. In addition to shelter, they advocate, provide support groups, legal services, and a clothes closet. The city has been able to assist HAVEN by providing an office space and a single-family home for sheltering of their clients.

We Care Emergency shelter provides homeless men with an alternative to sleeping on the street and access to housing programs that can assist them to move out of their present state of homelessness. We Care also provides a case manager for Permanent Supportive Housing to help those who want to move out of their present situation. The City has been able to assist We Care by providing two four-plex units, and 2 single-family dwellings to provide affordable rental housing.

The Consortium, in collaboration with the Stanislaus County Continuum of Care (CoC) has been making efforts to reduce chronic homelessness. The CoC developed a system for coordinated intake, assessment and referral that fully complies with the requirements of the CoC.

Through the use of its own Emergency Shelter Grant (ESG) funds, the Stanislaus Urban County provided funding to the CoC to assist with Homeless Management Information System (HMIS) data entry. This effort allowed client data from non-HUD funded homeless service providers to enter into HMIS, which will allow the CoC's homeless data collection to act as a much more valuable tool for tracking individuals patterns into and out of homelessness. Overall, the sub-committee made great strides toward improving data quality and the

consistency of the intake process for shelter, homeless prevention, and rapid rehousing activities.

Addressing the emergency shelter and transitional housing needs of homeless persons

Throughout Fiscal Year 2024-2025, the City of Turlock utilized CDBG Public Service grant funds to help implement strategies to assist in addressing the City's Homeless population. This Fiscal Year, We Care of Turlock provided an emergency shelter for men over 18 years of age from July 17, 2024 through June 30, 2025 with a limit of 49 beds. Warm meals were provided nightly by churches, organizations and individual families.

Also, Turlock Gospel Mission (TGM), in collaboration with faith-based groups, operated an emergency shelter for homeless women, women with children, and men in Turlock. TGM can serve up to 80 individuals. They provided food and other services to clients to help them find needed assistance. In addition, the City has worked with Family Promise, a family shelter, transitional housing and support service provider to add two units of transitional housing for homeless families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Turlock provided public service grant funds to non-profit agencies that provided food, shelter, and other services that assisted persons to prevent homelessness. The City of Turlock is a member of the Stanislaus County Continuum of Care (CoC) which works with multiple agencies in the county. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In Fiscal Year 2024-2025, the City of Turlock partnered with non-profit service providers through the Community Development Block Grant (CDBG) Public Services Grant Program to provide direct and indirect services to homeless persons and families.

We Care of Turlock received CDBG Public Services funding to provide homeless prevention, case management and re-housing services. They provided guidance to assist clients with needs to get them closer to being able to participate in transitional housing opportunities.

Center for Human Services provided Youth Street Outreach and engagement services targeting unaccompanied Turlock youth, ages 13-24 who are experiencing homelessness and are unsheltered. They partnered with other outreach teams and engaged youth experiencing homelessness.

The City of Turlock is a member of the Stanislaus County Continuum of Care (CoC) which works with multiple agencies in the county. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs.

CR-30 – Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Turlock actively partners with the Continuum of Care (CoC) in all activities related to improving public housing and resident initiatives.

In California, public housing is administered directly through local Public Housing Authorities (PHAs). The Stanislaus Regional Housing Authority (SRHA) is the largest landlord of multi-family and single household public housing units for the lower income population of Stanislaus County. The SRHA is committed to provide decent affordable housing to its residents and in doing so, the SRHA keeps public housing units in favorable conditions so that its residents have a safe and healthy living environment.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Since the City does not administer Public Housing Authority (PHA) funds, or have any oversight over PHA tenants, it has no actions directed specifically to public housing residents.

Actions taken to provide assistance to troubled PHAs

Since the City does not administer Public Housing Authority (PHA) funds, it does not evaluate the status or condition of PHAs.

CR-35 – Other Actions 91.220(j)-(k); 91.20(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has worked to eliminate internal barriers to the development of affordable housing through the following continuing efforts:

- The City's CDBG Public Services allocations reflect the City's priorities in meeting underserved needs, such emergency shelter, homelessness prevention and rapid re-housing, food security, and youth.
- Providing funding for land acquisition, secondary financing, and infrastructure costs;
- Assisting qualified households to purchase homes utilizing the homebuyer assistance programs; and
- Continuing to work with non-profit housing agencies in the provision of supportive services and programs.

There is an ongoing gap in the availability of services across most categories of underserved needs, including seniors, persons with disabilities, individuals with chronic illness, persons with other conditions affecting their ability to function independently and productively, foster youth, and homeless. The City continues to look at all avenues to ameliorate barriers to affordable housing. In addition, there is a need to link access to supportive services to affordable and appropriate housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Turlock partnered with Stanislaus County to prepare the Analysis of Impediments to Fair Housing (AI) and the Consolidated Plan to help address these needs. Staff reviewed the information and formulated actions to assist in addressing obstacles in meeting underserved needs.

For Fiscal Year 2024-2025, Turlock offered a total of \$70,000 in Public Service funds that were allocated based on a competitive grant process to which public service providers had the opportunity to apply for grants. A total of seven (7) grants were awarded to non-profits to provide services such as food assistance, shelter, recreation, homeless youth outreach, and shelter services for survivors of domestic violence.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Health Services Agency of Stanislaus County is the lead agency for Stanislaus County in the identification, documentation and prevention of lead poisoning. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the Health Services Agency, becomes involved with childhood lead-based poisoning when notification of an

elevated screening blood level is received either from the laboratory or physician. If the blood level is 10ug/dL (micrograms per deciliter), notification is made to the family. Once a child meets the case definition, an environmental investigation is performed by a Registered Environmental Health Specialist to determine, if possible, the source of lead exposure. The Stanislaus County Health Services Agency, in partnership with the Department of Environmental Resources, conducts the investigation of residences where children with elevated levels of lead reside.

The lead-based paint regulation that became effective April 22, 2010 added a requirement that requires contractors bidding on rehabilitation of homes built prior to 1978 provide documentation of Environmental Protection Agency (EPA) Lead Renovation and Repair and Painting certification. During the implementation of local housing rehabilitation programs, appropriate steps are taken when the presence of lead-based paint is detected. Steps include full encapsulation, complete abatement (removal), painting or spot repair (as per HUD-sponsored abatement course protocol).

The City continued to provide information regarding lead-based paint hazards to City of Turlock program participants and enforce these requirements.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

To reduce the number of persons living under poverty level, the City of Turlock in collaboration with the City of Modesto and Stanislaus County continued its partnership with local agencies and the Continuum of Care (CoC) to provide services and resources for families in need. As well as provide a portion of Community Development Block Grant (CDBG) funding to various nonprofits that have a proven track record of assisting the homeless on their path towards employment and full-time housing.

Providing opportunities for low-income families to improve their economic status is an area of focus for the City, and is reflected in the City's Strategic Plan. The City leverages its federal grant funds from CDBG to increase the supply of affordable housing in our community. While the production and preservation of affordable housing on its own will not raise people's income or exit them from poverty, it contributes to stabilizing living expenses for low-income families, so that they have more discretionary income for other living expenses.

During fiscal year 2024-2025 the City allocated a total of \$70,000 in CDBG funds to community-based organizations for various programs including; assisting individuals and families experiencing homelessness or at risk of experiencing homelessness and low- and moderate-income individuals and families to achieve self-sufficiency.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City works closely with Stanislaus County and its Urban County member cities. Staff from each jurisdiction meet on a regular basis to discuss relevant issues impacting all programs, receive training, and consolidate processes. Staff trade email on issues as they arise and seek help from each other to address pressing requirements of the programs. Staff from all the jurisdictions attend HUD sponsored training on an as needed basis, providing more depth in each agency's institutional knowledge and structure. These activities bring staff up-to-date on changes in federal program requirements, policy initiatives, and implementation guidance.

One of the major issues seen in the community among the existing varies non-profit agencies is lack of funding. Capacity building of local nonprofits has also become an important issue for the Stanislaus Urban County and other entitlement cities. The City of Turlock is working to assist agencies with capacity building. One of the methods the City of Turlock has used is acquiring properties that will be resold to non-profit agencies for affordable rental housing. The Stanislaus Urban County also has an excellent working relationship with both the cities of Turlock and Modesto, which are separate CDBG entitlement jurisdictions, to strategically prioritize projects and programs more efficiently and effectively for the region.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City and County participate in the Continuum of Care (CoC), which establishes homeless policy for the use of federal funds. The organization provides structure for grant applications, funds the Homeless Management Information System (HMIS), and provides performance data to the County. The County and the City of Modesto are entitlement cities for the receipt and management of Emergency Solutions Grant (ESG) funds.

The City of Turlock participates in the Turlock Community Collaborative. Collaborative members include religious, non-profit, for-profit, and governmental agencies (local government and educational institutions). The Collaborative looks at coordinating efforts by its members to help in resolving immediate needs of the community. These needs may include food, shelter, counseling, medical, and education.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Turlock partnered with Stanislaus County to prepare the Analysis of Impediments to Fair Housing (AI).

The City of Turlock provided a RFP (Request for Proposal) and planned for \$10,000 in public service grants for fair housing. The City has maintained fair housing information and resource links on the City website and has handouts and information available with fair housing information and resources in the office.

The City provides funds for a First Time Home Buyers (FTHB) down payment assistance program to help provide access to affordable housing. City staff provides realtors, lenders, and clients with program information and education to assist buyers in accessing available programs.

The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources to provide affordable housing opportunities, such as Cal Home and PLHA.

CR-40 – Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City regularly monitors progress on activities carried out in the Annual Action Plan to ensure compliance with program requirements. Evaluation took place during the application and funding process, and after agreements have been executed. Funding and service agreements set clear performance measures, reporting procedures, timeliness, and budgets on set goals measured by accomplishments. City staff regularly monitored compliance on contracting requirements and performance goals through the implementation and review of quarterly performance reports, and reimbursement requests. Where higher risks were considered to be present, program staff worked more closely with the agencies during on-site visits to ensure that the project moved forward as smoothly as possible. City staff provided feedback to agencies regarding areas of concern, and findings where corrective action or improvements were required.

Staff also meets periodically with Consortium members to review financial items, update activity statuses, and complete project documentation. This ensures that all statutory and regulatory requirements are being met and that performance reports and all other information submitted to HUD is correct and complete.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Prior to the CAPER submission, the City publishes an English and Spanish public notice in a local newspaper of general distribution in Stanislaus County advising residents of the availability of the CAPER for public review and comment. The CAPER is available from the Housing Division office and it is posted on the City's website. The public can submit comments at the City offices or email them to the contact listed in the ad. Ad copies are attached to this report.

Public outreach has been held in accordance with the City and the Consortium's Citizen Participation Plan to provide an opportunity for community input regarding what services, projects, or activities the City undertook using Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds.

CR-45 – CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has had no changes in program objectives during the program year. The City will consider potential changes to the plans for future program years to alleviate the problems experienced in the reporting process. HUD staff will be consulted for advice on how to proceed with any changes as needed.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?	No
--	----

CR-50 – HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The Housing Division provided onsite monitoring for the majority of these HOME Investment Partnership Program (HOME) projects this fiscal year. Due to staff shortages, the City was unable to monitor all properties as planned. Monitoring will continue to be conducted in the 2025-2026 fiscal year.

Member Projects:

209 3rd Street
 808-810 S Soderquist Rd
 736/738 Park St (2 units)
 1540 Springville Way
 Avena Bella Phase II 500 W Linwood
 1480 Lambert
 Ceres Farm Labor Projects
 Newman Family Apartments in Newman
 Las Palmas Senior Apartments in Patterson
 1205 Lambert

CHDO projects:

401 N. Broadway
 412 Montana
 546 South Rose

581 and 583 Columbia St.
1061 Alpha Road
1318 S Canal (senior) Crane Terrace
1401 Apple Lane/ 420 Montana
1441 Apple Lane
Heritage Oaks Senior Housing-Oakdale

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

In general, the City is proactive in encouraging participation in each housing program or project. Advertisements occur in local circulations, social media, public presentations and events, and through housing providers. In regard to rental projects with five or more units, the City continually takes actions to provide information and otherwise attract eligible persons in the housing market area to the available housing, without regard to race, color, national origin, sex, religion, familial status or disability. Display of the Equal Housing Opportunity logo is included in each public notice, on the city's website and in program advertisements. Fair Housing Poster is posted in each jurisdiction's Housing office.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During the FY 2024-2025, \$189,720.01 was received in program income and recaptured funds from HOME projects. Program income is applied to projects as draws are processed.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

Housing Choice Voucher Funds (previously known as Section 8): The Stanislaus Regional Housing Authority administers the Housing Choice Voucher program for the City and provides rent subsidies.

Low-Income Housing Tax Credits (LIHTC): The federal 4% and 9% LIHTC is the principal source of funding for the construction and rehabilitation of affordable rental homes. They are a dollar-for-dollar credit against federal tax liability.

HUD VASH: The Stanislaus Regional Housing Authority administers the VASH vouchers from the U.S. Department of Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) program for their efforts to house homeless veterans in Stanislaus County. The vouchers are provided to eligible veterans and non-profit agencies serving veterans.

Attachment: CDBG PR26 Report

	Office of Community Planning and Development	DATE: 08-21-25
	U.S. Department of Housing and Urban Development	TIME: 18:20
	Integrated Disbursement and Information System	PAGE: 1
	PR26 - CDBG Financial Summary Report Program Year 2024 TURLOCK, CA	

PART I: SUMMARY OF CDBG RESOURCES		
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR		0.00
02 ENTITLEMENT GRANT	621,578.00	
03 SURPLUS URBAN RENEWAL	0.00	
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00	
05 CURRENT YEAR PROGRAM INCOME	156,085.06	
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00	
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00	
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00	
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00	
08 TOTAL AVAILABLE (SUM, LINES 01-07)	777,663.06	
PART II: SUMMARY OF CDBG EXPENDITURES		
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	790,141.76	
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00	
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	790,141.76	
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	247,681.20	
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00	
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00	
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,037,822.96	
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	(260,159.90)	
PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD		
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00	
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00	
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	790,141.76	
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00	
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	790,141.76	
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%	
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS		
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:	
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00	
25 CUMULATIVE EXPENDITURES BENEFITTING LOW/MOD PERSONS	0.00	
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%	
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS		
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	151,208.57	
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00	
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00	
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00	
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	151,208.57	
32 ENTITLEMENT GRANT	621,578.00	
33 PRIOR YEAR PROGRAM INCOME	299,155.56	
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00	
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	920,733.56	
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	16.42%	
PART V: PLANNING AND ADMINISTRATION (PA) CAP		
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	247,681.20	
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00	
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00	
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00	
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	247,681.20	
42 ENTITLEMENT GRANT	621,578.00	
43 CURRENT YEAR PROGRAM INCOME	156,085.06	
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00	
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	777,663.06	
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	31.85%	

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

Note: These number reflect the actual expenses during the fiscal year, as all of the expenses were not drawn down fully at fiscal year end.

Comment Period Proof of Publication & Summary of Public Comments

The Report was presented at the Public Hearing to Turlock City Council on September 09, 2025 at 6:00 p.m.: 156 South Broadway, Turlock, CA 95380 in the Yosemite Conference room/council chambers. Approximately xx persons plus city staff were in attendance. Comments:

Public Comments made at 09/09/2025 Council meeting:

1. Pending

Other comments received: xx additional comments were received through the comment period of August 22, 2025 and up until the council meeting on September 08, 2025.

Attachment: Public Notices

This ad was run in the Modesto Bee on August 22, 2025.



**Notice of Public Hearing and CAPER
Comment Period for Program Year 2024-2025**



The City of Turlock has prepared their 2024-2025 Consolidated Annual Performance Evaluation Report (CAPER) as required by federal regulations. The report details project accomplishments as well as expenditures throughout the period of July 1, 2024 through June 30, 2025 for the Community Development Block Grant (CDBG) Program for the City of Turlock and the HOME Investment Partnerships (HOME) Program for the City of Turlock/Stanslaus County HOME Consortium. The purpose of the report is to measure to what extent the jurisdiction is meeting priority needs, goals and strategies as outlined in the 2020-2024 Consolidated Plan.

A 15-day public comment period on the report begins on August 22, 2025 and runs through 5:00 p.m., September 08, 2025. The CAPER public hearing will be held on September 09, 2025 at the following location:

September 09, 2025 at 6:00 p.m.

City of Turlock City Hall – Yosemite Conference room/Council Chambers, upstairs
156 South Broadway, Turlock, CA 95380

Comments on the CAPER may be directed to and or for additional information about the CAPER or the City of Turlock's First Time Home Buyers Loan program or Rehabilitation Loan program please contact us or visit our website:

Jennifer Figueroa, Housing Manager
City of Turlock - Housing Program Services Division
156 South Broadway, Suite 140, Turlock, CA 95380
Phone: (209) 668-5610 or TDD 1-800-735-2929 Fax (209) 668-5120
Website: www.cityofturlock.org or by E-mail to jfigueroa@turlock.ca.us

Copies of the CAPER will be available for review starting on August 22, 2025 at the following Turlock location: Housing Program Services Division Office - 156 S. Broadway, Suite 140 Turlock, CA and available on the city website at www.cityofturlock.org under Housing Division.

Attachment: Public Notices

This ad was run in the Modesto Bee on August 22, 2025.



Aviso de Junta Pública Y CAPER
Comentarios para el Programa 2024-2025

Por regulaciones Federales, la Ciudad de Turlock ha preparado el Reporte de Evaluación Consolidada de Funcionamiento Anual (CAPER) del 2024-2025. El reporte identifica los cumplimientos y gastos de los fondos durante el periodo de julio 1, 2024 a junio 30, 2025, del programa de becas de Bloque de Desarrollo de Comunidad (CDBG) para la ciudad de Turlock y el programa de HOME para la ciudad de Turlock/Consortio de Stanislaus HOME. El plan de Consolidación Anual identifica como la Ciudad y el Consortio planea usar los fondos Federales durante el próximo año y satisfacer las metas y objetivos aprobadas por el Concilio de la Ciudad en el Plan de Consolidación 2020-2024.

El Plan será disponible por 15 días para la revisión del público y los comentarios comenzarán el 22 de agosto 2025 y terminan el 8 de septiembre 2025 a las 5:00 p.m. La junta pública de CAPER se llevará a cabo el 09 de septiembre 2024 en la siguiente localidad:

9 de septiembre del 2025 a las 6:00 p.m.
Ciudad de Turlock- sala de conferencia Yosemite/cámaras de consejo, Segundo piso
156 S. Broadway, Turlock, CA 95380

Comentarios sobre el CAPER y/o por información adicional sobre el CAPER, o sobre nuestro Programas para Compradores De Viviendas por Primera Vez, de Préstamos para Rehabilitación, favor de comunicarse con nosotros o visite nuestro sitio del Internet.

Jennifer Figueroa, Manejadora de Viviendas
Ciudad de Turlock-División de Servicios del Programa de Viviendas
156 S. Broadway, Suite 140, Turlock, CA 95380
(209) 668-5610 o TDD 1-800-735-2929 Fax (209) 668-5120
Sitio de Internet: www.cityofturlock.org o Correo Electrónico jfigueroa@turlock.ca.us

Copias del CAPER serán disponibles para su revisión comenzando el 22 de agosto 2025 en las oficinas de:
División de Servicios del Programa de Viviendas - 156 S. Broadway, Suite 140, Turlock, CA
O por el Internet en www.cityofturlock.org bajo Housing División.

Attachment

FY 2024-2025	1	2	3	4	5	6	7	
Public Service Projects	We Care Program-Turlock -We Care Emergency Shelter	United Samaritans Foundation -Emergency Food Box	United Samaritans Foundation -Senior Congregate Lunch	Center for Human Services -Street Youth Outreach/Navigation	City of Turlock Recreation -Recreation for All Scholarship	Healthy Alternatives to Violent Environmanets (HAVEN) -Housing Assistance	Project Sentinel -Fair Housing	Totals
IDIS Number								
Funding								
Budgeted Amount \$	4,500.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	64,500.00
Funded Amount \$	4,500.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	64,500.00
Returned Funds \$	0.00	0.00	0.00	723.25	0.00	0.00	-	723.25
Net Funds Received \$	4,500.00	10,000.00	10,000.00	9,276.75	10,000.00	10,000.00	10,000.00	63,776.75
Income Breakdowns								
Extremely low 0-30%	215	294	5	3	2	13	13	545
Very Low 31-50%	16	111	15	1	24	1	-	168
Low/Mod 51-80%	2	26	10	-	13	-	-	51
Above 80%	-	1	3	-	11	-	-	15
Total Served	233	432	33	4	50	14	13	779
Race/Ethnicity Breakdowns								
White	186	364	30	4	18	9	10	621
Black or African	33	24	2	-	2	1	-	62
Asian	3	39	-	-	-	-	-	42
American Indian/Alaskan Native	6	1	1	-	-	-	3	11
Native Hawaiian or Other Pacific Islander	3	2	-	-	-	-	-	5
American Indian or Alaska Native & White	1	-	-	-	-	1	-	2
Asian & White	-	-	-	-	-	-	-	-
Black or African American & White	-	-	-	-	-	-	-	-
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-	-	-
Balance/Other	1	2	-	-	30	3	-	36
Total Served	233	432	33	4	50	14	13	779
Hispanic	72	225	10	2	40	2	3	354
Other Statistics								
Female Head of	-	36	-	2	28	11	4	81
Over 62 years old	40	136	33		-	-	-	209
People with Disabilities	140	83	9	1	1	3	3	240
Homeless persons	233	N/A	N/A	4	N/A	N/A	-	237
assisted with special	unknown	unknown	unknown	unknown	unknown	unknown	unknown	-
Contract number	2025-005	2025-002	2025-003	2025-006	2025-004	2025-008	2025-007	
Purchase order number	2025-703	2025-718	2025-719	2025-0692	N/A	2025-721	2025-720	

Attachment

	Office of Community Planning and Development	DATE: 08-21-25
	U.S. Department of Housing and Urban Development	TIME: 18:06
	Integrated Disbursement and Information System	PAGE: 1
	PR26 - CDBG-CV Financial Summary Report	
	TURLOCK, CA	

PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	861,502.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	861,502.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAIRS AND PLANNING/ADMINISTRATION	133,937.56
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	24,044.76
07 DISBURSED IN IDIS FOR SECTION 108 REPAIRS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	157,982.32
09 UNEXPENDED BALANCE (LINE 04 - LINE 8)	703,519.68

PART III: LOW/MOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	133,937.56
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	133,937.56
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	133,937.56
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	114,671.77
17 CDBG-CV GRANT	861,502.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	13.31%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	24,044.76
20 CDBG-CV GRANT	861,502.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	2.79%

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity Number	Voucher Number	Activity Name	Matrix Code	National Objective	Draw n Amount
2020	13	845	6685620	P/S Community Housing & Shelter S (CDBG-CV) FY20-21	05Q	LMC	\$83,924.24
		893	7011868	City 2025 Marty Yerby-Public Facility Improvements-CDBG-CV	03D	LMC	\$19,265.79
		894	7011868	City 2025 Senior Center-Public Facility Improvements-CDBG-CV	05A	LMC	\$30,747.53
Total							\$133,937.56

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity Number	Voucher Number	Activity Name	Matrix Code	National Objective	Draw n Amount
2020	13	845	6685620	P/S Community Housing & Shelter S (CDBG-CV) FY20-21	05Q	LMC	\$83,924.24
		894	7011868	City 2025 Senior Center-Public Facility Improvements-CDBG-CV	05A	LMC	\$30,747.53
Total							\$114,671.77

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity Number	Voucher Number	Activity Name	Matrix Code	National Objective	Draw n Amount
2020	19	846	6685620	CDBG-CV Program Administration (CDBG CV) 2020-2021	21A		\$10,196.20
		875	6902332	CDBG-CV Program Administration (CDBG CV) 2020-2021	21A		\$4,485.85
			6924809	CDBG-CV Program Administration (CDBG CV) 2020-2021	21A		\$3,873.18
		892	7011745	CDBG-CV Program Administration (CDBG CV) 2024-2025	21A		\$5,489.53
Total							\$24,044.76

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Charlotte Calvario, Engineering Project Coordinator
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Pacific Polymers Inc., of Herald, California in the amount of \$272,000.00 and authorizing a construction contingency amount of \$27,200.00 (10%), for City Project No. 24-042 "Senior Center Roof & HVAC Replacement"

Resolution: Determining the award of bid for construction of City Project No. 24-042 "Senior Center Roof & HVAC Replacement" is exempt from the provisions of CEQA in accordance with Section 15302 of the CEQA guidelines

2. NARRATIVE:

The Senior Center features both a pitched roof and flat roof. The flat roof has experienced persistent issues over the years, particularly with water intrusion during the rainy seasons. In response to these issues, the City contracted with CentiMark to perform critical repairs to the Senior Center roof. These repairs were substantial and successfully mitigated immediate risks of further leakage.

The repairs completed by CentiMark were never intended to be a long-term solution. Both the flat roof system and mechanical units have reached the end of their service lives and are well overdue for full replacement. This project includes the complete removal and replacement of the existing flat roof system, as well as the replacement of three rooftop HVAC units. These improvements are essential to maintaining a safe, dry, and comfortable environment for the seniors and community members who rely on the facility.

City staff advertised this project on August 6th, 2025 through the Turlock Journal and on the City's website for construction projects. On August 27th, 2025, seven (7) bid proposals were received for City Project No. 24-042 "Senior Center Roof & HVAC Replacement." Pacific Polymers Inc. of Herald, California, was the lowest responsible bidder with a base bid amount of \$252,000.00.

The bid documents included an additive bid alternate that may be incorporated into the base bid price at City's option. If accepted, the additive bid alternate would upgrade the roof materials from a single ply PVC membrane roofing system with a 20 year warranty to a 2 ply Ketone Ethylene Ester (KEE) with a 30 year warranty.

Bid Summary:

Bidder	Base Bid Amount	Additive Bid Alternate Amount
Pacific Polymers Inc.	\$252,000.00	\$20,000.00

Irish Heat and Air	\$272,755.00	\$20,000.00
Premier Roofing of California	\$280,000.00	\$200,000.00
Advanced Roofing Oakdale	\$284,720.19	\$166,520.00
Durable Cool Roofs Inc.	\$364,490.00	\$0.00
Champion Industrial Contractors, Inc.	\$450,423.00	\$166,520.00
Fresno Roofing Co. Inc.	\$562,455.00	\$142,735.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Pacific Polymers Inc. of Herald, California as the lowest responsive, responsible bidder with a base bid amount of \$252,000. Staff recommends approval of the additive bid alternate, which increases the base bid amount by \$20,000, resulting in a contract amount of \$272,000.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are displayed below:

CP 24-042 Senior Center Roof and HVAC Replacement	
Preliminary Engineering - <i>City Staff</i>	\$35,000
Construction Contract - <i>Pacific Polymers Inc.</i>	\$272,000
Construction Contingency for potential change orders	\$27,200
Construction Admin/Management - <i>City Staff</i>	\$15,000
Building Permit	\$2,000
Testing - Hazardous Materials	\$750
Total Estimated Project Cost	\$351,950

CP 24-042 Senior Center Roof and HVAC Replacement	
Project expenses in FY 24-25	\$35,750
Estimated project expenses in FY 25-26	\$316,200
Total Estimated Project Cost	\$351,950

The designated project account is Fund 258 "Housing Stimulus Funds" account number 258-41-498.47218_002 "Public Improvements Senior Center." There is adequate budget for

estimated project expenses in Fiscal Year 2025-26, and no additional budget allocation is needed at this time.

4. ENVIRONMENTAL DETERMINATION:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction), as the project involves replacement of improvements only.

5. ATTACHMENTS:

1. Draft Resolution
2. 24-042 Bid Summary
3. City Contract 2026-058 with Pacific Polymers Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE }
AWARD OF BID FOR CONSTRUCTION OF }
CITY PROJECT NO. 24-042 “SENIOR }
CENTER ROOF & HVAC REPLACEMENT” }
IS EXEMPT FROM THE PROVISIONS OF }
CEQA IN ACCORDANCE WITH SECTION }
15302 OF THE CEQA GUIDELINES }

RESOLUTION NO. 2025-XXX

WHEREAS, City Project No. 24-042 “Senior Center Roof & HVAC Replacement” includes the replacement of the flat roof and three HVAC units at the Turlock Senior Center; and

WHEREAS, the scope of work involves replacement of existing improvements only.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for construction of City Project No. 24-042 “Senior Center Roof & HVAC Replacement” is exempt from the provisions of CEQA in accordance with Section 15302 of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of September, 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 OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Senior Center Roof & HVAC Replacement
 PROJECT NUMBER: 24-042
 BID OPENING: August 27, 2025
 10:30 AM
 ANTICIPATED COUNCIL AWARD DATE: Date of Council Meeting

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1 PACIFIC POLYMERS INC. HERALD, CA		2 IRISH HEAT AND AIR TURLOCK, CA		3 PREMIER ROOFING OF CALIFORNIA POWAY, CA		4 ADVANCED ROOFING OAKDALE, CA	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	\$20,000.00	\$20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 145,000.00	\$ 145,000.00	\$ -	\$ -
2	Roof Demolition	LS	1	\$55,000.00	\$55,000.00	\$ 9,000.00	\$ 9,000.00	\$ 28,352.00	\$ 28,352.00	\$ 10,000.00	\$ 10,000.00	\$ 22,786.75	\$ 22,786.75
3	Allowance for Repairs	ALLOW	1	\$10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00
4	Flat Roof Replacement - 60 mil PVC	LS	1	\$165,000.00	\$165,000.00	\$ 136,000.00	\$ 136,000.00	\$ 92,450.00	\$ 92,450.00	\$ 20,000.00	\$ 20,000.00	\$ 84,367.43	\$ 84,367.43
5	Remove miscellaneous roof appurtenances	LS	1	\$5,000.00	\$5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 13,510.79	\$ 13,510.79
6	Roof Walkway Pads	LS	1	\$500.00	\$500.00	\$ 1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,180.00	\$ 4,180.00
7	Senior Center HVAC Unit 1 - 7.5 Ton (East Side)	LS	1	\$20,387.00	\$20,387.00	\$ 18,000.00	\$ 18,000.00	\$ 32,051.00	\$ 32,051.00	\$ 35,000.00	\$ 35,000.00	\$ 20,786.00	\$ 20,786.00
8	Senior Center HVAC Unit 1 - 7.5 Ton (West Side)	LS	1	\$20,387.00	\$20,387.00	\$ 18,000.00	\$ 18,000.00	\$ 32,051.00	\$ 32,051.00	\$ 35,000.00	\$ 35,000.00	\$ 20,786.00	\$ 20,786.00
9	Senior Center HVAC Unit1 - 3.5 Ton (East Side)	LS	1	\$14,000.00	\$14,000.00	\$ 18,000.00	\$ 18,000.00	\$ 24,051.00	\$ 24,051.00	\$ 20,000.00	\$ 20,000.00	\$ 18,301.07	\$ 18,301.07
10	Senior Center - MAU Evaporative Cooler	LS	1	\$10,000.00	\$10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 8,602.15	\$ 8,602.15
11	Mechanical Equipment Screening	LS	1	\$10,000.00	\$10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 14,000.00	\$ 14,000.00	\$ 2,500.00	\$ 2,500.00	\$ 81,400.00	\$ 81,400.00
12	Roof Curbs for HVAC	LS	1	\$5,000.00	\$5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,800.00	\$ 6,800.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
13	All other work not included in other bid items	LS	1	\$5,000.00	\$5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -
Base Bid Total =				\$	340,274.00	\$	252,000.00	\$	272,755.00	\$	280,000.00	\$	284,720.19
Additive Bid Alternate Total =						\$	20,000.00	\$	20,000.00	\$	200,000.00	\$	166,520.00

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		5 DURABLE COOL ROOFS, INC. FRESNO, CA		6 CHAMPION INDUSTRIAL CONTRACTORS, INC.		7 FRESNO ROOFING CO., INC. FRESNO, CA	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	\$20,000.00	\$20,000.00	\$ 7,325.00	\$ 7,325.00	\$ 2,500.00	\$ 2,500.00	\$ 8,200.00	\$ 8,200.00
2	Roof Demolition	LS	1	\$55,000.00	\$55,000.00	\$ 43,013.00	\$ 43,013.00	\$ 57,040.00	\$ 57,040.00	\$ 43,500.00	\$ 43,500.00
3	Allowance for Repairs	ALLOW	1	\$10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
4	Flat Roof Replacement - 60 mil PVC	LS	1	\$165,000.00	\$165,000.00	\$ 122,402.00	\$ 122,402.00	\$ 155,480.00	\$ 155,480.00	\$ 205,560.00	\$ 205,560.00
5	Remove miscellaneous roof appurtenances	LS	1	\$5,000.00	\$5,000.00	\$ 7,325.00	\$ 7,325.00	\$ 1,067.00	\$ 1,067.00	\$ 3,500.00	\$ 3,500.00
6	Roof Walkway Pads	LS	1	\$500.00	\$500.00	\$ 7,325.00	\$ 7,325.00	\$ 8,625.00	\$ 8,625.00	\$ 6,700.00	\$ 6,700.00
7	Senior Center HVAC Unit 1 - 7.5 Ton (East Side)	LS	1	\$20,387.00	\$20,387.00	\$ 27,000.00	\$ 27,000.00	\$ 22,000.00	\$ 22,000.00	\$ 46,000.00	\$ 46,000.00
8	Senior Center HVAC Unit 1 - 7.5 Ton (West Side)	LS	1	\$20,387.00	\$20,387.00	\$ 27,000.00	\$ 27,000.00	\$ 22,000.00	\$ 22,000.00	\$ 46,000.00	\$ 46,000.00
9	Senior Center HVAC Unit1 - 3.5 Ton (East Side)	LS	1	\$14,000.00	\$14,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00	\$ 30,800.00	\$ 30,800.00
10	Senior Center - MAU Evaporative Cooler	LS	1	\$10,000.00	\$10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 13,090.00	\$ 13,090.00	\$ 11,300.00	\$ 11,300.00
11	Mechanical Equipment Screening	LS	1	\$10,000.00	\$10,000.00	\$ 73,350.00	\$ 73,350.00	\$ 126,406.00	\$ 126,406.00	\$ 130,350.00	\$ 130,350.00
12	Roof Curbs for HVAC	LS	1	\$5,000.00	\$5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 3,950.00	\$ 3,950.00	\$ 14,750.00	\$ 14,750.00
13	All other work not included in other bid items	LS	1	\$5,000.00	\$5,000.00	\$ 3,750.00	\$ 3,750.00	\$ 15,265.00	\$ 15,265.00	\$ 5,795.00	\$ 5,795.00
Base Bid Total =				\$	340,274.00	\$	364,490.00	\$	450,423.00	\$	562,455.00
Additive Bid Alternate Total =						\$	-	\$	166,520.00	\$	142,735.00



AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 24-042

Senior Center Roof & HVAC Replacement

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Pacific Polymers Inc., DBA American Foam Experts, a Nevada corporation, (“Contractor”), on this 9th day of September 2025 (the “Effective Date”). City and Contractor 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 a duly qualified and licensed firm experienced in the construction of Senior Center Roof & HVAC Replacement (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on September 9, 2025, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

1. Contract Documents: This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. Special Provisions of the City of Turlock for Senior Center Roof & HVAC Replacement
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required in any of the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. Term. The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and

diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and, in the manner, designated in, and in strict conformity with, the plans and specifications for said work entitled, "**Special Provisions for Senior Center Roof & HVAC Replacement.**" The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Contractor's Proposal for Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed Two Hundred Seventy-Two Thousand Dollars (**\$272,000.00**) (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **Thirty (30)** working days (the “Substantial Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **Forty-Five (45)** working days (the “Final Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Substantial and Final Completion Due Dates, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Substantial and Final Completion Due Dates, in writing, to the City Engineer.

The Substantial and Final Completion Due Dates may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Substantial and Final Completion Due Dates will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or
 2. where the delay is caused by actions beyond the control of Contractor; or
 3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Substantial and Final Completion Due Dates for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract 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, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor's financial inability to perform, Contractor's failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor'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 Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

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

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Thousand Five Hundred** and no/100ths Dollars (**\$1,500.00**) for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Five Hundred** and no/100ths Dollars (**\$500.00**) for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. Termination.

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor'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 Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, 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 the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the City Standards in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

9. Disputes Pertaining to Payment for Work: Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be

required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor

shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

12. Superintendence by Contractor: Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection

will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. Conformity with Law and Safety: Contractor 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 American 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 Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor'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 the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor 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 Contractor's subcontractor, if any; (c) name and address of Contractor'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 the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

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

16. Bonds: Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the

Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

17. Indemnification:

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

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

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *Commercial General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00

01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations aggregate for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations.
- (2) For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the sole negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) by disease-policy limit, and One Million Dollars (\$1,000,000.00) by disease-each employee.

(c) *Commercial Auto Insurance.* Contractor shall maintain commercial auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* [Intentionally Omitted] Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties

constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* [Intentionally Omitted]

(f) *Professional Liability Insurance.* [Intentionally Omitted]

(g) *Umbrella or Excess Policy.* Contractor 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 coverage or 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 Contractor's primary and excess liability policies are exhausted.

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

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

(j) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(k) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

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

19. Ownership of Work Product: Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract (“Work Product”) 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 that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Final Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, 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 specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City’s Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

20. Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

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

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

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor 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 Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

22. Contractor Not Agent: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the 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 the Contract. 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 the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, 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 competent 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 limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving 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 attorney's 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 provided under 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.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

25. 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: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, CA 95380-5456**

If to Contractor:

Pacific Polymers Inc., DBA American Foam Experts
David Nyman
P.O. Box 190
Herald, CA 95638

If to Contractor's Sureties:

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

Charlotte Calvario
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-6029
E-mail: ccalvario@turlock.ca.us

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

28. Antitrust Claims: Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

29. Use of City Project Number: Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

30. No Conflict of Interest: Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor 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"). Contractor 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 Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

33. 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.

34. Assignment: No Party to the Contract 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 foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

35. 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, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract 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.

36. Governing Law: The Contract shall be governed and construed in accordance with the laws of the state of California.

37. Severability: If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according 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.

38. Execution and Counterparts: This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but 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.

39. Mandatory and Permissive: “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

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

41. Attorney’s Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, 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.

42. 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 the Contract.

43. Recitals: The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 39 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

**PACIFIC POLYMERS INC., DBA
AMERICAN FOAM EXPERTS,
a Nevada corporation**

**CITY OF TURLOCK, a California municipal
corporation**

By: _____

By: _____
Susan E. Borrego, Interim City Manager

Print Name

Date: _____

Address: _____

APPROVED AS TO SUFFICIENCY:

Phone: _____

By: _____
William D. Morris, RCE, PLS, City Engineer

Date: _____

By: _____
Christopher Fisher, Municipal Services
Director

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

Affix Contractor's Seal Here

By: _____
Nichole Fiez, City Clerk

**EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES**

PROPOSAL

Project No. 24-042

Senior Center Roof & HVAC Replacement

City of Turlock, California

DATED: 08/26/2025

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: Pacific Polymers, Inc. DBA American Foam Experts

BUSINESS ADDRESS: 11500 Twin Cities Road Galt, CA 95632

PLACE OF RESIDENCE: 12174 Borden Road Herald, CA

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of Cost.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the Office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the

BIDDER'S FORM

PROJECT TITLE: Senior Center Roof & HVAC Replacement

PROJECT NUMBER: 24-042

OPENING DATE: August 27, 2025

OPENING TIME: 10:30 AM

BASE BID					
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization & Demobilization	LS	1	\$2,000.00	\$2,000.00
2	Roof Demolition	LS	1	\$9,000.00	\$9,000.00
3	Allowance for Repairs	ALLOW	1	\$10,000.00	\$10,000.00
4	Flat Roof Replacement - 60 mil PVC	LS	1	\$136,000.00	\$136,000.00
5	Remove miscellaneous roof appurtenances	LS	1	\$1,000.00	\$1,000.00
6	Roof Walkway Pads	LS	1	\$1,000.00	\$1,000.00
7	Senior Center HVAC Unit 1 - 7.5 Ton (East Side)	LS	1	\$18,000.00	\$18,000.00
8	Senior Center HVAC Unit 1 - 7.5 Ton (West Side)	LS	1	\$ 18,000.00	\$18,000.00
9	Senior Center HVAC Unit1 - 3.5 Ton (East Side)	LS	1	\$18,000.00	\$18,000.00
10	Senior Center - MAU Evaporative Cooler	LS	1	\$18,000.00	\$18,000.00
11	Mechanical Equipment Screening	LS	1	\$18,000.00	\$18,000.00
12	Roof Curbs for HVAC	LS	1	\$2,000.00	\$2,000.00
13	All other work not included in other bid items	LS	1	\$1,000.00	\$1,000.00
BASE BID - TOTAL					\$252,000.00

construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

ADDENDA

No. <u>1</u>	Date <u>08/01/2025</u>	Signed 
No. <u>2</u>	Date <u>08/12/2025</u>	Signed 
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BASE BID WRITTEN IN FIGURES:

\$, 2 5 2, 0 0 0 . 0 0

TOTAL BASE BID WRITTEN IN WORDS:

Two Hundred Fifty Two Thousand Dollars and Zero Cents

CONTRACTOR:

Pacific Polymers, Inc. DBA American Foam Experts

Bidder shall provide pricing for the following additive bid alternate which may or may not be included in the contract price at City's option. The basis of award shall be the lowest base bid price without consideration of the additive bid alternate.

NOTE: The Additive Bid Alternate cost entered on the Bidder's Form shall be the incremental cost increase to upgrade from Bid Item #4 – 60 mil PVC to 2-ply KEE. For example, if the bidder's price for the base bid for flat roof replacement system of PVC totals \$280,000, and the total cost of work including a 2-ply KEE roofing system totals \$300,000, then the amount to be entered for the Additive Bid Alternate should be \$20,000.

COMPANY'S NAME: Pacific Polymers, Inc. DBA American Foam Experts

BY: Bobby Stepps

ADDRESS: 11500 Twin Cities Road
(Number) (Street)
Galt CA 95632
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: 916-582-1265

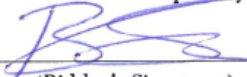
CONTRACTOR'S EMAIL: Pacificpolymers1@gmail.com

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

Pacific Polymers, Inc. DBA American Foam Experts, Contractor's License # 969486, Class C-39
(Company's Name)

Expires 01/31/2026. DIR #: 1000026412

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X  08/26/2025
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non-collusion and questionnaire to general contractors, a statement of proposed subcontractors, if any, the address of mill, shop or office of any subcontractor, and a statement of work to be performed by subcontractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows: zz

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership,

state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

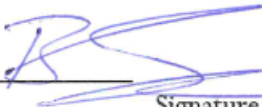
Licensed in accordance with an act providing for the registration of Contractors,
License No. 969486 Expiration Date 01/31/2026

DATED: August 26th, 2025

Address: 11500 Twin Cities Road Galt, CA 95632

Phone: 916-582-1265

Email: Pacificpolymers1@gmail.com

X 
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X 
Signature of Bidder

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

Jurat (Government Code Section 8202)

State of California

County of SACRAMENTO

Subscribed and sworn to (or affirmed) before me on this 26 day of July, 2025

by BOBBY J. STEFFS proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


NOTARY PUBLIC SIGNATURE

JOANNE VENEGAS
NOTARY PUBLIC PRINTED NAME

(AFFIX SEAL)



EXHIBIT B PAYMENT BY FORCE ACCOUNT

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare

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

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

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

- 1. A fifteen percent (15%) markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;

- 5 If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:

- 5.1 During that period
- 5.2 In the quantities used

C. Equipment Rental. Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

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

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

Equipment rental rates include the cost of:

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

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

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

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

D. Equipment on the Job Site. For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

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

E. Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid

2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

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

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

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

F. Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

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

G. Non-Owner-Operated Dump Truck Rental. Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

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

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: _____ Date: _____

(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

Business Phone: () _____

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to **Pacific Polymers Inc., DBA American Foam Experts**, hereinafter designated as the “Principal,” a contract for **Project No. 24-042, “Senior Center Roof & HVAC Replacement”**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal’s heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **Pacific Polymers, Inc. DBA American Foam Experts**, hereinafter designated as the “Principal”, a contract for **Project No.24-042, “Senior Center Roof & HVAC Replacement”**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of _____ (\$ _____), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal’s heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor’s subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

City Council Staff Report

September 9, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Oscar Molina, Assistant Engineer
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Rejecting all bids submitted for City Project No. 24-036 "Renovations at Senior Center and Marty Yerby Recreational Facility"

2. NARRATIVE:

The purpose of this project is to improve restrooms and building accessibility to accommodate individuals with disabilities at both the Senior Center and the Marty Yerby Recreational Facility.

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

Senior Center

- Remove and replace all exterior doors and frames with new hollow metal doors and frames
- Provide an automatic door opener at two of the building entrances to allow access in accordance with the Americans with Disabilities Act (ADA)
- Install touchless faucets and toilets in the restrooms
- Remove and replace an existing drinking fountain

Marty Yerby Recreational Facility

- Remove all Fiber Reinforced Plastic (FRP) wall treatments in the restrooms and install tile on walls and floors
- Remove and replace all restroom plumbing fixtures with touchless style fixtures
- Remove stall partitions and convert the male and female restrooms into two unisex restrooms to allow for access in accordance with ADA
- Modify the existing front door entrance to provide an automatic door opener to allow access in accordance with ADA
- Install new lighting, lighting controls, and exhaust fans in the restrooms

City of Turlock (City) staff advertised this project on August 14, 2025 through the City's website for construction projects. On August 26, 2025, one (1) bid was received for City Project No. 24-036 "Renovations at Senior Center and Marty Yerby Recreational Facility." Creative Property Renewal, Inc of Stockton, California, was the sole responsible bidder with a bid amount of \$236,000.

#	BIDDER	BID AMOUNT
1	Creative Property Renewal	\$236,000

The Engineer's Estimate (EE) for construction of this project was \$129,780. Because only bid one was received and is 82% higher than the EE, staff recommends that the most cost-effective approach to deliver the project is to reject the bid and re-advertise the project with a minimum 21 day bid period to include a pre-bid meeting. This will allow for greater exposure of the project to potential bidders than what was the case with the first bidding period of 12 days and should encourage greater competition and better pricing.

3. FISCAL IMPACT / BUDGET AMENDMENT:
No General Fund Money will be used for this project.

The designated project account numbers for the design phase of this project are split evenly between Fund 258 "Housing Stimulus Funds" account numbers 258-41-498.47218_001 "Public Improvements Marty Yerby" and 258-41-498.47218_002 "Public Improvements Senior Center." The great majority of design costs were expended in Fiscal Year 2024-2025. Staff will bring forth a detailed breakdown of all project costs at a future time when requesting award of bid after re-advertising the project for new bids.

City staff recommends rejecting the bid received for City Project No. 24-036 "Renovations at Senior Center and Marty Yerby Recreational Facility" as it is anticipated that re-advertising the project with an extended advertisement period and pre-bid meeting will result in cost savings and project pricing closer to the Engineer's Estimate. The fiscal impact associated with re-advertising the project is minimal and anticipated to cost approximately \$1,000 in advertising fees and staff time.

4. 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.

5. ATTACHMENTS:

1. Bidder's Summary

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Renovations at Senior Center and Marty Yerby Recreational Facility

PROJECT NUMBER: 24-036

BID OPENING: August 26, 2025

1:00 PM

ANTICIPATED COUNCIL AWARD DATE: 9/9/2025

Senior Center							
1							
				ENGINEER'S EST.		Creative Property Renewal, Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
2	Remove Existing Improvements	LS	1	\$ 4,550.00	\$ 4,550.00	\$ 3,750.00	\$ 3,750.00
3	Hollow Metal Doors, Frames, and Hardware	EA	6	\$ 2,400.00	\$ 14,400.00	\$ 1,000.00	\$ 6,000.00
4	Access and Actuators	EA	2	\$ 1,450.00	\$ 2,900.00	\$ 1,000.00	\$ 2,000.00
5	Openers	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00
6	Allowance - Wall Paint	ALLOW	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
7	Tile	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 250.00	\$ 250.00
8	Painting Interior	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 23,000.00	\$ 23,000.00
9	Paint Doors	EA	4	\$ 180.00	\$ 720.00	\$ 937.50	\$ 3,750.00
10	Mechanical - Plumbing Connections	EA	14	\$ 2,000.00	\$ 28,000.00	\$ 1,285.71	\$ 18,000.00
11	Mechanical - Drinking Fountain	LS	1	\$3,400.00	\$ 3,400.00	\$5,750.00	\$5,750.00
12	Electrical - J Box	EA	2	\$1,000.00	\$ 2,000.00	\$350.00	\$700.00
13	Electrical - Electrical Metallic Tubing	LS	1	\$1,000.00	\$ 1,000.00	\$2,500.00	\$2,500.00
14	Any Work Not Included in the Bid Items Above	LS	1	\$0.00	\$ -	\$1,500.00	\$1,500.00
Total =				\$ 83,970.00		\$ 83,200.00	

Marty Yerby							
1							
				ENGINEER'S EST.		Creative Property Renewal, Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
2	Remove Existing Improvements	LS	1	\$ 4,550.00	\$ 4,550.00	\$ 12,000.00	\$ 12,000.00
3	Access and Actuators	EA	1	\$ 2,400.00	\$ 2,400.00	\$ 1,000.00	\$ 1,000.00
4	Openers	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
5	Wall Modification	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
6	Occupant Load Sign	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7	Painting Interior Walls and Ceiling	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00
8	Tile Installation	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 36,000.00	\$ 36,000.00
9	Paint Doors	EA	2	\$ 180.00	\$ 360.00	\$ 2,500.00	\$ 5,000.00
10	Mechanical - Plumbing Connections	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 8,750.00	\$ 35,000.00
11	Electrical - Electical Metallic Tubing	LS	1	\$1,000.00	\$ 1,000.00	\$21,800.00	\$21,800.00
12	Electrical - J Box	EA	1	\$1,000.00	\$ 1,000.00	\$1,000.00	\$1,000.00
13	Exhaust Fans	EA	2	\$1,000.00	\$ 2,000.00	\$3,000.00	\$6,000.00
14	Any Work Not Included in the Bid Items Above	LS	1	\$0.00	\$ -	\$0.00	\$0.00
Total =				\$ 45,810.00		\$ 152,800.00	