

City Council Meeting Agenda



September 23, 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 23, 2025**

Next City Council Resolution: 2025-179

Next Ordinance: 1334-CS

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

- A. Employee Service Awards (Human Relations)

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.

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 29, 2025 through September 11, 2025 in the amount of \$1,507,156.19, AP EFT payments for the month of July 2025 in the amount of \$156,380.50, Payroll EFT payments for the month of May 2025 in the amount of \$2,513,77.32, Payroll EFT Payments for the month of June 2025 in the amount of \$2,608,246.97 and the Investment and Cash Report for the month of August 2025 in the amount of \$319,914,680.04
- B. Accepting the Minutes of the September 9, 2025 Regular City Council Meeting
- C. Waiving the Reading of Title and Text of All Ordinances Included in the Agenda
- D. Authorize the release of unclaimed checks to the City of Turlock (Finance)
- E. Accepting improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 23-068 "Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects" - Bid Package 1 (Roads Program)

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- F. Accepting improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 23-032 "Provost & Pritchard Task Order No. 1 for Roads Program CIP Projects" (Roads Program)
- G. Approving an Agreement with Carollo Engineers, Inc. for On-Call SCADA Programming Support Services for Well 29 for a term of three years (3) in a total not-to-exceed amount of \$49,666 (Utility Maintenance)
- H. Accepting improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 23-031 "Mark Thomas Task Order No. 1 for Roads Program CIP Projects" - Bid Package 1 (Roads Program)
- I. Awarding bid and approving an agreement with Dirt Dynasty, Inc. for for construction of "Siegfried Task Order No. 2 for Roads Program CIP Projects" in the amount of \$7,304,464.00 (Roads Program)
- J. Approving Amendment No. 15 for Task Order No. 6A with NV5, Inc. for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$1,156,506.41 (Roads Program)
- K. Approving an Agreement with WFG National Title Insurance Company for professional title, closing and related real estate services for a period of three (3) years not to exceed \$150,000 (Housing)

9. FINAL READINGS

10. PUBLIC HEARINGS

- A. **The following Public Hearing item is continued from the City Council Meeting on September 9, 2025:**
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)
- B. Update to the Turlock Municipal Code regarding Massage and Massage Establishments (Police Department)

11. ACTION ITEMS

- A. Approving the Agreement for the purchase of upgraded audiovisual and technology equipment and installation services from Solutionz, Inc. for the Emergency Operations Center for the total amount not to exceed \$176,305.42 (Information Technology)
- B. Adopting the Amended Personnel System Rules and Regulations (Human Relations)

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

13. CLOSED SESSION

- A. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)
Title: City Attorney

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14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

Payment Register

From Payment Date: 8/29/2025 - To Payment Date: 9/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
150174	08/29/2025	Open			Accounts Payable	REED INC, GEORGE	\$216.65		
	Invoice		Date	Description		Amount			
	100374063		08/12/2025	ASPHALT		\$111.53			
	100374630		08/18/2025	ASPHALT		\$105.12			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$216.65			
150175	08/29/2025	Open			Accounts Payable	SAFE-T-LITE CO INC	\$6,789.98		
	Invoice		Date	Description		Amount			
	405374		07/24/2025	2025 StanCo Fair		\$6,382.44			
	405616		08/05/2025	2025 Udder Place Parking Lot Concert		\$407.54			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,789.98			
150176	09/03/2025	Open			Utility Management Refund	FALKE, CHRISTI	\$40.86		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		516627-004	MOVE OUT CREDIT	09/02/2025	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$40.86			
150177	09/03/2025	Open			Utility Management Refund	FONSECA, MARTA	\$283.15		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		432342-006	MOVE OUT CREDIT	09/02/2025	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$283.15			
150178	09/03/2025	Open			Utility Management Refund	FONTES, TONYA	\$137.93		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		160253-012	MOVE OUT CREDIT	09/02/2025	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$137.93			
150179	09/03/2025	Open			Utility Management Refund	KHOOSHABEHADEH, PETER	\$306.04		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		163554-011	MOVE OUT CREDIT	09/02/2025	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$306.04			
150180	09/03/2025	Open			Utility Management Refund	MC CULLA, ROBERT	\$229.62		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		404977-001	MOVE OUT CREDIT	09/02/2025	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$229.62			
150181	09/03/2025	Open			Utility Management Refund	MEJORADO, RAUL	\$42.69		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		486906-002	MOVE OUT CREDIT	09/02/2025	Refund			

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150182	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$22.53			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$3.68			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6.58			
	420 - WATER			420.11000 (Cash)		\$9.90			
150182	09/03/2025	Open			Utility Management Refund	REAL PROPERTY MANAGEMENT CENTRAL VALLEY	\$138.12		
		Account Type	Account Number	Description	Transaction Date	Transaction Type			
		Single Family Res Metered	T04186-009	MOVE OUT CREDIT	09/02/2025	Refund			
		Paying Fund			Cash Account		Amount		
		420 - WATER			420.11000 (Cash)		\$138.12		
150183	09/03/2025	Open			Utility Management Refund	REMUZGO MATA, ERIKA	\$185.64		
		Account Type	Account Number	Description	Transaction Date	Transaction Type			
		Single Family Res Metered	135992-004	MOVE OUT CREDIT	09/02/2025	Refund			
		Paying Fund			Cash Account		Amount		
		420 - WATER			420.11000 (Cash)		\$185.64		
150184	09/03/2025	Open			Utility Management Refund	SAUCEDO SOTO, MODESTA	\$120.19		
		Account Type	Account Number	Description	Transaction Date	Transaction Type			
		Single Family Res Metered	30724-006	MOVE OUT CREDIT	09/02/2025	Refund			
		Paying Fund			Cash Account		Amount		
		420 - WATER			420.11000 (Cash)		\$120.19		
150185	09/03/2025	Open			Utility Management Refund	SCHMIDT, SHAWN	\$174.37		
		Account Type	Account Number	Description	Transaction Date	Transaction Type			
		Single Family Res Metered	T00004-008	MOVE OUT CREDIT	09/02/2025	Refund			
		Paying Fund			Cash Account		Amount		
		420 - WATER			420.11000 (Cash)		\$174.37		
150186	09/03/2025	Open			Utility Management Refund	TORRES, JENNIFER	\$93.77		
		Account Type	Account Number	Description	Transaction Date	Transaction Type			
		Single Family Res Metered	001538-003	MOVE OUT CREDIT	09/02/2025	Refund			
		Paying Fund			Cash Account		Amount		
		420 - WATER			420.11000 (Cash)		\$93.77		
150187	09/03/2025	Open			Utility Management Refund	VALLEYWIDE PROPERTY MANAGEMENT	\$311.29		
		Account Type	Account Number	Description	Transaction Date	Transaction Type			
		Single Family Res Metered	34657-011	MOVE OUT CREDIT	09/02/2025	Refund			
		Paying Fund			Cash Account		Amount		
		420 - WATER			420.11000 (Cash)		\$311.29		
150188	09/03/2025	Open			Utility Management Refund	WILLIAMS, DAVID	\$63.32		
		Account Type	Account Number	Description	Transaction Date	Transaction Type			
		Single Family Res Metered	617423-001	MOVE OUT CREDIT	09/02/2025	Refund			
		Paying Fund			Cash Account		Amount		
		119 - American Rescue Plan Act			119.11000 (Cash)		\$4.80		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150189	420 - WATER			420.11000 (Cash)			\$58.52		
	09/04/2025	Open			Accounts Payable	ABS DIRECT INC	\$18,178.54		
	Invoice		Date	Description			Amount		
	140472		08/15/2025	UT STATEMENTS - 08/10/25			\$17,577.99		
	140473		08/15/2025	UT DELINQ - AUGUST 2025			\$600.55		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6,059.52		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$6,059.52		
	420 - WATER			420.11000 (Cash)			\$6,059.50		
	09/04/2025	Open			Accounts Payable	AMERICAN MESSAGING	\$16.78		
150190	Invoice		Date	Description			Amount		
	R1061876ZI		09/01/2025	Acct #R1-061876 - Fire Department			\$16.78		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$16.78		
150191	09/04/2025	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$1,003.54		
	Invoice		Date	Description			Amount		
	LPM-25-001481		07/31/2025	Loan Service Provider FY 2025-26			\$1,003.54		
	Paying Fund			Cash Account			Amount		
150192	255 - CDBG			255.11000 (Cash)			\$1,003.54		
	09/04/2025	Open			Accounts Payable	ANDREW MIKKELSEN DBA CALSCADA LLC	\$14,575.00		
	Invoice		Date	Description			Amount		
	1145		08/26/2025	SRWA - SCADA Services 8.20.25			\$1,100.00		
	1140		07/11/2025	SCADA SERVICES			\$9,625.00		
	1143		08/11/2025	SCADA SERVICES			\$3,850.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$9,625.00		
	420 - WATER			420.11000 (Cash)			\$3,850.00		
	950 - SRWA - JPA			950.11000 (Cash)			\$1,100.00		
150193	09/04/2025	Open			Accounts Payable	Applied Technology Group, Inc.	\$2,952.32		
	Invoice		Date	Description			Amount		
	S-INV105641		08/06/2025	WELL SITE RADIO			\$2,952.32		
	Paying Fund			Cash Account			Amount		
150194	420 - WATER			420.11000 (Cash)			\$2,952.32		
	09/04/2025	Open			Accounts Payable	AT&T MOBILITY	\$2,735.69		
	Invoice		Date	Description			Amount		
	X08272025		08/19/2025	POLICE JUL 20 - AUG 19 2025			\$2,735.69		
150195	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,735.69		
	09/04/2025	Open			Accounts Payable	BAY AREA CONSULTANTS INC	\$14,450.35		
	Invoice		Date	Description			Amount		
	E08607		07/22/2025	23-027 Certified Coating Inspection Services			\$14,450.35		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$14,450.35		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150196	09/04/2025	Open			Accounts Payable	BAY CITY BOILER AND ENGINEERING CO., INC.	\$4,573.24		
	Invoice		Date		Description		Amount		
	38576		08/08/2025		HOT WATER BOILER REPAIRS AND PREVENTATIVE MAINTENANCE SERVICES		\$787.50		
	38527		08/06/2025		HOT WATER BOILER REPAIRS AND PREVENTATIVE MAINTENANCE SERVICES		\$3,785.74		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,573.24		
150197	09/04/2025	Open			Accounts Payable	BELLA LUCI CANDLES LLC DBA THE PINK DUCK ART GALLE	\$1,750.00		
	Invoice		Date		Description		Amount		
	1st Payment-TBD		08/19/2025		1st Payment-Bella Lucy LLC DBA The Pink Duck- Buss. Dev. Program		\$1,750.00		
	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$1,750.00		
150198	09/04/2025	Open			Accounts Payable	Big Jay's Tires Inc DBA Jay's Tires	\$149.95		
	Invoice		Date		Description		Amount		
	1-18076		08/22/2025		1.00 . COMPUTER 4X4 ALIGNMENT		\$149.95		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$149.95		
150199	09/04/2025	Open			Accounts Payable	BLUETRITON BRANDS INC	\$68.69		
	Invoice		Date		Description		Amount		
	15h0033242330		08/08/2025		5 GALLON DRINKING WATER AND CUPS FOR 701 S. WALNUT		\$68.69		
	Paying Fund				Cash Account		Amount		
	505 - Fleet				505.11000 (Cash)		\$68.69		
150200	09/04/2025	Open			Accounts Payable	CALIFORNIA MILITARY DEPARTMENT	\$1,003.10		
	Invoice		Date		Description		Amount		
	FY 24-25-244		06/30/2025		DINING FACILITY USE - SWAT UPDATE COURSE - SAN LUIS OBISPO - TPD		\$1,003.10		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,003.10		
150201	09/04/2025	Open			Accounts Payable	California Transit Association	\$625.00		
	Invoice		Date		Description		Amount		
	17651		09/02/2025		CTA Fall 2025 Conference & Expo Registration		\$625.00		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$625.00		
150202	09/04/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$597.15		
	Invoice		Date		Description		Amount		
	5287311003		08/19/2025		First Aid & Safety Supplies Management		\$375.14		
	5287311004		08/19/2025		First Aid & Safety Supplies Management		\$151.49		
	5288758811		08/26/2025		First Aid & Safety Supplies Management		\$70.52		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$597.15		

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150203	09/04/2025	Open			Accounts Payable	CivicPlus LLC	\$7,547.40		
	Invoice		Date	Description			Amount		
	337983		07/01/2025	Standard Renewal 7/1/25-6/30/26			\$7,547.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$7,547.40		
150204	09/04/2025	Open			Accounts Payable	Crash Data Group Inc	\$1,500.00		
	Invoice		Date	Description			Amount		
	14159		08/22/2025	ANNUAL BOSCH CDR SOFTWARE SUBSCRIPTION			\$1,500.00		
				8/8/25 - 8/8/26					
	Paying Fund			Cash Account			Amount		
	206 - Traffic Safety			206.11000 (Cash)			\$1,500.00		
150205	09/04/2025	Open			Accounts Payable	CRESCENT SURPLUS INC	\$900.49		
	Invoice		Date	Description			Amount		
	074496		08/21/2025	UNIFORM - AUGUSTIN MORENO			\$900.49		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$900.49		
150206	09/04/2025	Open			Accounts Payable	DOCUSCRIPT, LLC	\$665.08		
	Invoice		Date	Description			Amount		
	2912		08/04/2025	TRANSCRIPTION SERVICES FOR JULY 2025			\$665.08		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$665.08		
150207	09/04/2025	Open			Accounts Payable	DON PEDRO PUMP INC	\$30,343.36		
	Invoice		Date	Description			Amount		
	31560		07/31/2025	PUMP REPAIRS PEDRETTI PARK IRRIGATION			\$28,011.76		
				WELL PUMP STATION					
	31367		07/25/2025	PUMP REPAIRS SERVICE CALL W15			\$2,331.60		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$28,011.76		
	420 - WATER			420.11000 (Cash)			\$2,331.60		
150208	09/04/2025	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$1,695.03		
	Invoice		Date	Description			Amount		
	S6506523.001		07/31/2025	MATERIAL FOR DIGESTER 5			\$147.25		
	S6518863.002		08/15/2025	BLK JOBSITE MARKER			\$2.24		
	S6509567.001		08/05/2025	OLDCAST NO9RB LID BLANK			\$55.75		
	S6502694.001		07/28/2025	OCAL COND			\$608.72		
	S6506553.001		08/01/2025	CREDIT MEMO FOR S6506553.001			(\$287.11)		
	S6522263.001		08/20/2025	OLDCAST N09- ELECTRICAL BOX / PVC / PVC			\$283.03		
				GRAY CEMENT					
	S6523851.001		08/21/2025	MILW 3670-20 M18 GRINDER TRUCK # 625			\$303.06		
	S6524055.001		08/21/2025	Open purchase order for miscellaneous electrical supplies			\$32.62		
	S6522239.002		08/21/2025	ELECTRICAL TESTER TO REPLACE FACILITY ONE			\$443.86		
	S6522239.001		08/20/2025	REPLACE DAMAGED EQUIPMET			\$105.61		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$338.78		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,356.25		

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150209	09/04/2025	Open			Accounts Payable	EMMANUEL VALDOVINOS PEREZ DBA LIMITLESS GRAPHICS	\$335.89		
	Invoice		Date	Description		Amount			
	INV-000879		08/13/2025	MOTORCYCLE WINGS ON WHEELS DECAL		\$335.89			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$335.89			
150210	09/04/2025	Open			Accounts Payable	EQUIFAX	\$14.49		
	Invoice		Date	Description		Amount			
	2067101439		08/17/2025	PD BACKGROUNDS		\$14.49			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$14.49			
150211	09/04/2025	Open			Accounts Payable	FASTENAL COMPANY INC	\$844.16		
	Invoice		Date	Description		Amount			
	CATUR198209		06/18/2025	16 OZ WMELON PACKET		\$216.16			
	catur198210		06/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$612.78			
	CATUR199324		08/19/2025	ZIP TIES, HOSE CLAMPS		\$15.22			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$844.16			
150212	09/04/2025	Open			Accounts Payable	FEDERAL EXPRESS	\$114.69		
	Invoice		Date	Description		Amount			
	8-972-33504		08/29/2025	SHIPPING CHARGES FOR 8/29/25		\$114.69			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$99.47			
	420 - WATER			420.11000 (Cash)		\$15.22			
150213	09/04/2025	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$103.88		
	Invoice		Date	Description		Amount			
	2855141		08/08/2025	POT PHOSPHATE MONO CR ACS - LAB SUPPLIES		\$103.88			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$103.88			
150214	09/04/2025	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$1,677.80		
	Invoice		Date	Description		Amount			
	L5G1529		07/15/2025	EPA BIOSOLIDS LIST		\$658.40			
	L5G2803		07/28/2025	WEEKLY WASTEWATER SAMPLING AMMONIA		\$40.70			
	L5G1528		07/15/2025	SLUDGE SAMPLING		\$165.00			
	L5H0508		08/05/2025	BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N		\$66.00			
	L5H0516		08/05/2025	WATER CHARACTERIZATION MONITORING		\$47.00			
	L5G2203		07/22/2025	WEEKLY WASTEWATER SAMPLING AMMONIA		\$40.70			
	L5G2921		07/29/2025	EPA BIOSOLIDS LIST		\$660.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,677.80			
150215	09/04/2025	Open			Accounts Payable	GILLIG LLC	\$8,095.25		
	Invoice		Date	Description		Amount			
	41325736		08/27/2025	82-42443-000 2 EA SEAL, WHEEL		\$1,452.76			
	41327845		08/27/2025	82-42443-000 8 EA SEAL, WHEEL		\$874.22			
	41327846		08/27/2025	82-42004-000 1 EA KIT, 11IN SEAT TRACK		\$170.25			
	41328819		08/27/2025	82-42444-000 1 EA ROTOR		\$297.77			
	41330827		08/27/2025	1 82-60186-000 12 EA ELEMENT, FILTER		\$516.18			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	41332334		08/27/2025	82-45694-000	1 EA CALIPER ASSY		\$1,702.40		
	41332335		08/27/2025	82-44330-000	1 EA CALIPER ASSY		\$1,702.40		
	41333785		08/27/2025	20-38155-007	1 EA HINGE,PIANO CNG FUEL		\$65.29		
				FILL ACCE					
	41333948		08/27/2025	04-56340-000	2 EA VALVE, RELAY R-14		\$328.62		
	41336628		08/27/2025	82-35758-000	2 EA SENSOR, ABS 08/01/25		\$170.88		
				157.32 P					
	41342069		08/27/2025	51-33469-212	1 EA CAMERA, EXT, ANALOG,		\$317.42		
				85FOV (4					
	41343701		08/27/2025	82-42004-000	2 EA KIT, 11IN SEAT TRACK		\$340.49		
	41343702		08/27/2025	46-08B1070-0215	1 EA HOSE ASM,FC300		\$156.57		
				8X21.5 IN					
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$8,095.25		
150216	09/04/2025	Open			Accounts Payable	GPS VEHICLE TRACKING SOLUTIONS: DBA INTEGRITY , SURVEILLANCE GROUP	\$499.00		
	Invoice		Date	Description			Amount		
	18606		08/19/2025	YEARLY TRACKER RENEWAL FOR GPS TRACKERS			\$499.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$499.00		
150217	09/04/2025	Open			Accounts Payable	GRAINGER INC, W W	\$7,383.51		
	Invoice		Date	Description			Amount		
	9604763673		08/12/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			\$12.57		
	9596461492		08/05/2025	BIO TOWER			\$20.39		
	9600329214		08/08/2025	PUMP CONTROLLER			\$1,301.29		
	9618295852		08/21/2025	UNDERBODY TRUCK BOX,48 IN. W,18 IN. D			\$707.64		
	9550235288		06/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			\$75.28		
	9555002550		06/26/2025	FUSE CLASS L, 601 A KLU SERIES			\$2,487.42		
	9614737519		08/20/2025	SRWA Supplies - Landscape Rakes (drying beds)			\$290.13		
	9615401594		08/20/2025	FABRIC GLUE / AXIAL FAN/ CORD SET/			\$134.75		
	9604952854		08/12/2025	COLD CHISLE / HEXKEYST			\$127.56		
	9608414893		08/15/2025	WQC SUPPLIES			\$2,226.48		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$6,238.42		
	416 - Recycled Water Sales			416.11000 (Cash)			\$134.75		
	450 - SRWA - Operations			450.11000 (Cash)			\$290.13		
	505 - Fleet			505.11000 (Cash)			\$720.21		
150218	09/04/2025	Open			Accounts Payable	HILMAR LUMBER INC	\$1,996.46		
	Invoice		Date	Description			Amount		
	741052		08/22/2025	STEEL FLAT/ BOLT U			\$231.51		
	741378		08/25/2025	TAP & DRBT COUPLE & STOP MALE ADAPTER			\$15.68		
	740807		08/21/2025	WQC SUPPLIES			\$256.89		
	740587		08/20/2025	WQC SUPPLIES			\$1,492.38		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$231.51		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,764.95		

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150219	09/04/2025	Open			Accounts Payable	HOWK WELL & EQUIPMENT CO dba HOWK SYSTEMS INC	\$206,699.86		
	Invoice		Date	Description		Amount			
	PP1/CP 23-046		07/31/2025	23-046 Well 29 Chlorination -7/31/25		\$72,887.23			
	PP2/CP 23-046		08/29/2025	23-046 Well 29 Chlorination -8/31/25		\$133,812.63			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$206,699.86			
150220	09/04/2025	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$542.22		
	Invoice		Date	Description		Amount			
	38675949		08/14/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$542.22			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$542.22			
150221	09/04/2025	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$13,252.25		
	Invoice		Date	Description		Amount			
	193158		07/22/2025	LED IISNS SIGNS - E MONTE VISTA/UNIVERSITY DOUBLE STACKED W/LOGO		\$13,252.25			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$13,252.25			
150222	09/04/2025	Open			Accounts Payable	JARVIS FAY LLP	\$5,651.00		
	Invoice		Date	Description		Amount			
	20628		07/31/2025	SPECIAL COUNSEL SERVICES Sidewalk Repairs July 2025		\$3,841.50			
	20629		07/31/2025	SPECIAL COUNSEL SERVICES CFD No. 3 July 2025		\$1,809.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,651.00			
150223	09/04/2025	Open			Accounts Payable	JESSICA'S HOUSE	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		08/19/2025	Buss Dev Program-Jessicas House		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
150224	09/04/2025	Open			Accounts Payable	Kosmont & Associates, Inc. dba Kosmont Companies	\$2,321.80		
	Invoice		Date	Description		Amount			
	2409.6-007		08/19/2025	Economic Development Strategic Plan-24/25		\$2,321.80			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$2,321.80			
150225	09/04/2025	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	\$9,612.80		
	Invoice		Date	Description		Amount			
	1102516893		08/19/2025	SRWA SUPPLY AND DELIVERY OF Hydrated Lime 8.19.25		\$9,612.80			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$9,612.80			
150226	09/04/2025	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$84.00		
	Invoice		Date	Description		Amount			
	SIP-E219200		08/21/2025	AUGUST 2025 CELL DATA SERVICES ATT/SAT DATA SERVICES SKYWAVEIDP		\$84.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	416 - Recycled Water Sales				416.11000 (Cash)		\$84.00		
150227	09/04/2025	Open			Accounts Payable	Magnet Forensics, LLC	\$12,410.00		
	Invoice		Date		Description		Amount		
	SIN084690		08/27/2025		Annual Subscription Sept 03, 2025 - Sept 02, 2026		\$12,410.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$12,410.00		
150228	09/04/2025	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$50,094.60		
	Invoice		Date		Description		Amount		
	56672		07/31/2025		23-052 Design Task Order 2 Roads-Geer Rd. CIP July 2025		\$50,094.60		
	Paying Fund				Cash Account		Amount		
	115 - Measure A - Roads				115.11000 (Cash)		\$50,094.60		
150229	09/04/2025	Open			Accounts Payable	Matrix Design Group, Inc.	\$1,855.00		
	Invoice		Date		Description		Amount		
	0000047722		08/27/2025		Professional Services through 7/31/25		\$1,855.00		
	Paying Fund				Cash Account		Amount		
	301 - Capital Improvements				301.11000 (Cash)		\$1,855.00		
150230	09/04/2025	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$721.89		
	Invoice		Date		Description		Amount		
	CA-1500985949		08/07/2025		COMPACTOR WASHER		\$721.89		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$721.89		
150231	09/04/2025	Open			Accounts Payable	MUNISERVICES LLC	\$518.03		
	Invoice		Date		Description		Amount		
	INV06-021564		06/30/2025		SUTA Services for Tax Qtr ending 3/31/25 (District Tax)		\$487.27		
	INV06-021565		06/30/2025		SUTA Services for Tax Qtr ending 3/31/25		\$30.76		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$30.76		
	118 - Measure A				118.11000 (Cash)		\$487.27		
150232	09/04/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$3,807.24		
	Invoice		Date		Description		Amount		
	843650		08/20/2025		TTDC5 NON dust cap ()		\$81.08		
	843668		08/21/2025		48880982 NB BRAKE ROTOR ()		\$391.25		
	843676		08/21/2025		BP9008NVV2-N LMP PREMIUM CAPSULES (450)		\$42.28		
	843686		08/21/2025		APP104 ASP SPARK PLUG		\$115.75		
	843699		08/21/2025		APP103 ASP SPARK PLUG		\$148.34		
	843704		08/21/2025		15930 ATP PLATINUM FILTER KIT ()		\$18.60		
	843706		08/21/2025		604252 NOE AIR DOOR ACTUATOR		\$23.03		
	843721		08/21/2025		87-2010 GRO WIRE () -1.00 44.54 21.16 21.16 C T This it		(\$48.94)		
	843740		08/21/2025		27060MP SFI ENGINE OIL FILTER ()		\$21.73		
	843759		08/21/2025		7031699 THM RADIATOR CAP		\$6.51		
	843765		08/21/2025		8215235 BK IND LOCK		\$162.03		
	843784		08/22/2025		EL123APB2 BK 3V LITHIUM BATTERY ()		\$19.40		
	843800		08/21/2025		213-3109 RAY REMAN ALTERNATOR ()		\$110.67		
	843805		08/22/2025		103-6389-S NON mower blade ()		\$625.68		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	843826		08/21/2025	8215213 BK IND JACK			\$88.94		
	843834		08/21/2025	41168 AC SPARK PLUG			\$82.29		
	843838		08/22/2025	878002 GRO WIRE			\$44.37		
	843842		08/21/2025	IC848 ECH IGNITION COIL ()			\$573.11		
	843861		08/25/2025	42200 TFW WATER PUMP ()			\$200.15		
	843862		08/21/2025	703-1711 THM RADIATOR CAP ()			\$9.25		
	843863		08/25/2025	EL123APB2 BK 3V LITHIUM BATTERY ()			(\$85.71)		
	843771		08/21/2025	70283 GAT 8MXTXREEL ()			\$51.35		
	843908		08/25/2025	7-09397 SME AIR FILTER ()			\$7.08		
	843916		08/25/2025	90666 NTH ADAPTER (630)			\$6.78		
	843918		08/25/2025	1468 X 8 X 4 WH FITTING ()			\$9.57		
	843671		08/21/2025	1748XD FIL OIL FILTER			\$1,102.65		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$3,807.24		
150233	09/04/2025	Open			Accounts Payable	Operational Technical Services, LLC	\$11,508.00		
	Invoice		Date	Description			Amount		
	5098		08/17/2025	SRWA - Senior Operator MC 8.11.25 - 8.17.25			\$11,508.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$11,508.00		
150234	09/04/2025	Open			Accounts Payable	OREILLY AUTO PARTS	\$345.86		
	Invoice		Date	Description			Amount		
	2800-173216		08/20/2025	MON 372730 QUICK-STRUT			(\$227.97)		
	2800-173661		08/22/2025	MHT 431384 COMPLETE RAD	LT		\$190.90		
				EA					
	2800-173713		08/21/2025	WIX 58369 A/T FILTER			\$35.85		
	2800-173762		08/22/2025	2 STD UF742 COP COIL			\$255.27		
	2800-174592		08/25/2025	MTC US8918 WATER PUMP			\$91.81		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$345.86		
150235	09/04/2025	Open			Accounts Payable	P G & E	\$8.11		
	Invoice		Date	Description			Amount		
	REC 8/22/25		08/22/2025	2749172768-4 / 144 S Broadway			\$8.11		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$8.11		
150236	09/04/2025	Open			Accounts Payable	PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP	\$405.00		
	Invoice		Date	Description			Amount		
	7369		07/31/2025	SR01, 24-004 WQC Admin Building Reroof-7/31/25			\$405.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$405.00		
150237	09/04/2025	Open			Accounts Payable	Raftelis Financial Consultants, Inc., dba Raftelis	\$7,062.50		
	Invoice		Date	Description			Amount		
	40969		08/13/2025	Activity 3 - Business Process Analysis Second Installment			\$7,062.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$7,062.50		

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150238	09/04/2025	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$825.00		
	Invoice		Date	Description		Amount			
	252645		08/25/2025	tra19-1064 tow bill		\$825.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$825.00			
150239	09/04/2025	Open			Accounts Payable	Rexel USA, Inc.	\$1,842.99		
	Invoice		Date	Description		Amount			
	S142968966.001		07/21/2025	FLU FLUKE-789 PROCESSMETER		\$1,634.13			
	S142847014.001		07/03/2025	AB-700-FSM7UU23 DIN RAIL MOUNT TIMING RELAY		\$208.86			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,634.13			
	416 - Recycled Water Sales			416.11000 (Cash)		\$208.86			
150240	09/04/2025	Open			Accounts Payable	Rexel USA, Inc.	\$739.39		
	Invoice		Date	Description		Amount			
	6M38235		08/05/2025	WATER WELL #38 ENTRANCE MOTORISED GATE		\$19.55			
	6L98097		07/25/2025	NEW OPERATOR FUSE & SPARE		\$272.52			
	6L15978		07/15/2025	XHHW-10 BLACK STR CU 500FT		\$145.79			
	6L17487		07/15/2025	FLU 62-MAX IP54 THERMOMETER / SWC 6FT DISPOSAL		\$17.14			
	6K45774		07/03/2025	LEV CS120 / LEV CS115		\$209.59			
	6025837		08/25/2025	BRA M21-187-C-342 / MIL 2161-21 USB 1100 L FLASHL		\$74.80			
	Paying Fund			SRWA supplies - Electrical GFI Receptacles		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$272.52			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$372.52			
	420 - WATER			420.11000 (Cash)		\$19.55			
	450 - SRWA - Operations			450.11000 (Cash)		\$74.80			
150241	09/04/2025	Open			Accounts Payable	RUTAN & TUCKER, LLP	\$2,736.00		
	Invoice		Date	Description		Amount			
	1037587		07/31/2025	SPECIAL COUNSEL SERVICES Construction Dispute July 2025		\$2,736.00			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$2,736.00			
150242	09/04/2025	Open			Accounts Payable	SCI Consulting Group	\$1,800.00		
	Invoice		Date	Description		Amount			
	SBS12034		06/30/2025	Compliance Audit June 2025 - Fire House		\$1,800.00			
	Paying Fund			Cash Account		Amount			
	117 - Cannabis			117.11000 (Cash)		\$1,800.00			
150243	09/04/2025	Open			Accounts Payable	SOFTWAREONE INC	\$6,744.15		
	Invoice		Date	Description		Amount			
	US-PSI-1545523		06/30/2025	Microsoft Licenses True-up 2024		\$6,744.15			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$6,744.15			
150244	09/04/2025	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$21,065.00		
	Invoice		Date	Description		Amount			
	23044591		08/13/2025	FULKERTH & DIANE		\$5,300.00			

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150245	23044592		08/22/2025	GEER AND REGIS			\$15,765.00		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$21,065.00		
	09/04/2025	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$112.99		
150246	Invoice		Date	Description			Amount		
	SI122713		08/25/2025	DBM-1150-KL-0304 Havis, Dual Ball Mount w/ 1.5"			\$112.99		
	Paying Fund			Knob-Style Long			Amount		
	505 - Fleet			505.11000 (Cash)			\$112.99		
150247	09/04/2025	Open			Accounts Payable	SUNNY GROVE PRESCHOOL AND CHILDCARE WALNUT CORP	\$1,750.00		
	Invoice		Date	Description			Amount		
	1st Payment-TBD		08/19/2025	1st Payment- Sunny Grove Preschool-Buss. Dev. Program			\$1,750.00		
	Paying Fund			Cash Account			Amount		
150248	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	09/04/2025	Open			Accounts Payable	TELCION COMMUNICATION GRP	\$1,200.00		
	Invoice		Date	Description			Amount		
	41502		08/26/2025	EMERGENCY SERVICE T&M REPLACE PROBLEMATIC SWITCH WITH SPARE			\$1,200.00		
150249	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,200.00		
	09/04/2025	Open			Accounts Payable	The Honey Do Guy	\$398.30		
	Invoice		Date	Description			Amount		
150250	568		08/27/2025	Repairs: 570 Jason Drive			\$398.30		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$398.30		
	09/04/2025	Open			Accounts Payable	THree 21 LLC dba Pacific Timesheet	\$3,240.00		
150251	Invoice		Date	Description			Amount		
	2100721		07/27/2025	Pacific Timesheet Annual Cloud Service 2025-2026			\$3,240.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,592.00		
150252	426 - Transit			426.11000 (Cash)			\$648.00		
	09/04/2025	Open			Accounts Payable	TRITECH SOFTWARE SYSTEMS	\$154,560.98		
	Invoice		Date	Description			Amount		
	440296		07/01/2025	MAINTENANCE AGREEMENT 7/14/25-7/13/26			\$154,560.98		
150253	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			\$154,560.98		
	09/04/2025	Open			Accounts Payable	TURLOCK CITY TOW INC	\$92.34		
	Invoice		Date	Description			Amount		
150254	139241		06/18/2025	UNIT 1417 - FLAT TIRE			\$46.17		
	138254		06/11/2025	PATROL CAR 1473 - FLAT TIRE			\$46.17		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$92.34		
150255	09/04/2025	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$26,021.50		
	Invoice		Date	Description			Amount		
	07-2025		07/31/2025	July street sweeping			\$26,021.50		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150253	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$22,898.92			
	246 - Landscape Assessment			246.11000 (Cash)		\$3,122.58			
	09/04/2025	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$455.00		
	Invoice			Date	Description	Amount			
150254	2323253		07/10/2025		A042182 & A041973	\$455.00			
	Paying Fund			Cash Account		Amount			
	266 - Police Services Grants			266.11000 (Cash)		\$455.00			
	09/04/2025	Open			Accounts Payable	TURLOCK TRUCK STUFF LLC	\$1,750.00		
	Invoice			Date	Description	Amount			
150255	2nd Payment TBD		08/19/2025		2nd Payment-Turlock Truck Stuff LLC-Buss Dev Program	\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
	09/04/2025	Open			Accounts Payable	United Circuit Breakers Inc.	\$4,507.94		
	Invoice			Date	Description	Amount			
150256	63876		05/19/2025		REPLACE 600AMP 480VOLT 3PHASE BRKR FOR BLOWER4 AREATION BASIN1-7	\$4,507.94			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,507.94			
	09/04/2025	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$487.35		
	Invoice			Date	Description	Amount			
150257	PP5/CP 23-031		08/26/2025		23-031 Construction Roads CIP BP1 FINAL	\$487.35			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$487.35			
	09/04/2025	Open			Accounts Payable	UNITED RENTAL INC	\$842.84		
	Invoice			Date	Description	Amount			
150258	251948760-001		08/19/2025		SHIPPING & RECEIVING GENERAL SUPPLIES	\$421.42			
	251617855-001		08/12/2025		SHIPPING & RECEIVING GENERAL SUPPLIES	\$421.42			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$842.84			
	09/04/2025	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$32,374.50		
150259	Invoice			Date	Description	Amount			
	53242193		08/12/2025		SODIUM HYPOCHLORITE	\$16,269.27			
	53251986		08/15/2025		SODIUM HYPOCHLORITE	\$16,105.23			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$32,374.50			
150259	09/04/2025	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,280.20		
	Invoice			Date	Description	Amount			
	0128444250901		09/01/2025		Acct #128444 - Public Safety internet service	\$917.60			
	0131803250901		09/01/2025		Acct #131803 - Transit Center telephone	\$362.60			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$917.60			
	426 - Transit			426.11000 (Cash)		\$362.60			

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From Payment Date: 8/29/2025 - To Payment Date: 9/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150260	09/04/2025	Open			Accounts Payable	VALLEY BALANCING & AUTO	\$3,670.96		
	Invoice		Date	Description		Amount			
	136006		08/25/2025	driveline		\$917.74			
	135986		08/25/2025	driveline		\$917.74			
	135929		08/25/2025	driveline		\$917.74			
	135773		08/25/2025	driveline		\$917.74			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$3,670.96			
150261	09/04/2025	Open			Accounts Payable	Veritone, Inc.	\$8,200.00		
	Invoice		Date	Description		Amount			
	993348		08/11/2025	VERITONE LICENSE 8/1/25 - 7/31/26		\$8,200.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$8,200.00			
150262	09/04/2025	Open			Accounts Payable	VERIZON WIRELESS	\$4,475.81		
	Invoice		Date	Description		Amount			
	6120181004		08/03/2025	POLICE JUL 04 - AUG 08 2025		\$3,912.61			
	6121357436		08/18/2025	642482150-00001 UT WellSites SIM Card Use Jul 19- Aug 18 2025		\$563.20			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,912.61			
	420 - WATER			420.11000 (Cash)		\$563.20			
150263	09/04/2025	Open			Accounts Payable	VWR INTERNATIONAL INC	\$630.19		
	Invoice		Date	Description		Amount			
	8819691943		08/11/2025	DROPPER GLASSRUBBER STOPPER CS6 / BDH BUFFER REF		\$340.49			
	8819691944		08/11/2025	BDH POTASS IODIDE CRYST SULFURIC ACID		\$289.70			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$630.19			
150264	09/04/2025	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$9,486.00		
	Invoice		Date	Description		Amount			
	00339.14-12		06/30/2025	NPDES Permit Compliance Services THROUGH 06/30/2025		\$9,486.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$9,486.00			
150265	09/04/2025	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$651.90		
	Invoice		Date	Description		Amount			
	September 2025 A		08/20/2025	Mobile Rent Subsidy Program FY 2025-26- August 2025		\$651.90			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$651.90			
150266	09/04/2025	Open			Accounts Payable	ANTHIENY, DONNA	\$286.00		
	Invoice		Date	Description		Amount			
	TR 5175 PER DIEM		08/21/2025	WSPCA CONF., 9/22/25-9/25/25, RENO		\$286.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$286.00			
150267	09/04/2025	Open			Accounts Payable	ARMOR ROOFING	\$285.97		
	Invoice		Date	Description		Amount			
	BP 25-0726		07/30/2025	PARTIAL REFUND OF BP#25-0726		\$285.97			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$282.17		
	301 - Capital Improvements				301.11000 (Cash)		\$3.80		
150268	09/04/2025	Open			Accounts Payable	CONRAD, BRETT	\$286.00		
	Invoice		Date		Description		Amount		
	TR 5175 PER DIEM		08/21/2025		WSPCA CONF., 9/22/25-9/25/25, RENO		\$286.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$286.00		
150269	09/04/2025	Open			Accounts Payable	DIAZ, MARCO	\$286.00		
	Invoice		Date		Description		Amount		
	TR 5175 PER DIEM		08/21/2025		WSPCA CONF., 9/22/25-9/25/25, RENO		\$286.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$286.00		
150270	09/04/2025	Open			Accounts Payable	HARRIS BUILDERS, INC.	\$3,291.45		
	Invoice		Date		Description		Amount		
	METER #13614313		08/22/2025		HYDRANT METER #13614313 REFUND		\$3,291.45		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,495.00		
	420 - WATER				420.11000 (Cash)		(\$203.55)		
150271	09/04/2025	Open			Accounts Payable	HOLEMAN, RUSSELL	\$384.00		
	Invoice		Date		Description		Amount		
	TR 5182 PER DIEM		08/20/2025		FBI-LEEDA COMMAND LEADERSHIP, 9/21/25-9/27/25, SAN BERNARDINO		\$384.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$384.00		
150272	09/04/2025	Open			Accounts Payable	LAWLER EXCAVATION	\$3,433.03		
	Invoice		Date		Description		Amount		
	METER #00443891		08/22/2025		HYDRANT METER #00443891 REFUND		\$3,433.03		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,495.00		
	420 - WATER				420.11000 (Cash)		(\$61.97)		
150273	09/04/2025	Open			Accounts Payable	LOPEZ, MARTIN	\$200.00		
	Invoice		Date		Description		Amount		
	R25-008087		08/28/2025		A/C REFUND		\$200.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$200.00		
150274	09/04/2025	Open			Accounts Payable	MALDONADO, AARON	\$424.00		
	Invoice		Date		Description		Amount		
	08/01/2025		08/01/2025		TCEA EMPLOYEE EDUCATIONAL INCENTIVE PROGRAM		\$424.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$424.00		
150275	09/04/2025	Open			Accounts Payable	NACC CONSTRUCTION	\$6,728.82		
	Invoice		Date		Description		Amount		
	EP 24-160P		08/25/2025		EP 24-160P		\$6,728.82		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$6,490.60		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150276	216 - Streets - Local Transportation			216.11000 (Cash)			\$123.00		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$115.22		
	09/04/2025	Open			Accounts Payable	SARANG CORPORATION	\$1,917.90		
	Invoice		Date	Description		Amount			
	METER #14759391		08/22/2025	HYDRANT METER #14759391 REFUND			\$1,917.90		
150277	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,471.00			
	420 - WATER			420.11000 (Cash)		(\$553.10)			
	09/04/2025	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$3,288.38		
	Invoice		Date	Description		Amount			
150278	METER #14759393		08/22/2025	HYDRANT METER #14759393 REFUND			\$3,288.38		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,495.00			
	420 - WATER			420.11000 (Cash)		(\$206.62)			
	09/04/2025	Open			Accounts Payable	WEBB, JULIE	\$200.00		
150279	Invoice		Date	Description		Amount			
	R25-007967		08/28/2025	A/C REFUND			\$200.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$200.00			
	09/04/2025	Open			Accounts Payable	WSPCA	\$1,125.00		
	Invoice		Date	Description		Amount			
	TR 5175 TUITION		08/21/2025	WSPCA, 9/21/25-9/25/25, RENO-TUITION FOR BCONRAD MDIAZ DANTHIENY			\$1,125.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,125.00			

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	106	\$778,257.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	106	\$778,257.50	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	106	\$778,257.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

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From Payment Date: 8/29/2025 - To Payment Date: 9/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	106	\$778,257.50	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	106	\$778,257.50	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	106	\$778,257.50	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	106	\$778,257.50	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	106	\$778,257.50	\$0.00

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From Payment Date: 9/5/2025 - To Payment Date: 9/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
150280	09/08/2025	Open			Utility Management Refund	ASHLEY, RAGENEA	\$145.31		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		643335-001	CUSTOMER REQUEST	09/08/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$145.31			
150281	09/08/2025	Open			Utility Management Refund	GREGORIO, MELISSA	\$347.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		205737-003	MOVE OUT CREDIT	09/08/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$347.00			
150282	09/08/2025	Open			Utility Management Refund	WILLIAMS, SUSAN	\$318.16		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		227757-004	MOVE OUT CREDIT	09/08/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$318.16			
150283	09/11/2025	Open			Accounts Payable	A-Z BUS SALES INC	\$55.52		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	INVSAC37432		08/28/2025	3300411 SWITCH ACTUATOR-DOORS		\$55.52			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	505 - Fleet			505.11000 (Cash)		\$55.52			
150284	09/11/2025	Open			Accounts Payable	Air Instrumentation of California	\$1,285.85		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	0021093		06/30/2025	CO-04 carbon monoxide ppm		\$1,285.85			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$1,285.85			
150285	09/11/2025	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,384.40		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	INV8030		09/04/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$143.52			
	INV7930		08/28/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$341.32			
	INV7473		07/31/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$38.32			
	INV8028		09/04/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$861.24			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	505 - Fleet			505.11000 (Cash)		\$1,384.40			
150286	09/11/2025	Open			Accounts Payable	ALTEC INDUSTRIES, INC.	\$528.39		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	13163195		08/27/2025	035270015 VALVE; HYDRAULIC; PRESSURE CONTROL; HYDRAULIC OIL PIL		\$528.39			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	505 - Fleet			505.11000 (Cash)		\$528.39			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150287	09/11/2025	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$480.83		
	Invoice		Date	Description			Amount		
	00006371A		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		
150288	09/11/2025	Open			Accounts Payable	AMERICAN WATER WORKS ASSOCIATION	\$555.00		
	Invoice		Date	Description			Amount		
	SO249370		07/21/2025	SRWA - AWWA Membership - Alex Montez 3767312			\$111.00		
	SO249502		07/21/2025	SRWA - AWWA Membership - Eric Heaslett 3767317			\$111.00		
	SO249834		07/21/2025	SRWA - AWWA Membership - Matt Waggoner 3767313			\$111.00		
	SO249501		07/21/2025	SRWA - AWWA Membership - Richard Quaresma 3767315			\$111.00		
	SO249934		07/21/2025	SRWA - AWWA Membership - Tim Hartt 3767316			\$111.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$555.00		
150289	09/11/2025	Open			Accounts Payable	Animal Damage Management, Inc	\$8,505.00		
	Invoice		Date	Description			Amount		
	409736		07/31/2025	GOPHER CONTROL - JULY 2025			\$4,455.00		
	414150		08/25/2025	GOPHER CONTROL- AUGUST			\$4,050.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6,615.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,890.00		
150290	09/11/2025	Open			Accounts Payable	Aqua Source Inc.	\$9,385.20		
	Invoice		Date	Description			Amount		
	406102		08/04/2025	WATER TREATMENT PRODUCTS (POOL)			\$9,385.20		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$9,385.20		
150291	09/11/2025	Open			Accounts Payable	AT&T Corp	\$587.98		
	Invoice		Date	Description			Amount		
	858078401		08/10/2025	SRWA - JPA, Surface Water, Operations - Internet Access Aug 2025			\$587.98		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$587.98		
150292	09/11/2025	Open			Accounts Payable	AT&T MOBILITY	\$3,148.15		
	Invoice		Date	Description			Amount		
	4173X08272025		09/02/2025	WQC - AT&T Phone Services			\$1,194.08		
	5677X08272025		09/02/2025	Municipal Services - AT&T Phone Services			\$1,140.38		
	4412X08272025		08/19/2025	FIRE AIR CARDS - AUG 2025			\$813.69		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$813.69		
	205 - Sports Facilities			205.11000 (Cash)			\$87.46		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,600.58		
	420 - WATER			420.11000 (Cash)			\$534.96		
	450 - SRWA - Operations			450.11000 (Cash)			\$111.46		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150293	09/11/2025	Open			Accounts Payable	AT&T/SBC	\$66.05		
	Invoice		Date	Description		Amount			
	RELAY 9/1/25		09/01/2025	Acct# 248 134-2929 655 9/ California Relay Srvc TDD		\$4.30			
	FIRE 9/1/25		09/01/2025	Acct# 233 841-5391 333 1/ Fire Dept		\$61.75			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$66.05			
150294	09/11/2025	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$20,096.48		
	Invoice		Date	Description		Amount			
	757897		07/31/2025	Legal Services July 2025		\$20,096.48			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$20,096.48			
150295	09/11/2025	Open			Accounts Payable	B & V Commercial Cleaning, Inc	\$2,956.06		
	Invoice		Date	Description		Amount			
	3710		08/28/2025	SRWA - Janitorial Cleaning Service - Window Cleaning August 2025		\$461.00			
	3730		09/01/2025	SRWA - Janitorial Cleaning Service - August 2025		\$2,495.06			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$2,956.06			
150296	09/11/2025	Open			Accounts Payable	BERLA CORPORATION	\$3,250.00		
	Invoice		Date	Description		Amount			
	25-S03-0530		08/29/2025	DONGLE ID: 1327960139 RENEWAL 7/1/25-7/1/26		\$3,250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,250.00			
150297	09/11/2025	Open			Accounts Payable	BICSEC SECURITY INC	\$5,944.98		
	Invoice		Date	Description		Amount			
	231213		09/01/2025	SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING October 2025		\$266.25			
	229255		07/01/2025	CITY HALL; COMMERCIAL MONITORING: 8/01 - 8/31/2025		\$195.00			
	230111		07/01/2025	PSF BLDG- UL Cert. & Fire Inspections; 8/01- 8/31/2025		\$241.66			
	229247		07/01/2025	CNG BLDG FIRE MONITORING: 8/1 - 8/31/2025		\$138.25			
	229254		07/01/2025	CHLORINE BLDG- FIRE MONITORING; 8/01 - 8/31/2025		\$161.25			
	229256		07/01/2025	SWITCH GEAR FIRE MONITORING: 8/01 - 8/31/2025		\$120.00			
	229250		07/01/2025	FIRE STATION FIRE MONITORING: 8/01 - 8/31/2025		\$121.25			
	229216		07/01/2025	TRANSIT CENTER; FIRE MONITORING; 8/01 - 8/31/2025		\$186.25			
	229252		07/01/2025	TRANSIT CENTER; COMMERCIAL MONITORING; 8/01 - 8/31/2025		\$20.00			
	229848		07/01/2025	TRAINING FACILITY - U.L. Cert 8/1- 8/30/2025		\$20.00			
	229424		07/01/2025	ASSESSMENT BLDG; FIRE MONITORING: 8/01 - 8/31/2025		\$263.00			
	229423		07/01/2025	ASSESSMENT BLDG; COMMERCIAL MONITORING: 8/01 - 8/31/2025		\$36.00			
	229468		07/01/2025	FLEET; COMMERCIAL MONITORING: 8/01 - 8/31/2025		\$36.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
229490			07/01/2025			BUS SHOP; COMMERCIAL MONITORING: 8/01 - 8/31/2025	\$36.00		
229478			07/01/2025			PARKS, REC & PFM; COMMERCIAL MONITORING: 8/01 - 8/31/2025	\$36.00		
229473			07/01/2025			UTILITIES MAINT.; COMMERCIAL MONITORING: 8/1 - 8/31/2025	\$36.00		
229474			07/01/2025			PAINT SHOP; COMMERCIAL MONITORING: 8/01 - 8/31/2025	\$36.00		
229463			07/01/2025			PEDRETTI SHOP; COMMERCIAL MONITORING 8/1 - 8/31/2025	\$36.00		
230287			08/01/2025			CITY HALL; COMMERCIAL MONITORING: 9/01 - 9/30/2025	\$195.00		
231133			08/01/2025			PSF BLDG- UL Cert. & Fire Inspections; 9/1-9/30/2025	\$241.66		
230279			08/01/2025			CNG BLDG FIRE MONITORING: 9/1 - 9/30/2025	\$138.25		
230286			08/01/2025			CHLORINE BLDG- FIRE MONITORING; 9/01 - 9/30/2025	\$161.25		
230288			08/01/2025			SWITCH GEAR FIRE MONITORING: 9/01 - 9/30/2025	\$120.00		
230282			08/01/2025			FIRE STATION FIRE MONITORING: 9/01 - 9/30/2025	\$121.25		
230246			08/01/2025			TRANSIT CENTER; FIRE MONITORING; 9/01 - 9/30/2025	\$186.25		
230284			08/01/2025			TRANSIT CENTER; COMMERCIAL MONITORING; 9/01 - 9/30/2025	\$20.00		
230870			08/01/2025			TRAINING FACILITY - U.L. Cert 9/1- 9/30/2025	\$20.00		
230457			08/01/2025			ASSESSMENT BLDG; FIRE MONITORING: 9/01 - 9/30/2025	\$263.00		
230456			08/01/2025			ASSESSMENT BLDG; COMMERCIAL MONITORING: 9/01 - 9/30/2025	\$36.00		
230501			08/01/2025			FLEET; COMMERCIAL MONITORING: 9/01 - 9/30/2025	\$36.00		
230525			08/01/2025			BUS SHOP; COMMERCIAL MONITORING: 9/01 - 9/30/2025	\$36.00		
230511			08/01/2025			PARKS, REC & PFM; COMMERCIAL MONITORING: 9/01 - 9/30/2025	\$36.00		
230506			08/01/2025			UTILITIES MAINT.; COMMERCIAL MONITORING: 9/1 - 9/30/2025	\$36.00		
230507			08/01/2025			PAINT SHOP; COMMERCIAL MONITORING: 9/01 - 9/30/2025	\$36.00		
230496			08/01/2025			PEDRETTI SHOP; COMMERCIAL MONITORING 9/1 - 9/30/2025	\$36.00		
231271			09/01/2025			CITY HALL; COMMERCIAL MONITORING: 10/01 - 10/31/2025	\$195.00		
232122			09/01/2025			PSF BLDG- UL Cert. & Fire Inspections; 10/01- 10/31/2025	\$241.66		
231262			09/01/2025			CNG BLDG FIRE MONITORING: 10/1 - 10/31/2025	\$138.25		
231270			09/01/2025			CHLORINE BLDG- FIRE MONITORING; 10/01 - 10/31/2025	\$161.25		
231272			09/01/2025			SWITCH GEAR FIRE MONITORING: 10/01 - 10/31/2025	\$120.00		
231266			09/01/2025			FIRE STATION FIRE MONITORING: 10/01 - 10/31/2025	\$121.25		
231225			09/01/2025			TRANSIT CENTER; FIRE MONITORING; 10/01 - 10/31/2025	\$186.25		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	231268		09/01/2025		TRANSIT CENTER; COMMERCIAL MONITORING; 10/01 - 10/31/2025		\$20.00		
	231859		09/01/2025		TRAINING FACILITY - MISC. MONITORING 10/1- 12/31/2025		\$542.75		
	231440		09/01/2025		ASSESSMENT BLDG; COMMERCIAL MONITORING: 10/01 - 10/31/2025		\$263.00		
	231439		09/01/2025		ASSESSMENT BLDG; COMMERCIAL MONITORING: 10/01 - 10/31/2025		\$36.00		
	231496		09/01/2025		FLEET; COMMERCIAL MONITORING: 10/01 - 10/31/2025		\$36.00		
	231520		09/01/2025		BUS SHOP; COMMERCIAL MONITORING: 10/01 - 10/31/2025		\$36.00		
	231506		09/01/2025		PARKS, REC & PFM; COMMERCIAL MONITORING: 10/01 - 10/31/2025		\$36.00		
	231501		09/01/2025		UTILITIES MAINT.; COMMERCIAL MONITORING: 10/1 - 10/31/2025		\$36.00		
	231502		09/01/2025		PAINT SHOP; COMMERCIAL MONITORING: 10/01 - 10/31/2025		\$36.00		
	231491		09/01/2025		PEDRETTI SHOP; COMMERCIAL MONITORING 10/1 - 10/31/2025		\$36.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,364.48		
	205 - Sports Facilities			205.11000 (Cash)			\$108.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$108.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$897.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$843.75		
	420 - WATER			420.11000 (Cash)			\$108.00		
	426 - Transit			426.11000 (Cash)			\$1,141.50		
	505 - Fleet			505.11000 (Cash)			\$108.00		
	950 - SRWA - JPA			950.11000 (Cash)			\$266.25		
150298	09/11/2025	Open			Accounts Payable	BOBO CONSTRUCTION INC	\$303,416.23		
	Invoice		Date	Description			Amount		
	PP13/CP 19-51B		04/30/2025	19-51B Columbia Pool Improvements Construct- 4/30/25			\$278,204.83		
	PP14/CP 19-51B		06/30/2025	19-51B Columbia Pool Improvements Construction- 6/30/25			\$25,211.40		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$303,416.23		
150299	09/11/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$1,780.50		
	Invoice		Date	Description			Amount		
	CM281624		08/28/2025	22741027 (S)MOTOR			(\$172.87)		
	281629		08/29/2025	19418944 (S) CONVERTER			\$1,866.50		
	281624		08/28/2025	22741027 (S) MOTOR			\$172.87		
	CM279760		08/28/2025	85636870 (S)SWITCH			(\$27.87)		
	CM280996		08/29/2025	12703668 (S)PIPE			(\$58.13)		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$1,780.50		

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150300	09/11/2025	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,987.39		
	Invoice		Date	Description		Amount			
	170078401090125		09/01/2025	170078401 / D. LEWIS 2014 Independence Dr. Admin Internet		\$84.98			
	170074001090125		09/01/2025	170074001 / WQC 901 S Walnut Rd		\$109.99			
	170078701090125		09/01/2025	170078701 / L. MACHADO 4304 Arcadian Dr IT Internet		\$100.00			
	170075001090125		09/01/2025	170075001 / CITY HALL 156 S Broadway #116 City Wide Internet		\$1,049.00			
	170073601090125		09/01/2025	170073601 / PSF TV & INTERNET 244 N Broadway		\$643.42			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$728.40			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$54.99			
	420 - WATER			420.11000 (Cash)		\$55.00			
	501 - Information Technology			501.11000 (Cash)		\$1,149.00			
150301	09/11/2025	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$459.74		
	Invoice		Date	Description		Amount			
	4010340571		09/05/2025	AUGUST 2025 PREMIUMS		\$459.74			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$459.74			
150302	09/11/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$458.11		
	Invoice		Date	Description		Amount			
	5289573903		08/29/2025	First Aid & Safety Supplies Management		\$156.78			
	5289573901		08/29/2025	First Aid & Safety Supplies Management		\$301.33			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$309.51			
	420 - WATER			420.11000 (Cash)		\$34.67			
	426 - Transit			426.11000 (Cash)		\$62.66			
	505 - Fleet			505.11000 (Cash)		\$51.27			
150303	09/11/2025	Open			Accounts Payable	CITY OF MODESTO	\$221.92		
	Invoice		Date	Description		Amount			
	161572		03/26/2025	ASSESSMENT LUNCHES		\$221.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$221.92			
150304	09/11/2025	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$374.65		
	Invoice		Date	Description		Amount			
	09-02-25 REPLIN		09/02/2025	FIN AR-REPLIN PETTY CASH-09/02/25		\$374.65			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$337.65			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$37.00			
150305	09/11/2025	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$10,503.00		
	Invoice		Date	Description		Amount			
	38109977		08/06/2025	SRWA Pest/Weed Control Services Monthly Weed August 2025		\$2,370.00			
	38011162		08/27/2025	SRWA Pest/Weed Control Services Monthly Pest August 2025		\$320.00			
	QP-07-25		07/31/2025	QTRLY PEST CONTROL SERVICES JUL-SEP 2025		\$1,630.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	MP-07-25		07/31/2025			MONTHLY PEST CONTROL SERVICES - JULY 2025	\$1,785.00		
	MW-07-25		07/31/2025			MONTHLY WEED CONTROL SERVICES - JULY 2025	\$4,398.00		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$1,826.66		
	205 - Sports Facilities					205.11000 (Cash)	\$140.00		
	217 - Streets - Gas Tax					217.11000 (Cash)	\$368.00		
	246 - Landscape Assessment					246.11000 (Cash)	\$28.34		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$4,300.00		
	416 - Recycled Water Sales					416.11000 (Cash)	\$75.00		
	420 - WATER					420.11000 (Cash)	\$870.00		
	426 - Transit					426.11000 (Cash)	\$60.00		
	505 - Fleet					505.11000 (Cash)	\$145.00		
	950 - SRWA - JPA					950.11000 (Cash)	\$2,690.00		
150306	09/11/2025	Open			Accounts Payable	Clearview AI, Inc.	\$5,495.00		
	Invoice		Date		Description		Amount		
	2B410AC5-1272		08/29/2025		SUBSCRIPTION FOR FACIAL RECOGNITION 8/29/25-8/28/26		\$5,495.00		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$5,495.00		
150307	09/11/2025	Open			Accounts Payable	CRIME GUARD INC	\$6,324.00		
	Invoice		Date		Description		Amount		
	28471		09/03/2025		LIVE MONITORING; CORP YARD; 8/01-8/31/2025		\$1,116.00		
	28469		09/03/2025		LIVE MONITORING; CENTRAL PARK; 8/01-8/31/2025		\$1,736.00		
	28468		09/03/2025		LIVE MONITORING; BROADWAY PARK; 8/01-8/31/2025		\$868.00		
	28473		09/03/2025		LIVE MONITORING; DONNELLY PARK; 8/01-8/31/2025		\$868.00		
	28472		09/03/2025		LIVE MONITORING; DENAIR PARK; 8/01-8/31/2025		\$868.00		
	28470		09/03/2025		LIVE MONITORING; COLUMBIA PARK; 8/01-8/31/2025		\$868.00		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$6,324.00		
150308	09/11/2025	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$306.29		
	Invoice		Date		Description		Amount		
	0000055140		07/31/2025		SERVICE CALL-7/31/2025; CLEAN, REMOVE & REPLACE		\$155.00		
	0000055554		08/25/2025		SERVICE CALL- 8/25/2025; CLEAN, REMOVE, REPLACE		\$151.29		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$306.29		
150309	09/11/2025	Open			Accounts Payable	DF ENGINEERING INC	\$7,520.00		
	Invoice		Date		Description		Amount		
	24314		09/02/2025		SR01, 21-003 Fulkerth Road Widening-8/31/25		\$7,520.00		
	Paying Fund					Cash Account	Amount		
	305 - Capital Facility Fees					305.11000 (Cash)	\$7,520.00		

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150310	09/11/2025	Open			Accounts Payable	DOCUSCRIPT, LLC	\$420.43		
	Invoice		Date	Description		Amount			
	2930		09/01/2025	TRANSCRIPTION SERVICES FOR AUGUST 2025		\$420.43			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$420.43			
150311	09/11/2025	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$841.67		
	Invoice		Date	Description		Amount			
	39808425		08/31/2025	SCU RENTAL FOR AUGUST		\$841.67			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$841.67			
150312	09/11/2025	Open			Accounts Payable	FASTENAL COMPANY INC	\$167.88		
	Invoice		Date	Description		Amount			
	CATUR199499		09/02/2025	100 100 0 22 - 18 AWG Ferrule		\$167.88			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$167.88			
150313	09/11/2025	Open			Accounts Payable	FEDERAL EXPRESS	\$156.08		
	Invoice		Date	Description		Amount			
	8-980-98897		09/05/2025	SHIPPING CHARGES FOR 9/5/25		\$156.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$156.08			
150314	09/11/2025	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$17,283.00		
	Invoice		Date	Description		Amount			
	6549		08/31/2025	Unarmed Security Services for City Hall August 2025		\$6,688.50			
	6555		08/31/2025	Unarmed Security Services for City Hall Meetings August 2025		\$178.50			
	6546		09/01/2025	SRWA - Unarmed Security Services August 2025		\$10,416.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,867.00			
	950 - SRWA - JPA			950.11000 (Cash)		\$10,416.00			
150315	09/11/2025	Open			Accounts Payable	FRANCHISE TAX BOARD	\$207.26		
	Invoice		Date	Description		Amount			
	122224ZAPIEN		09/05/2025	122224 PAYROLL WITHHOLDING		\$207.26			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$207.26			
150316	09/11/2025	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,941.73		
	Invoice		Date	Description		Amount			
	122224WILSON		09/05/2025	122224 PAYROLL WITHHOLDING		\$1,941.73			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,941.73			
150317	09/11/2025	Open			Accounts Payable	FRANCHISE TAX BOARD	\$705.99		
	Invoice		Date	Description		Amount			
	083025OSBORNE		09/05/2025	083025 PAYROLL WITHHOLDING		\$705.99			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$705.99			

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150318	09/11/2025	Open			Accounts Payable	GILLIG LLC	\$676.35		
	Invoice		Date	Description			Amount		
	41346599		08/29/2025	04-49389-000 1 EA VALVE, AUTO AIR TANK DRAIN			\$88.03		
	41346600		08/29/2025	59-42286-000 80 EA DECAL, ENGLISH, WATCH YOUR STEP, WH			\$588.32		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$676.35		
150319	09/11/2025	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$35,290.28		
	Invoice		Date	Description			Amount		
	95175		08/31/2025	CUST #24090 - Fuel Expense for 8/16/25 - 8/31/25			\$33,801.35		
	95022		08/27/2025	Fuel for Fire #3			\$1,488.93		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$20,070.28		
	205 - Sports Facilities			205.11000 (Cash)			\$357.85		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$2,432.11		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,590.52		
	255 - CDBG			255.11000 (Cash)			\$54.69		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,381.90		
	420 - WATER			420.11000 (Cash)			\$3,062.64		
	426 - Transit			426.11000 (Cash)			\$2,935.23		
	450 - SRWA - Operations			450.11000 (Cash)			\$405.06		
150320	09/11/2025	Open			Accounts Payable	GRAINGER INC, W W	\$2,284.41		
	Invoice		Date	Description			Amount		
	9629778915		09/02/2025	SRWA Supplies - Check Valve for Swing Unit			\$504.96		
	9624316676		08/28/2025	SRWA Supplies - Megaphone, Signs, Flags, Whistles			\$748.94		
	9629012577		09/03/2025	TOILET AND WALL MOUNT FOR DONNELLY PARK			\$1,030.51		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,030.51		
	450 - SRWA - Operations			450.11000 (Cash)			\$1,253.90		
150321	09/11/2025	Open			Accounts Payable	GREEN HORIZON INC	\$2,220.00		
	Invoice		Date	Description			Amount		
	47759		09/01/2025	Landscape Services-1827 Shadow Park, August Services			\$130.00		
	47760		09/01/2025	Landscape Services-2065 Cody Ct., August Services			\$165.00		
	47758		09/01/2025	Landscape Services-570 Jason Drive, August Services			\$100.00		
	47761		09/01/2025	Landscape Services-573 Birchwood Way, August Services			\$165.00		
	47960		09/01/2025	SRWA - Landscape Services-Green Horizon August 2025			\$1,660.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$560.00		
	950 - SRWA - JPA			950.11000 (Cash)			\$1,660.00		
150322	09/11/2025	Open			Accounts Payable	HARDERS PRINT SHOP INC	\$304.15		
	Invoice		Date	Description			Amount		
	78356		09/03/2025	BUSINESS CARDS PD 250 EA OF 8 NAMES			\$304.15		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$304.15		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150323	09/11/2025	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$1,589.48		
	Invoice		Date	Description		Amount			
	INV00812974		08/28/2025	SRWA supplies - pH Sensor DPD1R1		\$1,589.48			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,589.48			
150324	09/11/2025	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$1,032.33		
	Invoice		Date	Description		Amount			
	38799656		08/26/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$357.76			
	38849501		08/29/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$674.57			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$1,032.33			
150325	09/11/2025	Open			Accounts Payable	JORGENSEN & CO INC	\$94.59		
	Invoice		Date	Description		Amount			
	6210222		08/29/2025	POLICE/FIRE - FIRE EXT ANNUAL MAINT (2) QTY		\$62.59			
	6210236		09/08/2025	FLEET CNG - FIRE EXT ANNUAL MAINT (4) QTY		\$32.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$62.59			
	426 - Transit			426.11000 (Cash)		\$32.00			
150326	09/11/2025	Open			Accounts Payable	KEENAN & ASSOCIATES	\$30,806.25		
	Invoice		Date	Description		Amount			
	328552		09/02/2025	FY 25-26 Workers Comp		\$30,806.25			
	Paying Fund			Cash Account		Amount			
	510 - Workers Compensation Ins			510.11000 (Cash)		\$30,806.25			
150327	09/11/2025	Open			Accounts Payable	LeaderGov, LLC	\$1,450.00		
	Invoice		Date	Description		Amount			
	1344		06/24/2025	INDIVIDUAL TEAMMEMBER COACHING (KS)		\$1,450.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,450.00			
150328	09/11/2025	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$82,450.39		
	Invoice		Date	Description		Amount			
	55979		05/30/2025	23-067 Design Services for Roads CIP Task Order 3- May 2025		\$76,829.38			
	56318		06/30/2025	23-067 Design Services for Roads CIP Task Order 3- June 2025		\$5,621.01			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$82,450.39			
150329	09/11/2025	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$90.08		
	Invoice		Date	Description		Amount			
	46905692		08/22/2025	ASPHALT		\$90.08			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$90.08			

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150330	09/11/2025	Open			Accounts Payable	METROPOLITAN TRANSPORTATION COMMISSION	\$4,500.00		
	Invoice		Date		Description	Amount			
	4926-AR14029		08/14/2025		StreetSaver Subscription & Software Support - 10/01/25-9/30/26	\$4,500.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$4,500.00			
150331	09/11/2025	Open			Accounts Payable	Midstate Automotive Equipment Company	\$105.67		
	Invoice		Date		Description	Amount			
	25010941		08/27/2025		MOH601-110-054 E-Stop Button,	\$105.67			
	Paying Fund				Cash Account	Amount			
	426 - Transit				426.11000 (Cash)	\$105.67			
150332	09/11/2025	Open			Accounts Payable	MODESTO IRRIGATION DISTRICT	\$12,754.01		
	Invoice		Date		Description	Amount			
	156679		08/28/2025		SRWA - Cost Sharing Tuolumne River Watershed Sanitary Survey	\$12,754.01			
	Paying Fund				Cash Account	Amount			
	950 - SRWA - JPA				950.11000 (Cash)	\$12,754.01			
150333	09/11/2025	Open			Accounts Payable	MUNIQUEP LLC	\$2,072.82		
	Invoice		Date		Description	Amount			
	107928		08/25/2025		SRWA Supplies - Diaphragm Seal for Grundfos Pump	\$2,072.82			
	Paying Fund				Cash Account	Amount			
	450 - SRWA - Operations				450.11000 (Cash)	\$2,072.82			
150334	09/11/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$3,470.14		
	Invoice		Date		Description	Amount			
	843939		08/25/2025		2652838 NCD SWAY BAR BUSHING ()	\$46.67			
	843933		08/25/2025		90-690 NTH COUPLER ()	\$24.98			
	843955		08/26/2025		1551 FIL HYDRAULIC FILTER ()	\$9.04			
	843963		08/26/2025		90-690 NTH COUPLER Credit for Orig 843933	(\$24.98)			
	844001		08/26/2025		ACHOSE NON ac hose assembly	\$327.21			
	844008		08/26/2025		89250 UP BRAKE AWAY KITS ACCES ()	\$47.60			
	844010		08/26/2025		7151 FIL ENGINE OIL FILTER	\$92.68			
	844012		08/26/2025		6438 FIL AIR FILTER	\$129.31			
	844045		08/27/2025		AX26 NBH TRI-POWER IND V-BELT ()	\$13.64			
	844049		08/27/2025		SG8312X PSG SILENTGUARD BRK PADS ()	\$44.69			
	844054		08/27/2025		IC534 ECH COIL ON PLUG COIL ()	\$463.52			
	844082		08/27/2025		400E6 NON ASTRO SMART ERASER ()	\$104.21			
	844088		08/27/2025		TOS18663 FPG AUTO TRANS GASKET ()	\$8.06			
	844094		08/27/2025		17381 ATP A/Trans Gasket, Oil Pan	\$9.20			
	844043		08/27/2025		41-162 AC SPARK PLUG ()	\$224.14			
	844129		08/28/2025		21358 SFI ENGINE OIL FILTER ()	\$2.18			
	844116		08/28/2025		UC800002 NON jack handle ()	\$31.63			
	844119		08/28/2025		NPF002 NAF 2.5 DEF	\$211.66			
	844163		08/28/2025		97960 LIT DOCUMENT HOLDER KIT	\$96.46			
	844183		08/28/2025		256722 MIL 3 8 IN RATCHET (M01)	\$315.00			
	844176		08/27/2025		023-105-00 023-106-00 NON NON dexter brake assy ()	\$593.44			
	844197		08/27/2025		21516MP SFI ENGINE OIL FILTER ()	\$21.73			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	844250		08/29/2025	1032 FIL OIL FILTER ()			\$333.07		
	844276		09/02/2025	256722 MIL 3 8 IN RATCHET (M01)			\$315.00		
	844244		08/29/2025	7651419 BK NAPA SEALANT FOAM			\$30.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$630.00		
	505 - Fleet			505.11000 (Cash)			\$2,840.14		
150335	09/11/2025	Open			Accounts Payable	Operational Technical Services, LLC	\$4,110.00		
	Invoice		Date	Description			Amount		
	5121		08/27/2025	SRWA - Senior Operator MC 8.25.25 - 8.27.25			\$4,110.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$4,110.00		
150336	09/11/2025	Open			Accounts Payable	OREILLY AUTO PARTS	\$514.88		
	Invoice		Date	Description			Amount		
	2800-174848		08/26/2025	20-6582-00 HEADLIGH			\$67.74		
	2800-161878		07/28/2025	ACD 84879262 HVAC BLOWER			\$118.26		
	2800-175741		08/28/2025	MGD MSL51516 OIL FILTER			\$7.79		
	2800-175948		08/29/2025	59PRMJ BATTERY			\$161.89		
	2800-175976		08/29/2025	R111717A ALTERNATOR			\$159.20		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$514.88		
150337	09/11/2025	Open			Accounts Payable	P G & E	\$103.67		
	Invoice		Date	Description			Amount		
	COLUMBIA 8/29/25		08/29/2025	6180280303-3 / 600 Columbia St			\$7.84		
	HIGH 8/29/25		08/29/2025	0221941093-9 / 595 High St			\$7.84		
	R. BOESCH8/29/25		08/29/2025	4388605407-1 / 275 N Orange			\$15.10		
	ARMORY 8/29/25		08/29/2025	7255483135-3 / 1040 Flower St			\$7.84		
	FIRE#3 9/3/25		09/03/2025	2087893140-9 / 501 E Monte Vista Ave			\$65.05		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$103.67		
150338	09/11/2025	Open			Accounts Payable	PRO FORCE LAW ENFORCEMENT	\$6,941.15		
	Invoice		Date	Description			Amount		
	573014		04/30/2025	COLT RIFLES, HUX FLOW SUPPRESSORS, AIMPOINT RED DOT (6)			\$6,941.15		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$6,941.15		
150339	09/11/2025	Open			Accounts Payable	R & S ERECTION INC	\$564.00		
	Invoice		Date	Description			Amount		
	141753		06/30/2025	SERVICE CALL - 6/23-6/25/2025; BACK ENTRANCE SLIDING DOORS			\$564.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$564.00		
150340	09/11/2025	Open			Accounts Payable	REED INC, GEORGE	\$859.45		
	Invoice		Date	Description			Amount		
	100375330		08/25/2025	ASPHALT			\$100.54		
	100375180		08/22/2025	ASPHALT			\$108.78		
	100374188 (1)		08/13/2025	ASPHALT			\$199.45		
	100375443		08/26/2025	ASPHALT			\$129.84		
	100375586		08/27/2025	ASPHALT			\$110.61		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	100375854		08/29/2025	ASPHALT			\$99.62		
	100375722		08/28/2025	ASPHALT			\$110.61		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$859.45		
150341	09/11/2025	Open			Accounts Payable	ROBOTRONICS INC	\$566.00		
	Invoice		Date	Description			Amount		
	58294		08/15/2025	Super Motor Reconditioned			\$566.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$566.00		
150342	09/11/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$772.23		
	Invoice		Date	Description			Amount		
	3042962575		08/25/2025	1 1772391:CT GASKET-COVER			\$128.56		
	3043009823		08/26/2025	HAI-35000 - AIR TANK			\$21.41		
	3043001863		08/27/2025	HL3Z9350B:FRD PUMP ASY - FUEL			\$622.26		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$772.23		
150343	09/11/2025	Open			Accounts Payable	SEEGERS PRINTING INC	\$2,245.28		
	Invoice		Date	Description			Amount		
	0146307-IN		09/02/2025	BUSINESS CARDS - WILLIAM RICHARDS			\$76.04		
	0146343-IN		08/29/2025	Dump Day			\$2,169.24		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			\$2,169.24		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$38.02		
	420 - WATER			420.11000 (Cash)			\$38.02		
150344	09/11/2025	Open			Accounts Payable	SHARPENING SHOP	\$1,116.07		
	Invoice		Date	Description			Amount		
	448958		08/25/2025	MISC. SUPPLIES FOR STREETS			\$202.31		
	448957		08/25/2025	MISC. EQUIPMENT FOR PARKS TEAM			\$329.44		
	449547		09/04/2025	AIR FILTER-DOUBLE LAYER; KM HL ATT 0-145 #4243 740 5009US			\$584.32		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$329.44		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$202.31		
	246 - Landscape Assessment			246.11000 (Cash)			\$584.32		
150345	09/11/2025	Open			Accounts Payable	Slate Communications, LLC	\$23,450.00		
	Invoice		Date	Description			Amount		
	3314		04/30/2025	Communications Strategic Plan-FY 24/25-Phase 3			\$12,250.00		
	3370		06/25/2025	Communications Strategic Plan-FY 24/25-Phase 4			\$11,200.00		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$23,450.00		
150346	09/11/2025	Open			Accounts Payable	SOUTHERN TIRE MART	\$252.72		
	Invoice		Date	Description			Amount		
	7320018827		08/19/2025	ENGINE 323 TIRES			\$252.72		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$252.72		

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150347	09/11/2025	Open			Accounts Payable	STANISLAUS COUNTY	\$66,844.51		
	Invoice		Date	Description		Amount			
	LeSar 1		08/19/2025	MOU Joint Consolidated Planning- FY 2024-25		\$66,844.51			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$33,422.25			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$33,422.26			
150348	09/11/2025	Open			Accounts Payable	STERICYCLE INC	\$115.76		
	Invoice		Date	Description		Amount			
	8011812369		08/25/2025	ST#4 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	8011812373		08/25/2025	ST#3 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	8011812371		08/25/2025	ST#2 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	8011812375		08/25/2025	ST#1 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$115.76			
150349	09/11/2025	Open			Accounts Payable	STILES TRUCK BODY INC	\$2,498.38		
	Invoice		Date	Description		Amount			
	72089		08/26/2025	REMOVE BED FROM EL13-689, INSTALL SERVICE BODY ON EL25-638		\$2,498.38			
	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$2,498.38			
150350	09/11/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description		Amount			
	083025BECCHETTI		09/05/2025	08302025 PAYROLL WITHHOLDING		\$405.35			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$405.35			
150351	09/11/2025	Open			Accounts Payable	T I D	\$25.53		
	Invoice		Date	Description		Amount			
	082625 1827Shad		08/26/2025	5637003297 1827 Shadow Park		\$25.53			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$25.53			
150352	09/11/2025	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$1,158.90		
	Invoice		Date	Description		Amount			
	1161105		06/02/2025	ST#34 - SPRINKLER SERVICE		\$838.88			
	0709111		06/19/2025	ARMORY - GALV CAPS		\$320.02			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,158.90			
150353	09/11/2025	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,500.00		
	Invoice		Date	Description		Amount			
	23895		08/31/2025	Consulting Services for August 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			
150354	09/11/2025	Open			Accounts Payable	TURF STAR	\$1,449.33		
	Invoice		Date	Description		Amount			
	INV109899		08/27/2025	1 3220-12: 3220-12-NUT-HEX JAM LH (Supersedes 103638)		\$1,102.42			
	INV110312		08/29/2025	99-7594: 99-7594-SEAL-OIL		\$210.41			

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150355	INV110582		08/29/2025	1 110-9686-03: 110-9686-03-LH BALL JOINT ASM			\$136.50		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$1,449.33		
	09/11/2025	Open			Accounts Payable	TURLOCK TRUCK STUFF LLC	\$314.49		
150356	Invoice		Date	Description			Amount		
	2121		08/28/2025	MATERIAL RHINO HYBRID MATERIAL REAR BUMPER ON SERVICE BODY 25 F-			\$314.49		
	Paying Fund			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$314.49		
150357	09/11/2025	Open			Accounts Payable	UNITED SITE SERVICES OF CALIFORNIA, INC.	\$283.36		
	Invoice		Date	Description			Amount		
	114-14093066		07/09/2025	PEDRETTI PORTABLE RESTROOMS; 07/08 - 08/04/2025			\$141.68		
	114-14107479		08/06/2025	PEDRETTI PORTABLE RESTROOMS; 08/05 - 09/01/2025			\$141.68		
150358	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			\$283.36		
	09/11/2025	Open			Accounts Payable	VERIZON WIRELESS	\$269.42		
	Invoice		Date	Description			Amount		
150359	9968225257		07/04/2024	JUNE 04 - JUL 04, 2024			\$228.06		
	6120181003		08/03/2025	Human Relations Verizon 7/4/25-8/3/25			\$41.36		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$269.42		
150360	09/11/2025	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$293.03		
	Invoice		Date	Description			Amount		
	852454970		09/01/2025	ONLINE SOFTWARE SUBSCRIPTION FOR 08/01/25 - 08/31/25			\$293.03		
	Paying Fund			Cash Account			Amount		
150361	110 - General Fund			110.11000 (Cash)			\$293.03		
	09/11/2025	Open			Accounts Payable	WOODARD AND CURRAN INC	\$715.00		
	Invoice		Date	Description			Amount		
	253433		09/03/2025	CA Stanislaus Regional Water Authority-2025 Water Supply Demand			\$715.00		
150362	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$715.00		
	09/11/2025	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$4,800.00		
	Invoice		Date	Description			Amount		
150363	INV00205895		07/01/2025	FIRE - MONTHLY FIRERMS SERVICES - AUG 2025			\$1,600.00		
	INV00210224		09/02/2025	FIRE - MONTHLY FIRERMS SERVICES - OCT 2025			\$1,600.00		
	INV00207927		08/01/2025	FIRE - MONTHLY FIRERMS SERVICES - SEPT 2025			\$1,600.00		
	Paying Fund			Cash Account			Amount		
150364	116 - Special Public Safety			116.11000 (Cash)			\$4,800.00		
	09/11/2025	Open			Accounts Payable	ABSHIER, AIMEE	\$884.00		
	Invoice		Date	Description			Amount		
	18549018		08/28/2025	PLAY PROGRAM FAMILY CREDIT 2024/2025			\$884.00		
150365	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 9/5/2025 - To Payment Date: 9/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
150362	110 - General Fund			110.11000 (Cash)			\$884.00		
	09/11/2025	Open			Accounts Payable	ALEXIA, ALEXANDER	\$50.00		
	Invoice		Date	Description			Amount		
	R25-008164		09/04/2025	A/C REFUND			\$50.00		
150363	110 - General Fund			110.11000 (Cash)			\$50.00		
	09/11/2025	Open			Accounts Payable	BICKLE, SARA	\$222.00		
	Invoice		Date	Description			Amount		
	TR 5189 PER DIEM		08/28/2025	CALEBI CONF., 9/28/25 - 10/1/25, SOUTH LAKE			\$222.00		
150364	110 - General Fund			110.11000 (Cash)			\$222.00		
	09/11/2025	Open			Accounts Payable	DE LA PUENTE, TANYA	\$50.00		
	Invoice		Date	Description			Amount		
	R25-008181		09/04/2025	A/C REFUND			\$50.00		
150365	110 - General Fund			110.11000 (Cash)			\$50.00		
	09/11/2025	Open			Accounts Payable	KELLY, ERIKA	\$300.00		
	Invoice		Date	Description			Amount		
	TR 5190 PER DIEM		09/05/2025	CCIAA CONF, 9/22/25 - 9/26/25, PALM SPRINGS			\$300.00		
150366	110 - General Fund			110.11000 (Cash)			\$300.00		
	09/11/2025	Open			Accounts Payable	KNOLL, DEBRA	\$100.00		
	Invoice		Date	Description			Amount		
	R25-007783		09/04/2025	A/C REFUND			\$100.00		
150367	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
	09/11/2025	Open			Accounts Payable	MERAFUENTES, ANTHONY	\$100.00		
	Invoice		Date	Description			Amount		
	R25-008043		09/04/2025	A/C REFUND			\$100.00		
150368	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
	09/11/2025	Open			Accounts Payable	VON KLEIST, JAIME	\$222.00		
	Invoice		Date	Description			Amount		
	TR 5185 PER DIEM		08/12/2025	CALEBI CONF, 9/28/25-10/1/25, SOUTH LAKE			\$222.00		
	110 - General Fund			110.11000 (Cash)			\$222.00		
	Paying Fund			Cash Account			Amount		

Type Check Totals:

89 Transactions

\$728,898.69

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$728,898.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	89	\$728,898.69	\$0.00

Payment Register

From Payment Date: 9/5/2025 - To Payment Date: 9/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	89	\$728,898.69	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	89	\$728,898.69	\$0.00	
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	89	\$728,898.69	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	89	\$728,898.69	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	89	\$728,898.69	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	89	\$728,898.69	\$0.00	

Grand Totals:

Payment Register

From Payment Date: 7/1/2025 - To Payment Date: 7/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>EFT</u>									
5975	07/01/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$475.45		
	Invoice		Date	Description		Amount			
	822920303		06/30/2025	CLAIMS MAY 2025 - TAPO		\$475.45			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$475.45			
5976	07/01/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$443.13		
	Invoice		Date	Description		Amount			
	822920302		06/30/2025	CLAIMS MAY 2025 - FIRE		\$443.13			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$443.13			
5977	07/01/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$972.38		
	Invoice		Date	Description		Amount			
	822920299		06/30/2025	CLAIMS MAY 2025 - TCEA		\$972.38			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$972.38			
5978	07/01/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$165.37		
	Invoice		Date	Description		Amount			
	822920295		06/30/2025	CLAIMS MAY 2025 - MANAGEMENT		\$165.37			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$165.37			
5979	07/01/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$74.50		
	Invoice		Date	Description		Amount			
	822920301		06/30/2025	CLAIMS MAY 2025 - CONFIDENTIAL		\$74.50			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$74.50			
5980	07/01/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.50		
	Invoice		Date	Description		Amount			
	822920309		06/30/2025	CLAIMS MAY 2025 - RETIREES		\$76.50			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$76.50			
5982	07/24/2025	Open			Accounts Payable	US BANK-VISA	\$147,671.94		
	Invoice		Date	Description		Amount			
	7/22/2025X9452		07/24/2025	Procurement Card Charges - 7/22/25 Statement		\$147,671.94			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$147,671.94			
5983	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,875.48		
	Invoice		Date	Description		Amount			
	823113483		06/30/2025	CLAIMS JUNE 2025 - TCEA		\$2,875.48			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$2,875.48			
5984	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$73.23		
	Invoice		Date	Description		Amount			
	823113482		06/30/2025	CLAIMS JUNE 2025 - FIRE		\$73.23			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$73.23			

Payment Register

From Payment Date: 7/1/2025 - To Payment Date: 7/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5985	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,692.48		
	Invoice		Date	Description		Amount			
	823113485		06/30/2025	CLAIMS JUNE 2025 - TAPO		\$1,692.48			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$1,692.48			
5986	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.65		
	Invoice		Date	Description		Amount			
	823108083		07/17/2025	PREMIUMS JULY 2025 - CONFIDENTIAL		\$76.65			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$76.65			
5987	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	823108078		07/17/2025	PREMIUMS JULY 2025 - COBRA		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			
5988	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description		Amount			
	823108079		07/17/2025	PREMIUMS JULY 2025 - RETIREES		\$81.76			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$81.76			
5989	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$97.09		
	Invoice		Date	Description		Amount			
	823108080		07/17/2025	PREMIUMS JULY 2025 - MANAGEMENT		\$97.09			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$97.09			
5990	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$25.55		
	Invoice		Date	Description		Amount			
	823108081		07/17/2025	PREMIUMS JULY 2025 - EXECUTIVE TEAM		\$25.55			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$25.55			
5991	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$25.55		
	Invoice		Date	Description		Amount			
	823098198		07/17/2025	PREMIUMS JULY 2025 - CITY OF TURLOCK		\$25.55			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$25.55			
5992	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$889.14		
	Invoice		Date	Description		Amount			
	823108082		07/17/2025	PREMIUMS JULY 2025 - TCEA		\$889.14			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$889.14			
5993	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	823108086		07/17/2025	PREMIUMS JULY 2025 - TMAPS		\$30.66			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$30.66			

Payment Register

From Payment Date: 7/1/2025 - To Payment Date: 7/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5994	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$199.29		
	Invoice		Date	Description		Amount			
	823108084		07/17/2025	PREMIUMS JULY 2025 - FIRE		\$199.29			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$199.29			
5995	07/18/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	\$419.02		
	Invoice		Date	Description		Amount			
	823108085		07/17/2025	PREMIUMS JULY 2025 - TAPO		\$419.02			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$419.02			

Type EFT Totals:

20 Transactions

\$156,380.50

AP - Accounts Payable Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$156,380.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	20	\$156,380.50	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$156,380.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$156,380.50	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$156,380.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	20	\$156,380.50	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$156,380.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$156,380.50	\$0.00

Payment Register

From Payment Date: 5/1/2025 - To Payment Date: 5/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
<u>EFT</u>									
160026	05/06/2025	Open			Accounts Payable	CalPERS	\$354,458.88		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/06/2025	4/26/25PR-CALPERS			\$354,458.88		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$354,461.17		
	110 - General Fund			110.11000 (Cash)			(\$2.29)		
160027	05/20/2025	Open			Accounts Payable	CalPERS	\$355,653.86		
	Invoice		Date	Description			Amount		
	5/10/25PR		05/20/2025	5/10/25PR-CALPERS			\$355,653.86		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$355,654.64		
	110 - General Fund			110.11000 (Cash)			(\$0.78)		
160028	05/02/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$217,437.28		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/02/2025	4/26/25PR-FEDERAL TAXES			\$217,437.28		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$217,437.28		
160029	05/02/2025	Open			Accounts Payable	CA SDU	\$1,959.21		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/02/2025	4/26/25PR-CHILD SUPPORT PAYMENT			\$1,959.21		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,959.21		
160030	05/02/2025	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/02/2025	4/26/25PR-GOLDEN 1 CU			\$3,947.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,947.00		
160031	05/05/2025	Open			Accounts Payable	ICMA-RC	\$105,313.07		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/05/2025	4/26/25PR-ICMA			\$105,313.07		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$105,313.07		
160032	05/02/2025	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$66,990.55		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/02/2025	4/26/25PR-STATE TAXES			\$66,990.55		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$66,990.55		
160033	05/02/2025	Open			Accounts Payable	T A P O	\$6,393.13		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/02/2025	4/26/25PR-TAPO DUES			\$6,393.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$6,393.13		
160034	05/02/2025	Open			Accounts Payable	T C E A	\$3,118.50		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/02/2025	4/26/25PR-TCEA DUES			\$3,118.50		

Payment Register

From Payment Date: 5/1/2025 - To Payment Date: 5/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$3,118.50		
160035	05/05/2025	Open			Accounts Payable	TFRA	\$9,953.93		
	Invoice		Date	Description			Amount		
	4/26/25PR-RHS		05/05/2025	4/26/25PR-TFRA RHS DUES			\$9,953.93		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$9,953.93		
160036	05/02/2025	Open			Accounts Payable	T C E A	\$77.00		
	Invoice		Date	Description			Amount		
	4/26/25PR-BENEVO		05/02/2025	4/26/25PR-TCEA BENEVOLENCE DUES			\$77.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$77.00		
160037	05/02/2025	Open			Accounts Payable	TMAPS	\$200.00		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/02/2025	4/26/25PR-TMAPS DUES			\$200.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$200.00		
160038	05/05/2025	Open			Accounts Payable	T A P O	\$17,355.73		
	Invoice		Date	Description			Amount		
	4/26/25PR-RHS		05/05/2025	4/26/25PR-TAPO RHS DUES			\$17,355.73		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$17,355.73		
160039	05/06/2025	Open			Accounts Payable	UMR	\$412.55		
	Invoice		Date	Description			Amount		
	MAY 25 CUSTODIAL		05/06/2025	UMR MAY 2025 CUSTODIAL AND BANKING FEE			\$412.55		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$412.55		
160040	05/06/2025	Open			Accounts Payable	UMR	\$161,027.88		
	Invoice		Date	Description			Amount		
	MAY 25 PREM		05/06/2025	UMR MAY 2025 HEALTH PREMIUMS			\$161,027.88		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$161,027.88		
160041	05/07/2025	Open			Accounts Payable	CalPERS	\$2,250.00		
	Invoice		Date	Description			Amount		
	100000017912069		05/07/2025	GASB 68 REPORTING SERVICES FEE FOR 23/24 AUDIT			\$2,250.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,250.00		
160042	05/07/2025	Open			Accounts Payable	CalPERS	\$2,250.00		
	Invoice		Date	Description			Amount		
	100000017912070		05/07/2025	GASB 68 REPORTING SERVICES FEE FOR 24/25 AUDIT			\$2,250.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,250.00		
160043	05/07/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$1,044.38		
	Invoice		Date	Description			Amount		
	BE006562646A		05/07/2025	DELTA DENTAL CLAIMS FOR 4/25/25-5/1/25			\$1,044.38		

Payment Register

From Payment Date: 5/1/2025 - To Payment Date: 5/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$1,044.38		
160044	05/07/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,493.90		
	Invoice		Date		Description		Amount		
	BE006562646C		05/07/2025		DELTA DENTAL CLAIMS FOR 4/25/25-5/1/25		\$5,493.90		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$5,493.90		
160045	05/07/2025	Open			Accounts Payable	UMR	\$31,623.56		
	Invoice		Date		Description		Amount		
	4/29/25-5/5/25		05/07/2025		UMR CLAIMS FOR 4/29/25-5/5/25		\$31,623.56		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$31,623.56		
160046	05/14/2025	Open			Accounts Payable	UMR	\$125,927.48		
	Invoice		Date		Description		Amount		
	5/6/25-5/12/25		05/14/2025		UMR CLAIMS FOR 5/6/25-5/12/25		\$125,927.48		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$125,927.48		
160047	05/16/2025	Open			Accounts Payable	CA SDU	\$1,959.21		
	Invoice		Date		Description		Amount		
	5/10/25PR		05/16/2025		5/10/25PR-CHILD SUPPORT PAYMENT		\$1,959.21		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$1,959.21		
160048	05/16/2025	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date		Description		Amount		
	5/10/25PR		05/16/2025		5/10/25PR-GOLDEN 1 CU		\$3,947.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$3,947.00		
160049	05/20/2025	Open			Accounts Payable	ICMA-RC	\$105,282.31		
	Invoice		Date		Description		Amount		
	5/10/25PR		05/20/2025		5/10/25PR-ICMA		\$105,282.31		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$105,282.31		
160050	05/16/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$237,654.41		
	Invoice		Date		Description		Amount		
	5/10/25PR		05/16/2025		5/10-25PR-FEDERAL TAXES		\$237,654.41		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$237,654.41		
160051	05/16/2025	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$71,728.77		
	Invoice		Date		Description		Amount		
	5/10/25PR		05/16/2025		5/10/25PR-STATE TAXES		\$71,728.77		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$71,728.77		
160052	05/16/2025	Open			Accounts Payable	T A P O	\$6,398.42		
	Invoice		Date		Description		Amount		
	5/10/25PR		05/16/2025		5/10/25PR-TAPO DUES		\$6,398.42		
	Paying Fund				Cash Account		Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160053	104 - Payroll Clearing Fund			104.11000 (Cash)			\$6,398.42		
	05/16/2025	Open			Accounts Payable	T C E A	\$3,159.00		
	Invoice		Date	Description			Amount		
	5/10/25PR		05/16/2025	5/10/25PR-TCEA DUES			\$3,159.00		
160054	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,159.00		
	05/16/2025	Open			Accounts Payable	TFRA	\$5,738.36		
	Invoice		Date	Description			Amount		
	5/10/25PR		05/16/2025	5/10/25PR-TFRA DUES			\$5,738.36		
160055	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,738.36		
	05/16/2025	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$390.00		
	Invoice		Date	Description			Amount		
	5/10/25PR		05/16/2025	5/10/25PR-FIRE INC DUES			\$390.00		
160056	104 - Payroll Clearing Fund			104.11000 (Cash)			\$390.00		
	05/16/2025	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$130.00		
	Invoice		Date	Description			Amount		
	5/10/25PR		05/16/2025	5/10/25PR-TURLOCK HEALTH CLUB			\$130.00		
160057	104 - Payroll Clearing Fund			104.11000 (Cash)			\$130.00		
	05/20/2025	Open			Accounts Payable	T A P O	\$17,456.36		
	Invoice		Date	Description			Amount		
	5/10/25PR-RHS		05/20/2025	5/10/25PR-TAPO RHS DUES			\$17,456.36		
160058	104 - Payroll Clearing Fund			104.11000 (Cash)			\$17,456.36		
	05/16/2025	Open			Accounts Payable	T C E A	\$78.00		
	Invoice		Date	Description			Amount		
	5/10/25PR-BENEVO		05/16/2025	5/10/25PR-TCEA BENEVOLENCE DUES			\$78.00		
160059	104 - Payroll Clearing Fund			104.11000 (Cash)			\$78.00		
	05/20/2025	Open			Accounts Payable	TFRA	\$9,992.35		
	Invoice		Date	Description			Amount		
	5/10/25PR-RHS		05/20/2025	5/10/25PR-TFRA RHS DUES			\$9,992.35		
160060	104 - Payroll Clearing Fund			104.11000 (Cash)			\$9,992.35		
	05/21/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$1,114.21		
	Invoice		Date	Description			Amount		
	BE006570511A		05/21/2025	DELTA DENTAL CLAIMS FOR 5/9/25-5/15/25			\$1,114.21		
160061	511 - Health Care			511.11000 (Cash)			\$1,114.21		
	05/21/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,861.20		
	Invoice		Date	Description			Amount		
	BE006570511C		05/21/2025	DELTA DENTAL CLAIMS FOR 5/9/25-5/15/25			\$5,861.20		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$5,861.20		
160062	05/14/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,701.50		
	Invoice		Date		Description		Amount		
	BE006565890C		05/14/2025		DELTA DENTAL CLAIMS FOR 5/2/25-5/8/25		\$6,701.50		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$6,701.50		
160063	05/14/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$1,273.96		
	Invoice		Date		Description		Amount		
	BE006565890A		05/14/2025		DELTA DENTAL CLAIMS FOR 5/2/25-5/8/25		\$1,273.96		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$1,273.96		
160064	05/21/2025	Open			Accounts Payable	UMR	\$130,390.03		
	Invoice		Date		Description		Amount		
	5/13/25-5/19/25		05/21/2025		UMR CLAIMS FOR 5/13/25-5/19/25		\$130,390.03		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$130,390.03		
160065	05/23/2025	Open			Accounts Payable	UMR	(\$3,128.57)		
	Invoice		Date		Description		Amount		
	APR25 COBRA REF		05/23/2025		UMR APRIL COBRA REFUND		(\$3,128.57)		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		(\$3,128.57)		
160066	05/23/2025	Open			Accounts Payable	UMR	(\$17,003.61)		
	Invoice		Date		Description		Amount		
	APR25 RET REF		05/23/2025		UMR APRIL 2025 RETIREE REFUND		(\$17,003.61)		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		(\$17,003.61)		
160067	05/27/2025	Open			Accounts Payable	UMR	(\$277.91)		
	Invoice		Date		Description		Amount		
	APR25 OSR REFUND		05/27/2025		APRIL 2025 OSR REFUND		(\$277.91)		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		(\$277.91)		
160068	05/29/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$1,546.13		
	Invoice		Date		Description		Amount		
	BE006592558A		05/29/2025		DELTA DENTAL CLAIMS FOR 5/16/25-5/22/25		\$1,546.13		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$1,546.13		
160069	05/29/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$8,133.30		
	Invoice		Date		Description		Amount		
	BE006592558C		05/29/2025		DELTA DENTAL CLAIMS FOR 5/16/25-5/22/25		\$8,133.30		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$8,133.30		
160070	05/29/2025	Open			Accounts Payable	UMR	\$73,413.43		
	Invoice		Date		Description		Amount		
	5/20/25-5/27/25		05/29/2025		UMR CLAIMS FOR 5/20/25-5/27/25		\$73,413.43		
	Paying Fund				Cash Account		Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			\$73,413.43		
160071	05/29/2025	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	\$18,929.91		
	Invoice		Date	Description		Amount			
	JUN 2025		05/29/2025	LTD AND LIFE INSURANCE - JUNE 2025		\$18,929.91			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$18,929.91			
160072	05/30/2025	Open			Accounts Payable	CA SDU	\$1,959.21		
	Invoice		Date	Description		Amount			
	5/24/25PR		05/30/2025	5/24/25PR-CHILD SUPPORT PAYMENT		\$1,959.21			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,959.21			
160073	05/30/2025	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	5/24/25PR		05/30/2025	5/24/25PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,947.00			
160074	05/30/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$246,360.54		
	Invoice		Date	Description		Amount			
	5/24/25PR		05/30/2025	5/24/24PR-FEDERAL TAXES		\$246,360.54			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$246,360.54			
160075	05/30/2025	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$73,863.96		
	Invoice		Date	Description		Amount			
	5/24/25PR		05/30/2025	5/24/25PR-STATE TAXES		\$73,863.96			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$73,863.96			
160076	05/05/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$1.08		
	Invoice		Date	Description		Amount			
	4/26/25PR-BEJARA		05/05/2025	4/26/25PR-MEDICARE/SS-I BEJARANO		\$1.08			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1.08			
160077	05/20/2025	Open			Accounts Payable	CalPERS	\$39.12		
	Invoice		Date	Description		Amount			
	5/10/25PR-FIRE		05/20/2025	5/10/25PR-CALPERS-FIRE CLASSIC		\$39.12			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$39.12			
160078	05/20/2025	Open			Accounts Payable	CalPERS	\$272.77		
	Invoice		Date	Description		Amount			
	5/10/25PR-FIRE2		05/20/2025	5/10/25PR-CALPERS-FIRE PEPRA		\$272.77			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$272.77			
160079	05/20/2025	Open			Accounts Payable	CalPERS	\$19.86		
	Invoice		Date	Description		Amount			
	5/10/25PR-FIRE3		05/20/2025	5/10/25PR-CALPERS-FIRE PEPRA		\$19.86			
	Paying Fund			Cash Account		Amount			

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From Payment Date: 5/1/2025 - To Payment Date: 5/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$19.86		
160080	05/06/2025	Open			Accounts Payable	CalPERS	\$557.32		
	Invoice		Date	Description			Amount		
	4/26/25PR-ADJ		05/06/2025	4/26/25PR-CALPERS-TREJO ADJ			\$557.32		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$557.32		
160082	05/31/2025	Open			Accounts Payable	Optum Bank, Inc.	\$23,000.80		
	Invoice		Date	Description			Amount		
	4/26/25PR2		05/02/2025	4/26/25PR-HSA EE & ER			\$11,474.36		
	5/10/25PR2		05/16/2025	5/10/25PR-HSA EE & ER			\$11,526.44		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$23,000.80		

Type EFT Totals:

56 Transactions

\$2,513,777.32

PR - Payroll Account Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$2,513,777.32	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	56	\$2,513,777.32	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$2,513,777.32	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	56	\$2,513,777.32	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$2,513,777.32	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	56	\$2,513,777.32	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$2,513,777.32	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	56	\$2,513,777.32	\$0.00

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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
PR - Payroll Account									
<u>EFT</u>									
160083	06/02/2025	Open			Accounts Payable	ICMA-RC	\$92,560.83		
	Invoice		Date	Description			Amount		
	5/24/25PR		06/02/2025	5/24/25PR-ICMA			\$92,560.83		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$92,560.83		
160084	06/02/2025	Open			Accounts Payable	CalPERS	\$351,630.33		
	Invoice		Date	Description			Amount		
	5/24/25PR		06/02/2025	5/24/25PR-CALPERS			\$351,630.33		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$351,630.33		
160085	06/03/2025	Open			Accounts Payable	T A P O	\$17,322.08		
	Invoice		Date	Description			Amount		
	5/24/25PR-RHS		06/03/2025	5/24/25PR-TAPO RHS DUES			\$17,322.08		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$17,322.08		
160086	06/03/2025	Open			Accounts Payable	TFRA	\$9,992.35		
	Invoice		Date	Description			Amount		
	5/24/25PR-RHS		06/03/2025	5/24/25PR-TFRA RHS DUES			\$9,992.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$9,992.35		
160087	06/04/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$621.41		
	Invoice		Date	Description			Amount		
	BE006595681A		06/04/2025	DELTA DENTAL CLAIMS FOR 5/23/25-5/29/25			\$621.41		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$621.41		
160088	06/04/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$3,268.80		
	Invoice		Date	Description			Amount		
	BE006595681C		06/04/2025	DELTA DENTAL CLAIMS FOR 5/23/25-5/29/25			\$3,268.80		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$3,268.80		
160089	06/04/2025	Open			Accounts Payable	UMR	\$69,267.39		
	Invoice		Date	Description			Amount		
	5/28/25-6/2/25		06/04/2025	UMR CLAIMS FOR 5/28/25-6/2/25			\$69,267.39		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$69,267.39		
160090	06/06/2025	Open			Accounts Payable	UMR	\$160,640.83		
	Invoice		Date	Description			Amount		
	JUN 25 PREM		06/06/2025	UMR JUNE 2025 HEALTH PREMIUMS			\$160,640.83		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$160,640.83		
160091	06/09/2025	Open			Accounts Payable	UMR	\$412.55		
	Invoice		Date	Description			Amount		
	JUN 25 CUSTODIAL		06/09/2025	UMR JUNE 2025 CUSTODIAL AND BANKING FEE			\$412.55		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$412.55		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160092	06/10/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$3,017.14		
	Invoice		Date	Description		Amount			
	Q2/2025-720		06/10/2025	Q2/2025-720 QUARTERLY FEDERAL EXCISE TAX RETURN JUNE 2025		\$3,017.14			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$3,017.14			
160093	06/11/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$902.10		
	Invoice		Date	Description		Amount			
	BE006605617A		06/11/2025	DELTA DENTAL CLAIMS FOR 5/30/25-6/5/25		\$902.10			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$902.10			
160094	06/11/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,745.40		
	Invoice		Date	Description		Amount			
	BE006605617C		06/11/2025	DELTA DENTAL CLAIMS FOR 5/30/25-6/5/25		\$4,745.40			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$4,745.40			
160095	06/11/2025	Open			Accounts Payable	UMR	\$265,652.79		
	Invoice		Date	Description		Amount			
	6/3/25-6/9/25		06/11/2025	UMR CLAIMS FOR 6/3/25-6/9/25		\$265,652.79			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$265,652.79			
160096	06/13/2025	Open			Accounts Payable	CA SDU	\$1,704.91		
	Invoice		Date	Description		Amount			
	6/7/25PR		06/13/2025	6/7/25PR-CHILD SUPPORT PAYMENT		\$1,704.91			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,704.91			
160097	06/13/2025	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	6/7/25PR		06/13/2025	6/7/25PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,947.00			
160098	06/18/2025	Open			Accounts Payable	ICMA-RC	\$106,590.67		
	Invoice		Date	Description		Amount			
	6/7/25PR		06/18/2025	6/7/25PR-ICMA		\$106,590.67			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$106,590.67			
160099	06/13/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221,893.74		
	Invoice		Date	Description		Amount			
	6/7/25PR		06/13/2025	6/7/25PR-FEDERAL TAXES		\$221,893.74			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$221,893.74			
160100	06/13/2025	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$66,674.70		
	Invoice		Date	Description		Amount			
	6/7/25PR		06/13/2025	6/7/25PR-STATE TAXES		\$66,674.70			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$66,674.70			

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
160101	06/13/2025	Open			Accounts Payable	T A P O	\$6,458.42		
	Invoice		Date	Description			Amount		
	6/7/25PR		06/13/2025	6/7/25PR-TAPO DUES			\$6,458.42		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$6,458.42		
160102	06/13/2025	Open			Accounts Payable	T C E A	\$3,138.75		
	Invoice		Date	Description			Amount		
	6/7/25PR		06/13/2025	6/7/25PR-TCEA DUES			\$3,138.75		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,138.75		
160103	06/13/2025	Open			Accounts Payable	TMAPS	\$200.00		
	Invoice		Date	Description			Amount		
	6/7/25PR		06/13/2025	6/7/25PR-TMAPS DUES			\$200.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$200.00		
160104	06/13/2025	Open			Accounts Payable	T C E A	\$77.50		
	Invoice		Date	Description			Amount		
	6/7/25PR-BENEVOL		06/13/2025	6/7/25PR-TCEA BENEVOLENCE DUES			\$77.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$77.50		
160105	06/16/2025	Open			Accounts Payable	CalPERS	\$353,641.28		
	Invoice		Date	Description			Amount		
	6/7/25PR		06/16/2025	6/7/25PR-CALPERS			\$353,641.28		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$353,641.29		
	110 - General Fund			110.11000 (Cash)			(\$0.01)		
160106	06/18/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,902.40		
	Invoice		Date	Description			Amount		
	BE006608705C		06/18/2025	DELTA DENTAL CLAIMS FOR 6/6/25-6/12/25			\$5,902.40		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5,902.40		
160107	06/18/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$1,122.05		
	Invoice		Date	Description			Amount		
	BE006608705A		06/18/2025	DELTA DENTAL CLAIMS FOR 6/6/25-6/12/25			\$1,122.05		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$1,122.05		
160108	06/18/2025	Open			Accounts Payable	UMR	\$74,760.36		
	Invoice		Date	Description			Amount		
	6/10/25-6/16/25		06/18/2025	UMR CLAIMS FOR 6/10/25-6/16/25			\$74,760.36		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$74,760.36		
160109	06/20/2025	Open			Accounts Payable	UMR	(\$2,262.52)		
	Invoice		Date	Description			Amount		
	MAY25 COBRA REF		06/20/2025	UMR MAY COBRA REFUND			(\$2,262.52)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$2,262.52)		

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
160110	06/20/2025	Open			Accounts Payable	UMR	(\$17,272.91)		
	Invoice		Date	Description		Amount			
	MAY25 RET REF		06/20/2025	UMR MAY 2025 RETIREE REFUND		(\$17,272.91)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$17,272.91)			
160111	06/25/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$1,040.52		
	Invoice		Date	Description		Amount			
	BE006626671A		06/25/2025	DELTA DENTAL CLAIMS FOR 6/13/25-6/19/25		\$1,040.52			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$1,040.52			
160112	06/25/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,473.50		
	Invoice		Date	Description		Amount			
	BE006626671C		06/25/2025	DELTA DENTAL CLAIMS FOR 6/13/25-6/19/25		\$5,473.50			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$5,473.50			
160113	06/25/2025	Open			Accounts Payable	UMR	\$123,499.50		
	Invoice		Date	Description		Amount			
	6/17/25-6/23/25		06/25/2025	UMR CLAIMS FOR 6/17/25-6/23/25		\$123,499.50			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$123,499.50			
160114	06/27/2025	Open			Accounts Payable	CalPERS	\$8,990.00		
	Invoice		Date	Description		Amount			
	SURVIVORS 24/25		06/27/2025	1959 SURVIVOR BENEFIT 7/1/2024-6/30/2025		\$8,990.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$8,990.00			
160115	06/27/2025	Open			Accounts Payable	CA SDU	\$1,704.91		
	Invoice		Date	Description		Amount			
	6/21/25PR		06/27/2025	6/21/25PR-CHILD SUPPORT PAYMENT		\$1,704.91			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,704.91			
160116	06/27/2025	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	6/21/25PR		06/27/2025	6/21/25PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,947.00			
160117	06/30/2025	Open			Accounts Payable	ICMA-RC	\$105,413.62		
	Invoice		Date	Description		Amount			
	6/21/25PR		06/30/2025	6/21/25PR-ICMA		\$105,413.62			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$105,413.62			
160118	06/27/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$252,962.68		
	Invoice		Date	Description		Amount			
	6/21/25PR		06/27/2025	6/21/25PR-FEDERAL TAXES		\$252,962.68			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$252,962.68			

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
160119	06/27/2025	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$79,827.81		
	Invoice		Date	Description		Amount			
	6/21/25PR		06/27/2025	6/21/25PR-STATE TAXES		\$79,827.81			
	Paying Fund			Cash Account		Amount			
160120	104 - Payroll Clearing Fund			104.11000 (Cash)		\$79,827.81			
	06/27/2025	Open			Accounts Payable	T A P O	\$6,398.42		
	Invoice		Date	Description		Amount			
	6/21/25PR		06/27/2025	6/21/25PR-TAPO DUES		\$6,398.42			
160121	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$6,398.42			
	06/27/2025	Open			Accounts Payable	T C E A	\$3,098.25		
	Invoice		Date	Description		Amount			
160122	6/21/25PR		06/27/2025	6/21/25PR-TCEA DUES		\$3,098.25			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,098.25			
	06/27/2025	Open			Accounts Payable	TFRA	\$5,878.32		
160123	Invoice		Date	Description		Amount			
	6/21/25PR		06/27/2025	6/21/25PR-TFRA DUES		\$5,878.32			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$5,878.32			
160124	06/27/2025	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$390.00		
	Invoice		Date	Description		Amount			
	6/21/25PR		06/27/2025	6/21/25PR-FIRE INC DUES		\$390.00			
	Paying Fund			Cash Account		Amount			
160125	104 - Payroll Clearing Fund			104.11000 (Cash)		\$390.00			
	06/27/2025	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$130.00		
	Invoice		Date	Description		Amount			
	6/21/25PR		06/27/2025	6/21/25PR-TURLOCK HEALTH CLUB		\$130.00			
160126	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$130.00			
	06/27/2025	Open			Accounts Payable	T C E A	\$76.50		
	Invoice		Date	Description		Amount			
160127	6/21/25PR-BENEVO		06/27/2025	6/21/25PR-TCEA BENEVOLENCE DUES		\$76.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$76.50			
	06/27/2025	Open			Accounts Payable	UMR	\$411.15		
160128	Invoice		Date	Description		Amount			
	JUL 25 CUSTODIAL		06/27/2025	UMR JULY 2025 CUSTODIAL AND BANKING FEE		\$411.15			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$411.15			
160129	06/27/2025	Open			Accounts Payable	UMR	\$160,973.68		
	Invoice		Date	Description		Amount			
	JUL 25 PREM		06/27/2025	UMR JULY 2025 HEALTH PREMIUMS		\$160,973.68			
	Paying Fund			Cash Account		Amount			
160130	511 - Health Care			511.11000 (Cash)		\$160,973.68			

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
160128	06/30/2025	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	\$18,672.88		
	Invoice		Date	Description		Amount			
	JUL 2025		06/30/2025	LTD AND LIFE INSURANCE - JULY 2025		\$18,672.88			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$18,672.88			
160129	06/30/2025	Open			Accounts Payable	Optum Bank, Inc.	\$22,747.88		
	Invoice		Date	Description		Amount			
	6/7/25PR		06/12/2025	6/7/25PR-HSA EE & ER		\$11,373.94			
	6/21/25PR		06/27/2025	6/21/25PR-HSA EE & ER		\$11,373.94			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$22,747.88			

Type EFT Totals:

47 Transactions

\$2,608,246.97

PR - Payroll Account Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	\$2,608,246.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	47	\$2,608,246.97	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	\$2,608,246.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	47	\$2,608,246.97	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	\$2,608,246.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	47	\$2,608,246.97	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	\$2,608,246.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	47	\$2,608,246.97	\$0.00



INVESTMENT AND CASH REPORT FOR AUGUST 31, 2025

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of AUGUST 31, 2025 totaled the following:

Invested Cash	\$ 309,091,096.62
Demand Deposits	\$ 7,823,583.42
(excludes outstanding items)	
Total Cash and Investments	<u>\$ 316,914,680.04</u>

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

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

COMPLIANCE WITH INVESTMENT POLICY

As of AUGUST 31, 2025, the investment portfolio was in compliance with all elements of the City's Investment Policy.

Prepared by: Jamie Gomes, Accountant III

Jamie Gomes
Signature

09/17/2025
Date Signed

Reviewed and approved as to accuracy by: Michael Abram, City Treasurer

Michael Abram
Signature

09/17/2025
Date Signed

Updated: September 17, 2025

CITY OF TURLOCK

Schedule of Investments - As of August 31, 2025

INVESTMENT DETAIL				Coupon	YIELD	Purchase	Maturity	Market	When
	Cost	Par		Rate		Date	Date		Interest Paid
Local Agency Investment Fund (LAIF)	\$	10,041,053.85	\$	n/a	4.251%	n/a	n/a	\$	Quarterly
Total LAIF	10,041,053.85	10,041,053.85						10,041,053.85	
California Asset Management Program (CAMP)	42,945,458.00	42,945,458.00		n/a	4.400%	n/a	n/a	\$	Monthly
Total CAMP	42,945,458.00	42,945,458.00						42,945,458.00	
DEMAND DEPOSITS:									
West America Bank Daily Receipts (unreconciled)	7,738,855.75	7,738,855.75		n/a	n/a	n/a	n/a	7,738,855.75	monthly
Petty Cash	7,880.00	7,880.00		n/a	n/a	n/a	n/a	7,880.00	n/a
Charles Schwab	76,847.67	76,847.67		n/a	3.950%	n/a	n/a	76,847.67	n/a
Total Demand Deposits	7,823,583.42	7,823,583.42						7,823,583.42	
CERTIFICATES OF DEPOSIT:									
East Boston Savings Bank	MATURED	MATURED		n/a	0.500%	8/14/20	8/14/25	MATURED	Monthly
Enterprise Bank/PA	MATURED	MATURED		n/a	0.500%	8/14/20	8/14/25	MATURED	Monthly
Pony Express Bank	MATURED	MATURED		n/a	0.450%	8/14/20	8/14/25	MATURED	Monthly
First Carolina Bank	MATURED	MATURED		n/a	0.450%	8/20/20	8/20/25	MATURED	Monthly
Oak Valley Community Bank	2,138,739.78	2,138,739.78		n/a	3.560%	9/2/24	9/2/25	2,138,739.78	Maturity
Oak Valley Community Bank	3,172,918.77	3,172,918.77		n/a	3.560%	9/2/24	9/2/25	3,172,918.77	Maturity
Valley Natl Bk Wayne	245,000.00	245,000.00		n/a	4.600%	4/2/24	4/2/27	247,714.60	Monthly
Owen County St Bk Spencer Ind	248,000.00	248,000.00		n/a	5.100%	10/31/23	10/29/27	254,469.33	Monthly
JPMorgan Chase Bank	249,000.00	250,000.00		4.400%	4.488%	3/3/25	1/16/30	249,663.75	Jan & July
Total Certificates of Deposit	6,053,658.55	6,054,658.55						6,063,506.23	
MONEY MARKET AND MUTUAL FUNDS									
WestAmerica Bank-MM	10,725,133.11	10,725,133.11		n/a	4.000%	10/23/23	open	10,725,133.11	monthly
U.S. TREASURIES:									
US Treasury Note	1,961,171.88	2,000,000.00		0.250%	0.724%	6/30/21	8/31/25	2,000,000.00	Feb & Aug
US Treasury Note	1,969,531.25	2,000,000.00		4.250%	5.047%	10/3/23	10/15/25	1,999,843.60	Apr & Oct
US Treasury Note	1,955,000.00	2,000,000.00		0.375%	0.942%	11/10/21	11/30/25	1,981,406.20	May & Nov
US Treasury Note	2,003,400.00	2,000,000.00		4.875%	4.149%	8/29/25	11/30/25	2,002,812.40	May & Nov
US Treasury Note	1,898,750.00	2,000,000.00		2.625%	5.086%	10/19/23	12/31/25	1,989,843.60	Jun & Dec
US Treasury Note	1,999,730.84	2,000,000.00		4.000%	4.024%	8/29/25	2/15/26	1,998,828.00	Feb & Aug
US Treasury Note	1,977,734.38	2,000,000.00		0.750%	1.010%	11/10/21	3/31/26	1,963,281.20	March & Sept
US Treasury Note	1,791,406.25	2,000,000.00		0.750%	3.602%	6/16/22	5/31/26	1,952,812.40	May & Nov
US Treasury Note	978,398.44	1,000,000.00		4.125%	5.001%	10/19/23	6/15/26	3,003,984.30	Jun & Dec
US Treasury Note	1,997,656.25	2,000,000.00		4.125%	4.176%	2/6/24	6/15/26	975,351.50	Jun & Dec
US Treasury Note	970,781.25	1,000,000.00		0.875%	1.564%	2/3/22	6/30/26	2,009,765.60	Jan & July
US Treasury Note	1,982,187.50	2,000,000.00		4.500%	4.843%	10/3/23	7/15/26	1,941,718.60	Jan & July
US Treasury Note	1,918,750.00	2,000,000.00		0.625%	1.565%	2/3/22	7/31/26	1,953,515.60	March & Sept
US Treasury Note	1,845,000.00	2,000,000.00		1.625%	3.590%	6/16/22	9/30/26	2,017,187.40	Apr & Oct
US Treasury Note	2,018,684.38	2,000,000.00		4.625%	4.021%	3/3/25	10/15/26	1,938,750.00	Apr & Oct
US Treasury Note	1,788,671.88	2,000,000.00		1.125%	4.068%	11/29/22	10/31/26	969,179.60	Jan & July
US Treasury Note	897,343.75	1,000,000.00		1.500%	4.924%	10/19/23	1/31/27	1,963,281.20	March & Sept
US Treasury Note	1,858,750.00	2,000,000.00		2.500%	4.717%	10/3/23	3/31/27	1,964,687.40	May & Nov
US Treasury Note	1,859,687.50	2,000,000.00		2.625%	4.735%	10/3/23	5/31/27		

CITY OF TURLOCK

Schedule of Investments - As of August 31, 2025

INVESTMENT DETAIL

	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,985,859.20	Jun & Dec
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	983,437.50	Jan & July
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,098,437.40	Feb & Aug
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	2,020,000.00	March & Sept
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	2,020,625.00	Apr & Oct
US Treasury Note	954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	997,656.20	Jan & July
US Treasury Note	1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	2,018,984.20	Feb & Aug
US Treasury Note	1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,885,390.60	March & Sept
US Treasury Note	1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	1,995,078.00	Apr & Oct
US Treasury Note	1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	2,001,484.20	May & Nov
US Treasury Note	1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,878,437.40	May & Nov
US Treasury Note	1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,715,624.80	Jan & July
US Treasury Note	1,755,078.13	2,000,000.00	1.000%	4.012%	2/6/24	7/31/28		Jan & July
US Treasury Note	1,761,250.00	2,000,000.00	1.125%	4.014%	2/6/24	8/31/28	1,860,781.20	Feb & Aug
US Treasury Note	2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,044,218.60	Feb & Aug
US Treasury Note	2,014,375.00	2,000,000.00	4.625%	4.440%	5/28/24	9/30/28	2,059,531.20	March & Sept
US Treasury Note	2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,075,625.00	Apr & Oct
US Treasury Note	1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,971,250.00	May & Nov
US Treasury Note	501,386.72	500,000.00	4.375%	4.294%	2/5/25	11/30/28	511,718.75	May & Nov
US Treasury Note	1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,861,718.60	Jun & Dec
US Treasury Note	1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	2,025,000.00	Jan & July
US Treasury Note	1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,872,812.40	Feb & Aug
US Treasury Note	1,863,984.38	2,000,000.00	2.625%	4.250%	6/20/24	2/15/29		Feb & Aug
US Treasury Note	1,834,687.50	2,000,000.00	2.375%	4.320%	7/3/24	3/31/29	1,917,500.00	March & Sept
US Treasury Note	1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	2,033,906.20	March & Sept
US Treasury Note	1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,043,750.00	Jun & Dec
US Treasury Note	1,973,281.26	2,000,000.00	4.000%	4.332%	2/10/25	7/31/29	2,026,406.20	Jan & July
US Treasury Note	1,900,011.30	2,000,000.00	3.125%	4.348%	2/10/25	8/31/29	1,962,500.00	Feb & Aug
US Treasury Note	3,947,343.75	4,000,000.00	3.625%	3.968%	6/23/25	8/31/29	3,998,750.00	Feb & Aug
US Treasury Note	1,956,560.00	2,000,000.00	3.875%	4.400%	2/19/25	9/30/29	2,017,656.20	March & Sept
US Treasury Note	6,029,296.86	6,000,000.00	4.125%	4.003%	5/30/25	10/31/29	6,108,750.00	Apr & Oct
US Treasury Note	1,970,500.00	2,000,000.00	4.000%	4.348%	2/10/25	10/31/29	2,027,031.20	Apr & Oct
US Treasury Note	1,958,940.00	2,000,000.00	3.875%	4.352%	2/10/25	11/30/29	2,016,875.00	May & Nov
US Treasury Note	1,947,109.38	2,000,000.00	3.875%	4.473%	1/8/25	12/31/29	4,035,156.00	Jun & Dec
US Treasury Note	1,934,760.00	2,000,000.00	3.875%	4.618%	1/14/25	12/31/29		Jun & Dec
US Treasury Note	1,963,111.78	2,000,000.00	3.500%	3.929%	5/5/25	1/31/30	5,959,218.60	Jan & July
US Treasury Note	3,897,880.00	4,000,000.00	3.500%	4.109%	6/9/25	1/31/30		Jan & July
US Treasury Note	2,002,578.12	2,000,000.00	4.000%	3.968%	7/18/25	2/28/30	2,028,125.00	Feb & Aug
US Treasury Note	1,974,920.00	2,000,000.00	3.625%	3.908%	5/7/25	3/31/30	1,995,468.60	March & Sept
US Treasury Note	5,856,562.50	6,000,000.00	3.500%	4.040%	5/30/25	4/30/30	5,953,125.00	Apr & Oct
US Treasury Note	1,964,977.56	2,000,000.00	3.750%	4.139%	5/22/25	5/31/30	2,005,156.20	May & Nov
US Treasury Note	1,991,718.76	2,000,000.00	3.750%	3.842%	6/30/25	6/30/30	2,005,156.20	
Total U.S. Treasuries	123,288,709.80	127,500,000.00					126,644,449.25	

U.S. AGENCY SECURITIES:

FNMA (Fannie Mae)	MATURED		37.500%	5.000%	6/20/24	8/25/25	MATURED	Feb & Aug
FHLB (Federal Home Loan Bank)		2,062,460.00	1.750%	0.920%	11/10/21	9/12/25		March & Sept
FHLB (Federal Home Loan Bank)		1,994,600.00	4.875%	5.022%	11/13/23	9/12/25		March & Sept

CITY OF TURLOCK

Schedule of Investments - As of August 31, 2025

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FFCB (Federal Farm Credit Bank)	1,992,294.00	2,000,000.00	1.440%	1.540%	2/3/22	1/27/26	1,978,958.00	Jan & July
FFCB (Federal Farm Credit Bank)	2,000,000.00	2,000,000.00	1.560%	1.560%	2/3/22	2/3/26	1,979,260.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,988,990.00	2,000,000.00	4.875%	5.112%	10/19/23	4/20/26	2,010,252.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,987,672.00	2,000,000.00	4.375%	4.700%	6/20/24	6/23/26	2,006,096.00	June & Dec
FFCB (Federal Farm Credit Bank)	957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	968,783.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,004,300.00	1,000,000.00	4.875%	4.664%	7/3/24	8/28/26	1,008,961.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,344,629.43	2,358,000.00	4.750%	4.960%	10/3/23	9/1/26	2,377,380.40	March & Sept
FFCB (Federal Farm Credit Bank)	2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,983,263.00	Apr & Oct
FHLB (Federal Home Loan Bank)	1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/1/26	985,216.00	June & Dec
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	967,975.00	June & Dec
FHLB (Federal Home Loan Bank)	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,975,142.00	Feb & Aug
TVA (Tennessee Valley Authority)	2,003,580.00	2,000,000.00	4.500%	4.435%	3/28/24	3/26/27	2,021,516.00	March & Sept
FFCB (Federal Farm Credit Bank)	1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,971,420.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,999,930.00	2,000,000.00	4.500%	4.500%	6/20/24	5/20/27	2,024,124.00	May & Nov
FHLB (Federal Home Loan Bank)	1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/1/27	2,012,852.00	June & Dec
FHLB (Federal Home Loan Bank)	500,050.00	500,000.00	4.500%	4.494%	3/3/25	7/30/27	1,000,024.00	Jan & July
FHLB (Federal Home Loan Bank)	500,050.00	500,000.00	4.500%	4.494%	3/3/25	7/30/27	1,000,024.00	Jan & July
FFCB (Federal Farm Credit Bank)	1,996,124.00	2,000,000.00	4.625%	4.679%	11/15/23	11/15/27	2,040,106.00	May & Nov
FHLB (Federal Home Loan Bank)	1,818,046.00	2,000,000.00	2.500%	4.956%	10/19/23	12/10/27	1,949,516.00	June & Dec
FHLB (Federal Home Loan Bank)	1,986,000.00	2,000,000.00	4.250%	4.471%	7/3/24	12/10/27	2,025,118.00	June & Dec
FHLB (Federal Home Loan Bank)	1,878,638.00	2,000,000.00	3.250%	4.708%	10/3/23	6/9/28	3,956,340.00	June & Dec
FHLB (Federal Home Loan Bank)	1,916,302.00	2,000,000.00	3.250%	4.420%	7/3/24	6/9/28	3,956,340.00	June & Dec
FHLB (Federal Home Loan Bank)	3,000,000.00	3,000,000.00	4.000%	4.000%	8/14/25	8/14/28	2,999,154.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	3,000,000.00	3,000,000.00	4.070%	4.069%	8/29/25	8/21/28	2,994,957.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,005,680.00	2,000,000.00	4.625%	4.818%	3/3/25	11/6/28	2,057,838.00	May & Nov
FFCB (Federal Farm Credit Bank)	500,125.00	500,000.00	4.690%	4.561%	11/13/23	11/13/28	2,057,838.00	May & Nov
FFCB (Federal Farm Credit Bank)	500,125.00	500,000.00	4.690%	4.682%	3/3/25	2/13/29	1,501,816.50	Feb & Aug
FFCB (Federal Farm Credit Bank)	500,125.00	500,000.00	4.690%	4.682%	3/3/25	2/13/29	1,501,816.50	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,026,700.00	2,000,000.00	4.750%	4.682%	3/3/25	2/13/29	2,071,846.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	2,159,700.00	2,000,000.00	6.250%	4.444%	5/28/24	4/30/29	4,352,468.00	May & Nov
FNMA (Fannie Mae)	2,174,240.00	2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	4,352,468.00	May & Nov
FNMA (Fannie Mae)	2,031,170.00	2,000,000.00	4.625%	4.271%	6/20/24	5/15/29	2,064,344.00	June & Dec
FHLB (Federal Home Loan Bank)	501,320.00	500,000.00	4.920%	4.926%	5/30/25	6/8/29	501,298.50	May & Nov
FFCB (Federal Farm Credit Bank)	2,002,750.00	2,000,000.00	4.750%	4.688%	3/3/25	11/27/29	501,298.50	Jan & July
FHLB (Federal Home Loan Bank)	501,425.00	500,000.00	4.900%	4.688%	3/3/25	1/28/30	2,003,364.00	Jan & July
FHLB (Federal Home Loan Bank)	1,398,250.00	500,000.00	4.900%	4.865%	5/30/25	2/11/30	2,003,364.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,001,584.00	2,000,000.00	4.950%	4.885%	3/3/25	2/26/30	501,128.00	Feb & Aug
FHLB (Federal Home Loan Bank)	2,002,750.00	2,000,000.00	4.470%	4.465%	7/18/25	3/5/30	1,406,202.07	March & Sept
FHLB (Federal Home Loan Bank)	2,002,750.00	2,000,000.00	4.500%	4.480%	7/21/25	5/23/30	2,006,692.00	May & Nov
FHLB (Federal Home Loan Bank)	2,002,750.00	2,000,000.00	4.320%	4.480%	7/21/25	5/23/30	2,006,692.00	May & Nov
Total U.S. Agencies	68,052,376.43	68,256,000.00		4.288%	7/21/25	7/1/30	68,710,240.47	Jan & July
CORPORATE NOTES/BONDS								
Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,985,346.00	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,967,898.00	May & Nov
Stanford University	483,500.00	500,000.00	3.089%	3.975%	4/7/25	5/1/29	489,596.00	May & Nov
Walmart Inc	480,800.00	500,000.00	3.250%	4.225%	3/3/25	7/8/29	489,839.00	Jan & July
Apple Inc	457,305.00	500,000.00	2.200%	4.298%	3/3/25	9/11/29	935,979.00	March & Sept

CITY OF TURLOCK

Schedule of Investments - As of August 31, 2025

INVESTMENT DETAIL									
	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid	
Apple Inc	462,565.00	500,000.00	2.200%	4.064%	4/7/25	9/11/29		March & Sept	
State Street Bank	508,360.00	500,000.00	4.782%	4.354%	7/18/25	11/23/29	513,439.00	May & Nov	
Johnson & Johnson	203,038.00	200,000.00	4.700%	4.358%	3/3/25	3/1/30	1,543,789.50	March & Sept	
Johnson & Johnson	507,245.00	500,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept	
Johnson & Johnson	304,375.00	300,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept	
Johnson & Johnson	512,700.00	500,000.00	4.700%	4.121%	4/7/25	3/1/30		March & Sept	
Berkshire Hathaway	445,150.00	500,000.00	1.850%	4.333%	3/28/25	3/12/30	911,592.00	March & Sept	
Berkshire Hathaway	450,355.00	500,000.00	1.850%	4.094%	4/7/25	3/12/30		March & Sept	
President & Fellows	2,044,490.00	2,000,000.00	4.887%	4.374%	5/7/25	3/15/30	2,064,140.00	March & Sept	
Visa Inc.	450,190.00	500,000.00	2.050%	4.368%	6/23/25	4/15/30	916,117.00	Apr & Oct	
Visa Inc.	452,260.00	500,000.00	2.050%	4.297%	7/18/25	4/15/30		Apr & Oct	
Yale University	1,738,810.00	2,000,000.00	1.482%	4.422%	4/15/25	4/15/30	1,783,266.00		
Walmart Inc	500,840.00	500,000.00	4.350%	4.311%	5/30/25	4/28/30	507,461.00	Apr & Oct	
BlackRock, Inc.	457,665.00	500,000.00	2.400%	4.355%	6/24/25	4/30/30	928,927.00	Apr & Oct	
BlackRock, Inc.	459,625.00	500,000.00	2.400%	4.266%	6/30/25	4/30/30		Apr & Oct	
Chevron	452,255.00	500,000.00	2.236%	4.432%	6/23/25	5/11/30	921,808.00	May & Nov	
Chevron	453,650.00	500,000.00	2.236%	4.393%	7/18/25	5/11/30		May & Nov	
Alphabet Inc	494,545.00	500,000.00	4.000%	4.245%	5/30/25	5/15/30	503,170.50	May & Nov	
Total Corporate Notes/Bonds	16,155,795.00	17,000,000.00					16,462,368.00		
HELD WITH TRUSTEE									
Money Market - US Bank - Roads Bond	21,770,469.49	21,770,469.49	n/a	3.760%	1/31/25	open	21,770,469.49	monthly	
US Treasury Note - US Bank - Roads Bond	10,058,442.39	10,000,000.00	4.500%	4.480%	7/30/25	7/15/26	10,048,800.00	Jan & July	
Total Held with Trustee	31,828,911.88	31,770,469.49					31,819,269.49		
TOTAL INVESTMENTS									
	\$ 309,091,096.62	\$ 314,292,773.00					\$ 313,411,478.40		
TOTAL INVESTMENTS AND DEMAND DEPOSITS									
	316,914,680.04	322,116,356.42					321,235,061.82		

Note: Market values are as stated by Charles Schwab Investment statements.

City Council Meeting Minutes



September 9, 2025

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

1. CALL TO ORDER

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

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 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

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

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

Animal Services Supervisor Katherine Walthrop presented Comet, a crossbreed of Dutch-Shepard and Belgian Malinois, who is currently available for adoption.

6. PUBLIC PARTICIPATION

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

John Gabelon
Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

7. CITY MANAGER REPORTS/UPDATES

**CITY OF TURLOCK
CITY COUNCIL
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Tuesday, September 9, 2025**

A. Monthly Department Reports

Interim City Manager Sue Borrego provided a verbal update regarding City departments and addressed the housing element.

8. **CONSENT CALENDAR**

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

Action: Approved Motion

- B. Accepting the Minutes of the August 26, 2025 Regular City Council Meeting

Action: Approved Motion

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

Action: Approved Motion

- 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)

Action: Approved Resolution No. 2025-174 Awarding a 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"

- 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)

Action:

Approved 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

**CITY OF TURLOCK
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410 "Water Quality Control"

Approved Resolution No. 2025-175 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

- F. Approving the purchase of five Ford Police Interceptor Utility Vehicles from Downtown Ford for a total amount not to exceed \$319,381.16 (Municipal Services)

Action: Approved 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

- G. Approving the purchase of four Agricultural Mower Tractors from Garton Tractor for a total amount not to exceed \$161,794.92 (Municipal Services)

Action: Approved 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

- 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)

Action:

Approved Resolution No. 2025-176 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

Approved 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

- 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)

Action: Approved 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

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- 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)

Action: Approved 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

- 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)

Action: Approved Motion: Approving the purchase of one (1) 25-yard rear loader packer truck from Haaker Refuse pursuant to the Sourcwell 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

- 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)

Action: Approved Resolution No. 2025-177 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

9. FINAL READINGS

None

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)

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

Motioned to continue to September 23, 2025, 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

11. ACTION ITEMS

**CITY OF TURLOCK
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- 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)

City Engineer Bill Morris introduced the item.

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

Motioned to award a bid and approve 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" and adopt a resolution to 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 by Councilmember Bixel, 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 Motion
Approved Resolution No. 2025-178

- B. Rejecting all bids submitted for the project renovations at the Senior Center and Marty Yerby Recreational Facility (Municipal Services)

City Engineer Bill Morris introduced the item.

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

Motioned to reject all bids submitted for City Project No. 24-036 "Renovations at Senior Center and Marty Yerby Recreational Facility" 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

Action: Approved Motion

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

Councilmember Abram inquired about the status of the remaining funds allocated through the America Rescue Plan Act (ARPA) in relation to the existing Memorandums of Understanding (MOUs), and initiated a discussion about whether there's interest in using those funds for a new

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program.

Councilmember Bixel thanked Pastor Woods for offering the opening prayers, acknowledging it's significance.

Vice Mayor Monez stated the City issued 46 new business licenses last month, and welcomed Burlington Coat Factory. Monez also proposed a future agenda item regarding a plan to annex the airport into the City of Turlock.

Councilmember Phillips stated a reminder of the upcoming 3rd Annual Dinner Fundraiser hosted by the Turlock S.W.A.T. Association, scheduled on September 13, 2025. She also mentioned the Turlock Chamber of Commerce is holding their September mixer on September 16, 2025.

Mayor Bublak acknowledged the passing of Donna Pierce and stated that Donna was a big part of the University of California, Stanislaus and of the community.

13. CLOSED SESSION

None

14. REPORTS FROM CLOSED SESSION

None

15. ADJOURNMENT

Mayor Bublak adjourned the meeting at 6:23 PM.

Respectfully Submitted,

Kelly Renteria, Deputy City Clerk

City Council Staff Report

September 23, 2025



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

1. ACTION RECOMMENDED:

That the City Council waive the reading of the title and text of all ordinances included in the agenda.

2. DISCUSSION OF ISSUE:

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. BASIS OF RECOMMENDATION:

None

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

None

8. ALTERNATIVES:

None

9. ATTACHMENTS:

None

City Council Staff Report

September 23, 2025



From: Isaac Moreno, Finance Director
Prepared by: Ricardo Orozco, Accountant I
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the release of unclaimed checks pursuant to California Government Code Sections 50050 and 50053 to the City of Turlock

2. NARRATIVE:

Section 50050 of the California Government Code outlines the process for the notification process of the unclaimed checks and Section 50052 of the California Government Code describes the claiming process by a party of interest.

Section 50053 of the California Government Code allows for unclaimed checks held over three (3) years to become the property of the local agency after notice if not claimed or if no verified complaint is filed and served.

On November 23, 2004, the City of Turlock adopted a policy for the disposition of unclaimed checks in accordance with California Government Code Sections 50050-50056. The unclaimed check policy is established to provide the proper mechanisms to take possession of long standing unclaimed checks in accordance with government statutes and to ensure the propriety of the related accounting transactions. Staff has followed the process and therefore the money becomes the property of the City.

Staff has reviewed all outstanding checks and have determined that the checks summarized in Attachment 1 meet the criteria defined in the unclaimed check policy. A public notice was published in the Turlock Journal on December 18, 2024 and December 23, 2024.

3. FISCAL IMPACT / BUDGET AMENDMENT:

\$9,509.47 increase revenue in XXX-XX-XXX.37050 "Unclaimed Property" in the funds upon which the original check was drawn (as detailed in Attachment 1).

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. List of Unclaimed Checks

Attachment 1

CITY OF TURLOCK - UNCLAIMED CHECKS					
Check Number	Check Date	Account Type	Payee	Amount	Fund
115641	03/29/2018	Accounts Payable	Bravo - Valladolid, Aristeo & Laura	\$ 61.65	255
115676	04/04/2018	Utility Management Refund	RODARTE, DANNIEL	\$ 174.74	420
116037	04/26/2018	Accounts Payable	Cooke, Michael	\$ 30.00	420
116516	05/31/2018	Accounts Payable	SMITH, PHILIP	\$ 85.00	405
116538	06/05/2018	Utility Management Refund	WALTZ, VERNON, A	\$ 50.00	110 & 420
117102	07/16/2018	Utility Management Refund	GILL, HARDEEP	\$ 147.81	420
117807	09/04/2018	Utility Management Refund	WILLIS, CHARLES	\$ 29.32	420
118334	10/16/2018	Utility Management Refund	ROLAND, DARRIUS	\$ 162.45	420
118428	10/23/2018	Utility Management Refund	WATKINS, ELIZABETH	\$ 242.66	420
118503	10/29/2018	Utility Management Refund	MORELAND, BENJAMIN	\$ 52.61	420
118505	10/29/2018	Utility Management Refund	SERPA, CHASEN	\$ 79.92	420
118977	12/04/2018	Utility Management Refund	NOPPE JR, DOUGLAS, S	\$ 20.55	420
119372	01/15/2019	Utility Management Refund	COCKRUM, MICHAEL	\$ 65.22	420
119380	01/15/2019	Utility Management Refund	LEE, CARRIANNA	\$ 79.62	420
119384	01/15/2019	Utility Management Refund	RANDHAWA, PRABHJOT	\$ 263.51	420
119989	02/21/2019	Accounts Payable	Hernandez, Juan, Carlos	\$ 22.20	255 & 256
121073	05/20/2019	Utility Management Refund	FICK, PERRY	\$ 105.34	420
121204	05/30/2019	Accounts Payable	BRANNON & SONS	\$ 90.40	405
121502	06/21/2019	Utility Management Refund	OLIVEIRA ENTERPRISES	\$ 272.42	420
121516	06/26/2019	Utility Management Refund	OCHOA, LUIS	\$ 60.48	420
121750	07/15/2019	Utility Management Refund	BIG VILLAGE ASSOCIATES LLC	\$ 20.34	420
121751	07/15/2019	Utility Management Refund	CANTELLAY, JOSEPH	\$ 46.49	420
121918	07/30/2019	Utility Management Refund	ERVIN, ROBERT, WOODROW	\$ 279.00	110,410,420
122657	09/26/2019	Accounts Payable	MODESTO POLICE DEPARTMENT	\$ 300.00	110
122903	10/14/2019	Utility Management Refund	DICK, KAREN	\$ 185.18	420
123003	10/21/2019	Utility Management Refund	SINGH, GURPREET	\$ 268.54	420
123234	11/12/2019	Utility Management Refund	GRIMES, DESTINY	\$ 143.29	420
123434	11/25/2019	Utility Management Refund	ESPINOLA, MARIA	\$ 113.14	420
123663	12/13/2019	Utility Management Refund	FISHER, ED	\$ 62.85	420
123675	12/16/2019	Utility Management Refund	CROCKER-SMITH, LILLYE	\$ 144.54	420
123888	01/14/2020	Utility Management Refund	GUTIERREZ, EDGAR	\$ 121.69	420
124003	01/16/2020	Accounts Payable	BRINDEIRO, ROSA	\$ 100.00	110
124131	01/28/2020	Utility Management Refund	POE, STANLEY	\$ 216.75	420
124308	02/06/2020	Accounts Payable	NOSRATI, ANDREW	\$ 51.61	110
125024	04/02/2020	Accounts Payable	YAGI, SHERI	\$ 105.00	110
125225	04/28/2020	Utility Management Refund	NICHOLAS, ADAM	\$ 159.52	110 & 420
125290	04/30/2020	Accounts Payable	PACKNIT, AUSTIN	\$ 1,103.65	110
125621	06/02/2020	Utility Management Refund	MARTINEZ, BIANCA	\$ 115.23	420
125672	06/08/2020	Utility Management Refund	ALEXANDER, KORI	\$ 18.19	420
125674	06/08/2020	Utility Management Refund	DEAN, DEVON	\$ 36.26	420
125962	06/29/2020	Utility Management Refund	BENJAMIN, MIKHAEL	\$ 19.93	420
126249	07/27/2020	Utility Management Refund	PADILLA, LEONEL	\$ 136.73	420
126469	08/13/2020	Accounts Payable	ESCALANTE, PATRICIA	\$ 36.00	203
126485	08/17/2020	Utility Management Refund	GILES, ROBERT	\$ 28.07	420
126491	08/20/2020	Accounts Payable	AMERICAN CANCER SOCIETY	\$ 248.00	104
126492	08/20/2020	Accounts Payable	AMERICAN RED CROSS	\$ 132.00	104
126586	08/24/2020	Utility Management Refund	LORENZ, PETER	\$ 115.44	420
126833	09/17/2020	Accounts Payable	BELVINS, TRISHA	\$ 80.50	110
126834	09/17/2020	Accounts Payable	BLEVINS, TRISHA	\$ 80.50	110
127049	10/01/2020	Accounts Payable	PATEL, USHA	\$ 80.50	110
127248	10/19/2020	Utility Management Refund	LINDSTAEDT, JASON	\$ 101.56	420
127329	10/27/2020	Utility Management Refund	YONAN, JAMES, B	\$ 290.60	420
127649	11/23/2020	Utility Management Refund	TOMPKINS, THOMAS	\$ 38.07	420
127875	12/14/2020	Utility Management Refund	TOLLEFSON, LES	\$ 215.30	420
128201	01/05/2021	Miscellaneous Billing Refund	VARGAS, DAVID	\$ 20.00	998
128219	01/06/2021	Utility Management Refund	SINGH, HARMANPREET	\$ 275.52	420
128861	03/01/2021	Utility Management Refund	GARCIA-SOSA, ROSA	\$ 22.80	420
129038	03/16/2021	Utility Management Refund	DEMINSKY, KATELYN	\$ 344.48	420
129218	03/25/2021	Accounts Payable	CHERRY TREE VILLAGE PARTNERS, I	\$ 1,095.84	255 & 625
129384	04/08/2021	Accounts Payable	Dominguez-Villegas, Tom	\$ 55.93	257
129660	05/04/2021	Utility Management Refund	BARRERA, LUIS	\$ 200.49	420
129662	05/04/2021	Utility Management Refund	GALT, MICHAEL	\$ 54.04	420
129931	05/20/2021	Accounts Payable	CALDERON, MONICA	\$ 75.00	110
129943	05/20/2021	Accounts Payable	GAYTAN, LISA	\$ 75.00	110
GRAND TOTAL				\$ 9,509.47	

City Council Staff Report

September 23, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Fred Pezeshk, P.E., Roads Program Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 23-068 “Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects” (Bid Package 1) and authorizing the City Engineer to file a Notice of Completion

2. NARRATIVE:

On February 11, 2025, the City Council approved an agreement between the City of Turlock and United Pavement Maintenance, Inc., of Hughson, California, in the amount of \$1,670,859.13 and a contingency amount of \$167,000.00 for the construction of City Project No. 23-068 “Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects” (Bid Package 1).

Bid Package 1 provided for the rehabilitation of the following street sections:

City Project No. 23-068 Bid Package 1				
Street Name	From	To	Length (ft)	District
Donnelly Park Dr.	W. Hawkeye Ave.	Pedras Rd.	1,289.00	4
De Pauw Dr.	Valparaiso Dr.	Donnelly Park Dr.	682.00	4
Wabash Dr.	Valparaiso Dr.	Donnelly Park Dr.	669.00	4
Earlham Dr.	Valparaiso Dr.	Donnelly Park Dr.	676.00	4
Valparaiso Dr.	Earlham Dr.	De Pauw Dr.	518.00	4
Meadowlark Dr.	E. Tuolumne Rd.	N. Olive Ave.	1,204.00	3
Total Length			5,038.00	

The work consisted, in general, of full-depth reclamation of existing base, paving a new Hot Mix Asphalt pavement section, curb and gutter reconstruction, ADA ramp construction, adjustment of valve and manhole covers to grade, striping, and traffic control.

Subsequent to the approval of the agreement, several Contract Change Orders (CCOs) were approved in accordance with Resolution 2025-007 which authorizes the Director to approve change orders up to 50% of the approved change order contingency and, also, authorizes the Director and City Manager to jointly approve change orders up to 100% of the approved change order contingency. A summary of the approved CCOs is attached.

	Amount	% of Original Contract	Approval Date
Original Contract	\$ 1,670,859.13	-	February 11, 2025
CCO Net Amount	(\$25,314.90)	(1.52)	September 4, 2025
Adjusted Total Contract	\$ 1,645,544.23		

Construction has been completed per the approved project plans and specifications. Contractor has now submitted all the required documentation and has agreed with the final quantities. Staff requests City Council approval to authorize the City Engineer to file a Notice of Completion. California Civil Code Section 9204 allows a public entity to record a Notice of Completion as signed and verified by its agent.

The Notice of Completion will establish September 23, 2025 as the official date of project completion and effectively limit the contractor's statutory time to file a claim on the project.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The final cost impact of the construction contract with United Pavement Maintenance, Inc. is \$1,645,544.23 and will be funded by Fund 218 "Measure L", account number 218-40-461.51270.

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

4. ENVIRONMENTAL DETERMINATION:

On February 11, 2025, the City Council determined that this project was exempt from California Environmental Quality Act (CEQA) per Section 15301 (Existing Facilities) as this project involved negligible or no expansion of use of the existing facilities, and specifically no additional automobile lanes would be created by this project. The proposed action does not modify that determination; therefore, no additional determination is needed.

5. ATTACHMENTS:

1. Draft Notice of Completion (NOC)
2. 23-068 BP1 NOC Final Quantities

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 23-068 BID PACKAGE 1
ROADS PROGRAM CIP**

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on September 23, 2025. The contractor of work is United Pavement Maintenance, Inc., 7017 Hughson Avenue, Hughson, California, 95326 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly, refer to said Project Number on all communications relating to this work.

Date: _____

(Signature - William D. Morris, PE, PLS; City Engineer;
Owner's Agent) City of Turlock

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

William D. Morris, P.E., PLS
CITY ENGINEER
OWNER'S AGENT

Executed on _____, 2025 at Turlock, California, Stanislaus County

CITY OF TURLOCK

FINAL QUANTITIES

Project No. 23-068 BP1

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	\$48,906.13	1.00	\$48,906.13	1.00	\$48,906.13	\$0.00
2	Remove and Replace Monument	EA	\$1,259.11	6.00	\$7,554.66	6.00	\$7,554.66	\$0.00
3	Traffic Control	LS	\$55,719.36	1.00	\$55,719.36	1.00	\$55,719.36	\$0.00
4	Portable Changeable Message Sign	EA	\$1,502.32	4.00	\$6,009.28	4.00	\$6,009.28	\$0.00
5	Construction Funding Signs	EA	\$1,620.00	4.00	\$6,480.00	4.00	\$6,480.00	\$0.00
6	Jobsite Management	LS	\$16,329.60	1.00	\$16,329.60	1.00	\$16,329.60	\$0.00
7	SWPPP - Preparation and Implementation	LS	\$19,483.20	1.00	\$19,483.20	1.00	\$19,483.20	\$0.00
8	Erosion and Dust Control BMPs	LS	\$6,531.84	1.00	\$6,531.84	1.00	\$6,531.84	\$0.00
9	Construction Staking	LS	\$19,116.00	1.00	\$19,116.00	1.00	\$19,116.00	\$0.00
10	Pothole Existing Utilities	LS	\$13,063.68	1.00	\$13,063.68	1.00	\$13,063.68	\$0.00
11	Video Sewer and Storm Drain	LS	\$127,872.00	1.00	\$127,872.00	1.00	\$127,872.00	\$0.00
12	Clearing and Grubbing	LS	\$15,206.40	1.00	\$15,206.40	1.00	\$15,206.40	\$0.00
13	Roadway Excavation (F)	CY	\$84.83	75.00	\$6,362.25	77.00	\$6,531.91	-\$169.66
14	Cold Plane Asphalt Concrete Pavement	SY	\$6.15	20175.45	\$124,079.02	20164.00	\$124,008.60	\$70.42
15	Remove Concrete Curb	LF	\$4.86	943.00	\$4,582.98	1046.00	\$5,083.56	-\$500.58
16	Remove Concrete Flatwork	SF	\$2.94	6304.80	\$18,536.11	3955.00	\$11,627.70	\$6,908.41
17	Remove Catch Basin	EA	\$2,419.20	2.00	\$4,838.40	3.00	\$7,257.60	-\$2,419.20
18	Remove Pipe	LF	\$71.28	0.00	\$0.00	56.00	\$3,991.68	-\$3,991.68
19	HMA (Type A)	TON	\$119.96	4,320.94	\$518,339.96	4,427.00	\$531,062.92	-\$12,722.96
20	Full depth Reclamation-Cement	SY	\$10.46	20121.14	\$210,467.12	20308.00	\$212,421.68	-\$1,954.56
21	Cement (Full-Depth Reclamation-Cement)	TON	\$216.00	362.45	\$78,289.20	333.00	\$71,928.00	\$6,361.20
22	Mix Design (Full-Depth Reclamation-Cement)	LS	\$29,160.00	1.00	\$29,160.00	1.00	\$29,160.00	\$0.00
23	Minor Concrete (Curb Ramp)	SF	\$33.75	1344.00	\$45,360.00	1,458.00	\$49,207.50	-\$3,847.50
24	Minor Concrete (Curb and Gutter)	LF	\$43.13	959.00	\$41,361.67	1128.00	\$48,650.64	-\$7,288.97
25	Minor Concrete (Sidewalk)	SF	\$14.10	3229.50	\$45,535.95	1732.00	\$24,421.20	\$21,114.75
26	Minor Concrete (Driveway)	SF	\$42.36	771.00	\$32,659.56	1178.00	\$49,900.08	-\$17,240.52
27	Minor Concrete (Alley Approach)	SF	\$36.75	853.00	\$31,347.75	863.00	\$31,715.25	-\$367.50
28	Minor Concrete (Valley Gutter)	SF	\$16.06	1,148.00	\$18,436.88	1,179.00	\$18,934.74	-\$497.86
29	Install Catch Basin	EA	\$6,370.56	2.00	\$12,741.12	3.00	\$19,111.68	-\$6,370.56
30	Install 18" Pipe	LF	\$229.82	0.00	\$0.00	60.00	\$13,789.20	-\$13,789.20
31	Detectable Warning Surface	SF	\$26.61	150.00	\$3,991.50	150.00	\$3,991.50	\$0.00
32	Adjust MH to Finished Grade	EA	\$4,082.40	10.00	\$40,824.00	5.00	\$20,412.00	\$20,412.00
33	Adjust Valve to Finished Grade	EA	\$177.50	21.00	\$3,727.50	23.00	\$4,082.50	-\$355.00
34	Relocate Water Meter	EA	\$3,507.84	0.00	\$0.00	1.00	\$3,507.84	-\$3,507.84
35	Remove Roadside Sign	EA	\$162.00	0.00	\$0.00	5.00	\$810.00	-\$810.00
36	Relocate Roadside Sign	EA	\$378.00	0.00	\$0.00	1.00	\$378.00	-\$378.00
37	Install Roadside Sign	EA	\$486.00	4.00	\$1,944.00	5.00	\$2,430.00	-\$486.00
38	Thermoplastic Traffic Stripe	LF	\$4.32	2548.00	\$11,007.36	2483.00	\$10,726.56	\$280.80
39	Thermoplastic Pavement Marking	SF	\$12.96	1414.00	\$18,325.44	1809.00	\$23,444.64	-\$5,119.20
	SUB-TOTAL CONTRACT ITEMS				\$1,644,189.93		\$1,670,859.13	-\$26,669.20
CCO #	CHANGE ORDERS (NOT INCLUDING ITEM INCREASE/DECREASE)							
1	Misc Concrete Improv Changes	N/A						
2	Delete Storm Drain Replacement	N/A						
3	Delete DI & C&G Replacement on Hawkeye	LS	-\$1,300.00	1.00	-\$1,300.00			-\$1,300.00
4	Slurry Cap Shallow Gas Service on Meadowlark	FA	\$5,000.00	1.00	\$5,000.00			\$5,000.00
5	Conc Cap Storm Drain on Donnelly	FA	\$7,000.00	1.00	\$7,000.00			\$7,000.00
6	HMA Price Index Fluctuation Adjustments	LS	-\$3,469.25	1.00	-\$3,469.25			-\$3,469.25
7	Extended Guaranty for Rejected HMA	LS	\$0.00	1.00	\$0.00			\$0.00
8	Balancing Change Order	LS	-\$5,876.45	1.00	-\$5,876.45			-\$5,876.45
	SUB-TOTAL CHANGE ORDER ITEMS				\$1,354.30			\$1,354.30
	TOTAL PROJECT				\$1,645,544.23		\$1,670,859.13	-\$25,314.90

City Council Staff Report

September 23, 2025



From: Christopher Fisher, Municipal Services Director
 Prepared by: Fred Pezeshk, P.E., Roads Program Manager
 Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 23-032 "Provost & Pritchard Task Order No. 1 for Roads Program CIP Projects" and authorizing the City Engineer to file a Notice of Completion

2. NARRATIVE:

On May 14, 2024, the City Council approved an agreement between the City of Turlock and United Pavement Maintenance, Inc., of Hughson, California, in the amount of \$4,408,821.45 and a contingency amount of \$440,000.00 for the construction of City Project No. 23-032 "Provost & Pritchard Task Order No. 1 for Roads Program CIP Projects".

City Project No. 23-032 provided for the rehabilitation of the following street sections:

City Project No. 23-032				
Street Name	From	To	Length (ft)	District
Lincoln Ave.	Geer Rd.	Monroe Ave.	584.00	1
Monroe Avenue	N. Center St.	Palm St.	771.00	1
Wolfe Ave.	N. Center St.	E. Canal Dr.	1,476.00	1
N. Thor St.	Wolfe Ave.	E. Canal Dr.	889.00	1
N. Center St.	E. Main St.	Monroe Ave.	1,446.00	1
Myrtle St.	Bell St.	N. Berkeley Ave.	1,299.00	1
Colorado Ave.	E. Marshall St.	E. Canal Dr.	1,384.00	1
S. Broadway Ave.	B St.	D St.	915.00	2
Total Length			8,764.00	

The work consisted, in general, of full-depth reclamation, paving a new Hot Mix Asphalt pavement section, curb and gutter reconstruction, ADA ramp construction, adjustment of valve and manhole covers to grade, striping, and traffic control.

Subsequent to the approval of the agreement, several Contract Change Orders (CCOs) were approved in accordance with Resolution 2025-007 which authorizes the Director to approve change orders up to 50% of the approved change order contingency and, also, authorizes the Director and City Manager to jointly approve change orders up to 100% of the approved change order contingency. A summary of the approved CCOs is attached.

	Amount	% of Original Contract	Approval Date
Original Contract	\$ 4,408,821.45	-	May 14, 2024

CCO Net Amount	(\$32,387.57)	(0.73)	August 11, 2025
Adjusted Total Contract	\$ 4,376,433.88		

Construction has been completed per the approved project plans and specifications. Contractor has now submitted all the required documentation and has agreed with the final quantities. Staff requests City Council approval to authorize the City Engineer to file a Notice of Completion. California Civil Code Section 9204 allows a public entity to record a Notice of Completion as signed and verified by its agent.

The Notice of Completion will establish September 23, 2025 as the official date of project completion and effectively limit the contractor's statutory time to file a claim on the project.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The final cost impact of the construction contract with United Pavement Maintenance, Inc. is \$4,376,433.88 and will be funded by Fund 115 "Measure A – Roads," account number 115-10-115-51270 "Construction Project." Sufficient funds are available in Fund 115.

4. ENVIRONMENTAL DETERMINATION:

On May 14, 2024, the City Council determined that this project was exempt from California Environmental Quality Act (CEQA) per Section 15301 (Existing Facilities) as this project involved negligible or no expansion of use of the existing facilities, and specifically, no additional automobile lanes would be created by this project. The proposed action does not modify that determination; therefore, no additional determination is needed.

5. ATTACHMENTS:

1. Draft Notice of Completion (NOC)
2. 23-032 CCO Summary
3. 23-032 NOC Final Quantities

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 23-032
ROADS PROGRAM CIP**

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on September 23, 2025. The contractor of work is United Pavement Maintenance, Inc., 7017 Hughson Avenue, Hughson, California, 95326 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly, refer to said Project Number on all communications relating to this work.

Date: _____

(Signature - William D. Morris, PE, PLS; City Engineer;
Owner's Agent) City of Turlock

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

William D. Morris, P.E., PLS
CITY ENGINEER
OWNER'S AGENT

Executed on _____, 2025 at Turlock, California, Stanislaus County

CONTRACT CHANGE ORDER SUMMARY

City Project 23-032

CCO No.	CCO Description	Item Increase or Decrease	Force Account Amount	CCO Amount	Cumulative Total	Percent of Contingency	Approved By
1	Full Depth HMA in Lieu of FDR-C	-\$86,529.00	\$253,230.24	\$166,701.24	\$166,701.24	37.89%	Director
2	Pedestrian Warning Signs (Item Change)	-\$36,176.00	\$0.00	-\$36,176.00	\$130,525.24	29.66%	Director
3	Center St Storm Drain Revisions	-\$82,887.50	\$159,533.25	\$76,645.75	\$207,170.99	47.08%	Director
4	FDR-C on Myrtle Ave	\$40,592.00	\$14,259.00	\$54,851.00	\$262,021.99	59.55%	Director & CM
5	Additional Surveying	\$0.00	\$21,290.64	\$21,290.64	\$283,312.63	64.39%	Director & CM
6	Additional Arborist Services	\$0.00	\$2,877.53	\$2,877.53	\$286,190.16	65.04%	Director & CM
7	Handrail on B Steet & Broadway	\$0.00	\$4,301.32	\$4,301.32	\$290,491.48	66.02%	Director & CM
8	Replace Existing Pull Boxes at Center & Olive	\$0.00	\$2,376.40	\$2,376.40	\$292,867.88	66.56%	Director & CM
9	Pedestrian Barricades at Center & Monroe	\$0.00	\$4,027.01	\$4,027.01	\$296,894.89	67.48%	Director & CM
10	Adjust Exist Manholes on Broadway	\$0.00	\$10,675.13	\$10,675.13	\$307,570.02	69.90%	Director & CM
11	Driveway at 425 S Broadway St	\$0.00	\$4,810.17	\$4,810.17	\$312,380.19	71.00%	Director & CM
12	Retaining Curb SW Corner of Center & Olive	\$0.00	\$4,552.28	\$4,552.28	\$316,932.47	72.03%	Director & CM
13	HMA Price Index Fluctuation Adjustments	\$0.00	-\$20,895.44	-\$20,895.44	\$296,037.03	67.28%	Director & CM
14	Additional Overhead	\$0.00	\$23,450.00	\$23,450.00	\$319,487.03	72.61%	Director & CM
15	Olive and Center St Intersection Modifications	\$0.00	\$9,245.13	\$9,245.13	\$328,732.16	74.71%	Director & CM
16	Time of Delay Determination for CCO No. 01	\$0.00	\$0.00	\$0.00	\$328,732.16	74.71%	Director & CM
17	Balancing Change Order (Item Change)	-\$361,119.73	\$0.00	-\$361,119.73	-\$32,387.57	-7.36%	Director & CM
TOTALS		-\$526,120.23	\$493,732.66	-\$32,387.57			

CITY OF TURLOCK

FINAL QUANTITIES

Project No. 23-032

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	\$129,147.00	1.00	\$129,147.00	1.00	\$129,147.00	\$0.00
2	Remove and Replace Monument	EA	\$820.00	0.00	\$0.00	30.00	\$24,600.00	-\$24,600.00
3	Railroad Permits & Flagging	LS	\$6,237.00	1.00	\$6,237.00	1.00	\$6,237.00	\$0.00
4	Traffic Control	LS	\$272,145.00	1.00	\$272,145.00	1.00	\$272,145.00	\$0.00
5	Portable Changeable Message Signs	EA	\$5,313.00	8.00	\$42,504.00	10.00	\$53,130.00	-\$10,626.00
6	Construction Funding Signs	EA	\$812.00	10.00	\$8,120.00	10.00	\$8,120.00	\$0.00
7	Jobsite Management	LS	\$28,590.00	1.00	\$28,590.00	1.00	\$28,590.00	\$0.00
8	SWPPP - Preparation and Implementation	LS	\$20,636.00	1.00	\$20,636.00	1.00	\$20,636.00	\$0.00
9	Erosion and Dust Control BMPs	LS	\$24,985.00	1.00	\$24,985.00	1.00	\$24,985.00	\$0.00
10	Construction Staking	LS	\$28,952.00	1.00	\$28,952.00	1.00	\$28,952.00	\$0.00
11	Pothole Existing Utilities	LS	\$22,189.00	1.00	\$22,189.00	1.00	\$22,189.00	\$0.00
12	Clearing and Grubbing	LS	\$51,408.00	1.00	\$51,408.00	1.00	\$51,408.00	\$0.00
13	Remove Tree	EA	\$4,234.00	6.00	\$25,404.00	6.00	\$25,404.00	\$0.00
14	Remove Fence (Chain Link)	LF	\$9.00	135.00	\$1,215.00	135.00	\$1,215.00	\$0.00
15	Remove Fence (Wood)	LF	\$24.00	0.00	\$0.00	50.00	\$1,200.00	-\$1,200.00
16	Install Fence (Chain Link)	LF	\$85.80	65.00	\$5,577.00	135.00	\$11,583.00	-\$6,006.00
17	Install Fence (Wood)	LF	\$96.80	0.00	\$0.00	50.00	\$4,840.00	-\$4,840.00
18	Remove Tinhorns	LF	\$20.00	341.00	\$6,820.00	341.00	\$6,820.00	\$0.00
19	Roadway Excavation (F)	CY	\$114.00	857.00	\$97,698.00	857.00	\$97,698.00	\$0.00
20	Cold Plane Asphalt Concrete Pavement	SY	\$4.60	15883.00	\$73,061.80	31984.00	\$147,126.40	-\$74,064.60
21	Remove Concrete Curb	LF	\$11.00	8,903.00	\$97,933.00	10,642.00	\$117,062.00	-\$19,129.00
22	Remove Concrete Flatwork	SF	\$4.80	16,432.00	\$78,873.60	11,023.00	\$52,910.40	\$25,963.20
23	HMA (Type A)	TON	\$125.00	9603.20	\$1,200,400.00	8,627.00	\$1,078,375.00	\$122,025.00
24	Full Depth Reclamation-Cement	SY	\$7.65	11757.00	\$89,941.05	28115.00	\$215,079.75	-\$125,138.70
25	Cement (Full-Depth Reclamation-Cement)	TON	\$231.00	189.17	\$43,698.27	455.00	\$105,105.00	-\$61,406.73
26	Mix Design (Full Depth Reclamation-Cement)	LS	\$24,057.00	1.00	\$24,057.00	1.00	\$24,057.00	\$0.00
27	Minor Concrete (Curb Ramp)	SF	\$23.00	4848.00	\$111,504.00	8450.00	\$194,350.00	-\$82,846.00
28	Minor Concrete (Curb and Gutter)	LF	\$53.00	9,506.00	\$503,818.00	11,526.00	\$610,878.00	-\$107,060.00
29	Minor Concrete (Sidewalk)	SF	\$14.00	12,940.00	\$181,160.00	12,533.00	\$175,462.00	\$5,698.00
30	Minor Concrete (Driveway)	SF	\$20.00	6656.00	\$133,120.00	5854.00	\$117,080.00	\$16,040.00
31	Minor Concrete (Alley Approach)	SF	\$21.00	1516.00	\$31,836.00	4279.00	\$89,859.00	-\$58,023.00
32	Minor Concrete (Valley Gutter)	SF	\$26.00	3,081.00	\$80,106.00	3,336.00	\$86,736.00	-\$6,630.00
33	Detectable Warning Surface	SF	\$30.00	616.00	\$18,480.00	670.00	\$20,100.00	-\$1,620.00
34	Remove Catch Basin	EA	\$1,314.00	10.00	\$13,140.00	10.00	\$13,140.00	\$0.00
35	Storm Drain Catch Basin	EA	\$6,340.00	12.00	\$76,080.00	12.00	\$76,080.00	\$0.00
36	Storm Drain Manhole	EA	\$11,280.00	4.00	\$45,120.00	4.00	\$45,120.00	\$0.00
37	18" Storm Drain Pipe	LF	\$174.50	199.00	\$34,725.50	677.00	\$118,136.50	-\$83,411.00
38	Adjust MH to Finished Grade	EA	\$1,058.00	22.00	\$23,276.00	22.00	\$23,276.00	\$0.00
39	Adjust Valve to Finished Grade	EA	\$758.00	75.00	\$56,850.00	79.00	\$59,882.00	-\$3,032.00
40	Relocate Water Meter	EA	\$1,660.00	3.00	\$4,980.00	18.00	\$29,880.00	-\$24,900.00
41	Remove Roadside Sign	EA	\$275.00	18.00	\$4,950.00	18.00	\$4,950.00	\$0.00
42	Relocate Roadside Sign	EA	\$385.00	3.00	\$1,155.00	3.00	\$1,155.00	\$0.00
43	Install Roadside Sign	EA	\$550.00	34.00	\$18,700.00	34.00	\$18,700.00	\$0.00
44	Thermoplastic Traffic Stripe	LF	\$6.60	3769.00	\$24,875.40	3680.00	\$24,288.00	\$587.40
45	Thermoplastic Pavement Marking	SF	\$13.20	10548.00	\$139,233.60	10692.00	\$141,134.40	-\$1,900.80
	SUB-TOTAL CONTRACT ITEMS				\$3,882,701.22		\$4,408,821.45	-\$526,120.23

CCO #	CHANGE ORDERS (NOT INCLUDING ITEM INCREASE/DECREASE)							
1	Full Depth HMA in Lieu of FDR-C	LS	\$253,230.24	1.00	\$253,230.24			\$253,230.24
2	Pedestrian Warning Signs (Item Change)	N/A						
3	Center St Storm Drain Revisions	LS	\$159,533.25	1.00	\$159,533.25			\$159,533.25
4	FDR-C on Myrtle Ave	LS	\$14,259.00	1.00	\$14,259.00			\$14,259.00
5	Additional Surveying	LS	\$21,290.64	1.00	\$21,290.64			\$21,290.64
6	Additional Arborist Services	LS	\$2,877.53	1.00	\$2,877.53			\$2,877.53
7	Handrail on B Steet & Broadway	LS	\$4,301.32	1.00	\$4,301.32			\$4,301.32
8	Replace Existing Pull Boxes at Center & Olive	LS	\$2,376.40	1.00	\$2,376.40			\$2,376.40
9	Pedestrian Barricades at Center & Monroe	LS	\$4,027.01	1.00	\$4,027.01			\$4,027.01
10	Adjust Exist Manholes on Broadway	LS	\$10,675.13	1.00	\$10,675.13			\$10,675.13
11	Driveway at 425 S Broadway St	LS	\$4,810.17	1.00	\$4,810.17			\$4,810.17
12	Retaining Curb SW Corner of Center & Olive	LS	\$4,552.28	1.00	\$4,552.28			\$4,552.28
13	HMA Price Index Fluctuation Adjustments	LS	-\$20,895.44	1.00	-\$20,895.44			-\$20,895.44
14	Additional Overhead	LS	\$23,450.00	1.00	\$23,450.00			\$23,450.00
15	Olive and Center St Intersection Modifications	LS	\$9,245.13	1.00	\$9,245.13			\$9,245.13
16	Time of Delay Determination for CCO No. 01	LS	\$0.00	1.00	\$0.00			\$0.00
17	Balancing Change Order	N/A						
	SUB-TOTAL CHANGE ORDER ITEMS				\$493,732.66			\$493,732.66
	TOTAL PROJECT				\$4,376,433.88		\$4,408,821.45	-\$32,387.57

City Council Staff Report

September 23, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Carlos Guerrero, Utilities Division Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement (City Contract 2026-040) with Carollo Engineers, Inc. for On-Call SCADA Programming Support Services for Well 29 for a term of three years (3) in a total not-to-exceed amount of \$49,666 to be expensed to Fund 420

2. NARRATIVE:

Carollo Engineers has worked closely with the City on SCADA-related improvements for many years and many different projects. Due to their familiarity with the City's infrastructure and prior successful support, Carollo is well-positioned to complete the programming work specific to Well 29.

Well 29 was not originally included in the City-Wide Chlorination Project because, at the time of the project, it was offline and out of compliance with state requirements. As a result, SCADA improvements were not installed at this location. The City subsequently contracted with Hawk Systems to rehabilitate the well, and, following corrective measures, Well 29 was restored to compliance, with maximum contaminant levels (MCLs) reduced to non-detect. With the well back online, reliable, real-time monitoring and control of critical components are now essential. SCADA programming will allow automated pump operation based on water levels and demand, while also generating alarms for abnormal conditions such as low pressure or pump failure.

The scope of work includes:

- Developing and implementing SCADA logic for Well 29
- Programming the PLC to align with City standards
- Integrating alarm signals and control commands into the City's central SCADA system
- Coordinating with Hawk Systems during start-up and commissioning
- Providing on-site support and verification of functionality during testing

Carollo has already played a key role in the City-Wide Chlorination Project, the Water Master Plan, and Hydraulic Modeling Services for the Water Distribution System. Building on those efforts, Carollo helped integrate the SCADA system that continuously collects data from well pumps, tanks, flow meters, pressure sensors, and chemical feed pumps. They also prepared the Water Master Plan to outline strategies for managing water resources, prioritizing infrastructure improvements, and ensuring long-term sustainability.

Due to the intricacy of SCADA and PLC programming and the City's limited staffing resources, staff are unable to independently maintain, troubleshoot, or modify the system. Assistance with PLC programming and SCADA integration is therefore necessary to support Well 29's rehabilitation and ongoing operations. SCADA enhances visibility, automation, and

reliability of well operations while providing secure telemetry, local control logic, and centralized monitoring consistent with the City's operational and regulatory objectives.

Consistent with TMC §2-7-08(b)(3), this work qualifies as professional services and therefore does not require competitive bidding. Carollo's direct knowledge of Turlock's infrastructure reduces the learning curve that would be required if a new vendor unfamiliar with the City's SCADA system were introduced. Leveraging Carollo's experience mitigates the risk of delays or errors, ensures system continuity, and provides flexibility for future as-needed support.

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 \$49,666. Expenses under this agreement will be paid out of Fund 420, "Water" account number 420-52-551.51313 - Well Rehabilitation. Appropriate funds have been allocated during Fiscal Year 2025-2026 budget process.

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 2026-040 with Carollo - Well 29



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
CAROLLO ENGINEERS, INC.
for
PROFESSIONAL SERVICES FOR ON-CALL PROGRAMMING SUPPORT – SCADA –
WELL 29 ONLY**

City Contract No. 2026-00000040

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Carollo Engineers, Inc., a Delaware corporation (“Professional”), on this 23rd day of September 2025 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with On-Call Programming Support – SCADA- Well 29 ONLY (the “Project”).

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 56 of this Agreement, Sections 1 through 56 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 23rd 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, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

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

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

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

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Forty Nine Thousand Six Hundred and Sixty Six and No/100ths Dollars (\$49,666) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

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

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

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

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

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

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

14. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter

relating to the Project without the prior consent of the Contract Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

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

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

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

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

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

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's

compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.1. Commercial General Liability. Professional 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).

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

25.3. Professional Liability. Professional shall carry professional liability insurance that insures against professional errors and omissions that may be made in performing professional 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 Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the

insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance 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, borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance coverage or policies maintained by the City ("Additional Insured"), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

25.6. Waiver of Subrogation. With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy, 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 Professional, its agents, employees, independent contractors and subcontractors. Professional shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Professional agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional 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 Professional 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 Professional and shall be endorsed to state such; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) 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 Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to the negligent or reckless acts or omissions, or willful misconduct of Professional or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents. In no event shall the cost to defend charged to Professional exceed the Professional's proportionate percentage of fault.

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

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

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

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

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

If to City: **City of Turlock**
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 270
Turlock, California 95380

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

If to Professional: **Carollo Engineers, Inc.**
Attn: Ryan Sellman
2795 Mitchell Drive
Walnut Creek, CA 94598

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

Carlos Guerrero
Utilities Manager
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone: (209) 668-5590
E-mail: cguerrero@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

38. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written

consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

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

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

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

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

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

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

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

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof

and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

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

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

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

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

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

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

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

54. City-Provided Information and Services. City shall furnish Professional available studies, reports and other data pertinent to Professional 's services; obtain or authorize Professional to obtain or provide additional reports and data as required; furnish to Professional services of others required for the performance of Professional's _services hereunder, and Professional shall be entitled to use and rely upon all such information and services provided by City or others in performing Professional's services under this Agreement.

55. Estimates and Projections. Professional cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Professional and Professional will not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Professional's data projections and estimates and actual costs and/or quantities realized by City and/or any third party in the future, except to the extent such inconsistencies are caused by Professional's negligent performance hereunder.

56. Third Parties. The services to be performed by Professional are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.”

[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.

**CAROLLO ENGINEERS, INC., a
Delaware corporation**

By: Elise Moore

Print Name: Elise Moore

Title: Associate Vice President

Date August 22, 2025

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petoulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

CITY OF TURLOCK

Well 29 Programming Services

Task 1 – Project Management and Coordination

Project Management includes a facilitation of a Kickoff Meeting, review workshops, work order administration, monthly progress status updates, coordination with the OWNER, and quality control and assurance.

Task 1.1 - Project Management and Coordination

The CONSULTANT's project manager will make staff assignments, review work progress, coordinate quality assurance and review procedures, and communicate monthly progress reports to the OWNER. The Project Manager will manage the budget, schedule, and invoicing.

The Project Manager will prepare and maintain a decision log that will record the decisions made by the OWNER throughout the project. The decision log will contain decisions made during regular meetings, workshops, and phone conversations with OWNER staff.

The decision log will list the date the decision was made, the type of meeting in which it was made, individuals involved in making the decision, and the nature of the decision.

Task 1.2 - Project Kickoff Meeting

The CONSULTANT will facilitate a project Kickoff Meeting with OWNER staff to develop and define the OWNER'S high-level goals for control and operation of the new SCADA system. This will be a working meeting with participation from key OWNER staff and stakeholders to discuss the goals for control and operation of their remote facilities. Additionally, CONSULTANT will review the overall scope, schedule, and budget for preparation of the documents and establish lines of communication between CONSULTANT and OWNER staff. The OWNER shall indicate to the CONSULTANT specific areas of focus to include in the plan at the Kickoff Meeting. Kickoff meeting will be facilitated remotely.

Task 1.3 – Progress Meetings

CONSULTANT will conduct bi-monthly progress meetings during the design phase of the project to maintain effective and regular communication. We will review the status of the work, action items, information needs, the decision log, and the project look-ahead schedule.

Bi-Monthly meetings will be held via remote format (phone or video conference via Microsoft Teams), will be 30 minutes in duration (on average), and will include participation from an average of two (2) attendees from the CONSULTANT's team.

Task 1 Deliverables

- Meeting agenda and minutes
- Decision Log
- Monthly Progress Reports and Invoices

Task 1 Assumptions

- Project duration of three (3) months.
- Project Kickoff Meeting will be two (2) hours in duration, held with hybrid attendance of up to four (4) CONSULTANT attendees. In-person meetings will be held at OWNER's facility.
- OWNER participation in meetings and workshops to include decision-makers and other key staff as required.

Task 2 – SCADA and PLC Programming

CONSULTANT will provide programming services associated with Well 29. The services will include PLC and SCADA configuration services, various coordination meetings during construction, factory testing, field testing, start-up services, and commissioning.

Task 2.1 – Hardware and Software Configuration

CONSULTANT will setup and configure the equipment provided by the CONTRACTOR as shown below:

- Local Operator Interface Terminal (OIT)
- Local PLC
- ProSoft DNP3 Module
- GE MDS Orbit Radio

It is assumed that the CONTRACTOR will provide and install all the field equipment.

Task 2.2 – Process Control Software Development

CONSULTANT will develop the process logic programming for one (1) new Allen-Bradley CompactLogix PLC supplied by the CONTRACTOR. The PLC program will be developed based on existing well templates and include program documentation and comments in accordance with project programming standards.

CONSULTANT will not be responsible for the programming of PLCs provided by packaged system vendors; this shall be the responsibility of the CONTRACTOR's suppliers.

CONSULTANT will configure / program the SCADA operator interface system to incorporate new signals and graphic screens per the project process and instrumentation drawings. CONSULTANT will develop SCADA graphic screens to provide monitoring and control of equipment connected to the PLC. SCADA programming efforts include development of screens for the local Automation Direct OIT and VTScada application hosted at the Regional Water Quality Control Facility (RWQCF).

CONSULTANT will review all graphic screens with OWNER staff prior to installation and startup. CONSULTANT will incorporate all comments, revisions and changes provided by the OWNER staff into the final configuration of the SCADA application software.

CONSULTANT will provide Historian configuration and update existing monthly flow report to include Well 29 data.

CONSULTANT will configure alarm notification to include Well 29 alarm tags as established by the programming standards document.

Task 2 Deliverables

- Meeting Minutes in PDF format
- Printed PLC programs in PDF format
- Working PLC .ACD files
- Printed SCADA screenshots in PDF format
- Working Operational and Compliance report files.

Task 2 Assumptions

- Submittal Review workshop will be two (2) hours in duration, held with hybrid attendance of up to three (3) CONSULTANT attendees. Workshop will be held at OWNER's facility.
- Programming efforts will be performed based on existing programming standards.
- CONTRACTOR will provide and install all the field equipment.
- CONTRACTOR will provide CONSULTANT hardware defined in this task at least two (2) weeks prior to the Factory Acceptance Testing.

Task 3 – Testing, Installation, and Startup

CONSULTANT will be coordinate onsite installation, testing, startup, and commissioning with the OWNER's staff and CONTRACTOR as outlined in the tasks below.

Task 3.1 – Internal Software Acceptance Testing

CONSULTANT will test all IO and control strategies with the associated HMI applications to validate the control logic and corresponding graphical interface. The test will include verification of communications of DNP3 data between the Well 29 and master radios.

Task 3.2 – Factory Acceptance Testing

CONSULTANT will attend the PCS control panel FAT at the CONTRACTOR's facility.

Task 3.3 – Installation and Site Acceptance Testing

Complete End-to-End Testing

CONSULTANT will coordinate efforts with the CONTRACTOR during Complete End to End Testing (CEET). During the CEET, signals are tested through the PLC program, the network, and all the way to the operator's SCADA graphic screens.

The CEET will be performed by the CONSULTANT, CONTRACTOR, and OWNER's staff and is estimated to be four (4) hours in duration.

Functional Testing

Following the CEET and testing of the manual operation of equipment, the Functional Testing (FT) will be performed by CONSULTANT and CONTRACTOR with assistance from the OWNER.

The purpose of the FT is to verify the proper operation of all PLC control logic and its interaction with field equipment and devices. CONSULTANT and CONTRACTOR will exercise programs, conduct tests, and record results. CONSULTANT will tune any feedback loops.

Process Startup and Commissioning

The process startup will verify that the performance meets the OWNER's process requirements. The process startup includes control loop tuning, individual process area startups followed by facility-wide process startup.

Task 3 Deliverables

- Draft and final test forms.

Task 3 Assumptions

- FAT duration is assumed to be one business day and will be attended by one (1) CONSULTANT personnel.
- OWNER will provide site access at Well 29 and RWQCF for installation and testing activities as required.
- OWNER staff will assist in site acceptance testing activities as required to operate the facilities.
- Testing activities associated with Task 3.3 will be performed consecutively within a 2-day period.

General Assumptions, Clarifications, and Exceptions

- *Project duration.* Overall project schedule is assumed to be two (months) in duration.
- *Project Kick off Meeting and Workshops.* Each workshop is anticipated to be approximately two (2) hours long and will be held in a local/ remote hybrid format with each workshop attended by up to four (4) CONSULTANT staff. Meetings will be held locally at an OWNER facility and remotely via Microsoft Teams. All workshops will be recorded and documented via meeting minutes.
- *Project Deliverables.* CONSULTANT will produce and submit draft and final reports/memoranda in electronic format for review by the OWNER throughout the Project, as identified herein. Electronic copies of the various deliverables will generally be provided in PDF format, with some documents in native file format as appropriate (i.e. MS Word, MS Excel, etc.). OWNER shall agree to review draft Project deliverables and provide comments to CONSULTANT in a timely fashion (typically within two weeks of submittal). To the greatest extent possible, review of draft deliverables in a collaborative workshop setting to obtain comments from OWNER will be pursued to reduce overall review time and streamline the Project schedule.
- *Document Management.* Document management and document control will occur on the CONSULTANT's ProjectWise site. Document access or transfer of files will be through the CONSULTANT's SharePoint system, secure FTP transfer, or email for non-confidential information.
- *Additional Services.* There may be additional work efforts that the OWNER may desire the CONSULTANT to perform in support of the Project which have not been contemplated or identified yet by the OWNER, and as such the extent (and associated costs) of the effort required cannot be fully determined at the time this Contract is executed. It is intended that such categories of work be classified as "Additional Services". CONSULTANT will not perform Additional Services without prior written approval by the OWNER.

SCOPE OF WORK

- The services to be performed by CONSULTANT are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Services Authorization shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Services Authorization or the performance of CONSULTANT's services hereunder.
- *Warranty Period Services* are excluded from this scope of work and will be provided on an as-needed basis as initiated by the OWNER under the on-call services agreement between CONSULTANT and OWNER.

PAYMENT

CONSULTANT's compensation for the services described herein shall not exceed \$49,666 without prior authorization from the CITY. These costs are developed in the attached Exhibit A cost proposal.

SCHEDULE

This scope of services will be completed based on the established Project Baseline Schedule with a project duration of three (3) months with substantial completion being met in 2025.

**CITY OF TURLOCK
WELL 29 PROGRAMMING
EXHIBIT A - COST PROPOSAL**

		Elise Moore	Jeff Janowiak	Coby Janowiak	Project Admin	Total Hours	Labor Cost	PECE ¹	Expenses	Subtotal	PROJECT TOTAL
Fee Schedule: 2025		\$332	\$295	\$213	\$190			\$16.00			
Task	Schedule										
1 Project Management and Coordination											
1.1 Project Management and Coordination	2025	12	-	-	2	14	\$ 4,903	\$ 224	\$ -	\$ 5,127	\$ 5,127
1.2 Project Kickoff Meeting	2025	4	4	-	-	8	\$ 2,818	\$ 128	\$ -	\$ 2,946	\$ 2,946
1.3 Progress Meetings	2025	4	4	4	-	12	\$ 3,775	\$ 192	\$ -	\$ 3,967	\$ 3,967
TASK 1 TOTAL		20	8	4	2	34	\$ 11,497	\$ 128	\$ -	\$ 11,625	\$ 11,625
2 SCADA and PLC Programming											
2.1 Hardware and Software Configuration	2025	-	16	-	-	16	\$ 5,303	\$ 256	\$ -	\$ 5,559	\$ 5,559
2.2 Process Control Software Development	2025	-	16	16	-	32	\$ 9,133	\$ 512	\$ -	\$ 9,645	\$ 9,645
TASK 2 TOTAL		-	32	16	-	48	\$ 14,436	\$ 768	\$ -	\$ 15,204	\$ 15,204
3 Testing, Installation, and Startup											
3.1 Internal Software Acceptance Testing	2025	-	8	8	-	16	\$ 4,566	\$ 256	\$ -	\$ 4,822	\$ 4,822
3.2 Factory Acceptance Testing	2025	-	12	4	-	16	\$ 4,935	\$ 256	\$ 100	\$ 5,291	\$ 5,291
3.3 Installation & Site Acceptance Testing	2025	-	24	16	-	40	\$ 11,784	\$ 640	\$ 300	\$ 12,724	\$ 12,724
TASK 3 TOTAL		-	44	28	-	72	\$ 21,285	\$ 1,152	\$ 400	\$ 22,837	\$ 22,837
PROJECT TOTAL		20	84	48	2	154	\$ 47,218	\$ 2,048	\$ 400	\$ 49,666	\$ 49,666

Notes:

¹ Project Equipment and Communication Expense.

7/18/2025

City Council Staff Report

September 23, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Fred Pezeshk, P.E., Roads Program Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 23-031 "Mark Thomas Task Order No. 1 for Roads Program CIP Projects" (Bid Package 1) and authorizing the City Engineer to file a Notice of Completion

2. NARRATIVE:

On May 14, 2024, the City Council approved an agreement between the City of Turlock and United Pavement Maintenance, Inc., of Hughson, California, in the amount of \$1,314,374.00 and a contingency amount of \$130,000.00 for the construction of City Project No. 23-031 "Mark Thomas Task Order No. 1 for Roads Program CIP Projects" (Bid Package 1).

Bid Package 1 provided for the rehabilitation of the following street sections:

City Project No. 23-031 Bid Package 1				
Street Name	From	To	Length (ft)	District
Mission St.	Old Vineyard Rd.	N. Quincy Rd.	613.00	1
Tokay Ave.	N. Johnson Rd.	N. Quincy Rd.	1,315.00	1
N. Quincy Rd.	E. Marshall St.	E. Canal Dr.	1,348.00	1
		Total Length	3,276.00	

The work consisted, in general, of full-depth reclamation of existing base, paving a new Hot Mix Asphalt pavement section, curb and gutter reconstruction, ADA ramp construction, adjustment of valve and manhole covers to grade, striping, and traffic control.

Subsequent to the approval of the agreement, Contract Change Order (CCO) No. 1 (Final), which is also the balancing CCO, was approved in accordance with Resolution 2025-007 which authorizes the Director to approve change orders up to 50% of the approved change order contingency amount, and the Director and City Manager to jointly approve change orders up to 100% of the approved change order contingency amount.

A copy of the approved balancing CCO is attached.

	Amount	% of Original Contract	Approval Date
Original Contract	\$ 1,314,374.00	-	May 14, 2024
CCO No. 1 (Final, Balancing)	(\$45,658.65)	(3.47)	August 11, 2025
Adjusted Total Contract (Final)	\$ 1,268,715.35		

Construction has been completed per the approved project plans and specifications. Contractor has now submitted all the required documentation and has agreed with the final quantities. Staff requests City Council approval to authorize the City Engineer to file a Notice of Completion. California Civil Code Section 9204 allows a public entity to record a Notice of Completion as signed and verified by its agent.

The Notice of Completion will establish September 23, 2025 as the official date of project completion and effectively limit the contractor's statutory time to file a claim on the project.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The final cost impact of the construction contract with United Pavement Maintenance, Inc. is \$1,268,715.35 and will be funded by Fund 115 "Measure A – Roads," account number 115-10-115-51270 "Construction Project." Sufficient funds are available in Fund 115.

4. ENVIRONMENTAL DETERMINATION:

On May 14, 2024, the City Council determined that this project was exempt from California Environmental Quality Act (CEQA) per Section 15301 (Existing Facilities) as this project involved negligible or no expansion of use of the existing facilities, and specifically, no additional automobile lanes would be created by this project. The proposed action does not modify that determination; therefore, no additional determination is needed.

5. ATTACHMENTS:

1. Notice of Completion
2. 23-031BP1 Balancing CCO 1
3. 23-031BP1 Final Quantities

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 23-031 BID PACKAGE 1
ROADS PROGRAM CIP**

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on September 23, 2025. The contractor of work is United Pavement Maintenance, Inc., 7017 Hughson Avenue, Hughson, California, 95326 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly, refer to said Project Number on all communications relating to this work.

Date: _____

(Signature - William D. Morris, PE, PLS; City Engineer;
Owner's Agent) City of Turlock

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

William D. Morris, P.E., PLS
CITY ENGINEER
OWNER'S AGENT

Executed on _____, 2025 at Turlock, California, Stanislaus County

CONTRACT CHANGE ORDER

CEM-4900 (REV 06/2019)

Change Requested by: ☒ Engineer ☐ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NO.	PROJECT NAME	FEDERAL NUMBER(S)
CCO 1		23-031 BP1	Roads Program Capital Improvement Project Plan Package 1	23-031 BP1

TO United Pavement Maintenance, Inc.
P.O. Box 1017 Hughson, CA 95326

Contractor

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.***

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Increases in Bid Items at Bid Item Prices:

As shown on the revised plans included in PCO 01 and PCO 04, increase the limits of construction and as marked in the field by the engineer.

Increases in Bid Items at Bid Item Prices:

Item 15 Cement (Full Depth Reclamation - Cement): 16.76 TON (6.20%) @ \$230.00 TON =	\$ 3,854.80
Item 17 Hot Mix Asphalt (Type A): 68.12 TON (2.10%) @ \$135.00 TON =	\$ 9,196.20
Item 18 Cold Planing AC Pavement: 34 SY (0.26%) @ \$3.96 SY =	\$ 134.64
Item 20 Minor Concrete (Curb Ramp): 129 SF (7.28%) @ \$16.00 SF =	\$ 2,064.00
Item 31 Roadside Sign - One Post: 1 EA (50%) @ \$513 EA SF =	\$ 513.00
Item 33 Thermoplastic Pavement Markings: 94.19 SF (3.73%) @ \$12.95 SF =	\$ 1,219.76

Increases in Bid Items at Bid Item Prices:**\$ 16,982.40**

There will be no payment adjustments in accordance with Section 9-1.06B, "Increases of More than 25 Percent," of the Standard Specifications, for Bid Item 31.

Decreases in Bid Item at Bid Item Price:

As shown on the revised plans included in PCO 01 and PCO 04, decrease the limits of construction and as marked in the field by the engineer.

Decreases in Bid Items at Bid Item Prices:

Item 09 Remove Concrete (Flatwork): 7.1 SY (-1.22%) @ \$31.00 SY =	\$ 220.09
Item 10 Remove Concrete (Curb and Gutter): 169 LF (-14.59%) @ \$6.00 LF =	\$ 1,014.00
Item 11 Clearing and Grubbing: 0.5 LS (50%) @ \$4,000.00 LS =	\$ 2,000.00
Item 12 Remove Tree: 5 EA (-100%) @ \$2,764.80 EA =	\$ 13,824.00
Item 13 Roadway Excavation (F): 12.55 CY (-8.37%) @ \$122.00 CY =	\$ 1,531.10
Item 14 Full Depth Reclamation - Cement: 174 SY (-1.31%) @ \$11.00 SY =	\$ 1,914.00
Item 19 Minor Concrete (Curb and Gutter): 212.08 LF (-18.60%) @ \$40.00 LF =	\$ 8,483.20
Item 21 Minor Concrete (Sidewalk): 916 SF (-36.94%) @ \$14.00 SF =	\$ 12,824.00
Item 22 Minor Concrete (Alley): 59 SF (-7.20%) @ \$18.00 SF =	\$ 1,062.00
Item 23 Minor Concrete (Valley Gutter): 182 SF (-16.70%) @ \$20.00 SF =	\$ 3,640.00
Item 24 Detectable Warning Surface (Truncated Domes): 16 SF (-5.71%) @ \$35.00 SF =	\$ 560.00
Item 26 Adjust Manhole Frame and Cover (Utility): 3 EA (-50%) @ \$1,000.00 EA =	\$ 3,000.00
Item 27 Remove and Replace Monument: 2 EA (-66.66%) @ \$900.00 EA =	\$ 1,800.00
Item 28 Adjust Frame and Cover to Grade: 10 EA (-58.8%) @ \$900.00 EA =	\$ 9,000.00
Item 30 Relocate Roadside Sign - One Post: 2 EA (-33.33%) @ \$378.00 EA =	\$ 756.00
Item 32 Thermoplastic Traffic Stripe: 157 LF (-8.35%) @ \$6.45 LF =	\$ 1,012.65

Decreases in Bid Items at Bid Item Prices:**\$ 62,641.04**

There will be no payment adjustments in accordance with Section 9-1.06C, "Decreases of More than 25 Percent," of the Standard Specifications, for Bid Items 11,12,21,26,27,28, and 30.

Time Adjustment:

Based on a review of the baseline schedule, these changes delayed the controlling activity by 14 days. A time adjustment of 14 working days is granted..

Estimated Cost: ☒ Decrease ☐ Increase \$45,658.65

By reason of this order the time of completion will be adjusted as follows: **14 Days**

SUBMITTED BY CCME

Ramon Montes De Oca

Ramon Montes de Oca, P.E. Resident Engineer

DATE
8/11/2025

APPROVAL RECOMMENDED BY



Fred Pezeshk, P.E. Roads Program Manager

DATE
8/11/25

APPROVED BY



Christopher Fisher, Municipal Services Director

DATE
8-11-25

We the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE

damian ruvalcaba

(PRINT NAME & TITLE)

damian ruvalcaba C.O.O.

DATE

8/7/2025

CITY OF TURLOCK

FINAL QUANTITIES

Project No. 23-031 Bid Package 1

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Quantities	Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Potholes Existing Utilities	LS	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00	\$0.00
2	Construction Funding Signs	EA	\$1,620.00	4.00	\$6,480.00	4.00	\$6,480.00	\$0.00
3	Traffic Control System	LS	\$85,000.00	1.00	\$85,000.00	1.00	\$85,000.00	\$0.00
4	Portable Changeable Message Sign	EA	\$1,000.00	4.00	\$4,000.00	4.00	\$4,000.00	\$0.00
5	Job Site Management	LS	\$31,250.00	1.00	\$31,250.00	1.00	\$31,250.00	\$0.00
6	Prepare Storm Water Pollution Prevention Plan	LS	\$20,590.00	1.00	\$20,590.00	1.00	\$20,590.00	\$0.00
7	Erosion and Dust Control BMPs	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
8	Construction Staking	LS	\$9,736.00	1.00	\$9,736.00	1.00	\$9,736.00	\$0.00
9	Remove Concrete (Flatwork)	SY	\$31.00	572.90	\$17,759.90	580.00	\$17,980.00	(\$220.10)
10	Remove Concrete (Curb and Gutter)	LF	\$6.00	991.00	\$5,946.00	1160.00	\$6,960.00	(\$1,014.00)
11	Clearing and Grubbing	LS	\$4,000.00	0.50	\$2,000.00	1.00	\$4,000.00	(\$2,000.00)
12	Remove Tree	EA	\$2,764.80	0.00	\$0.00	5.00	\$13,824.00	(\$13,824.00)
13	Roadway Excavation (F)	CY	\$122.00	137.45	\$16,768.90	150.00	\$18,300.00	(\$1,531.10)
14	Full Depth Reclamation - Cement	SY	\$11.00	13126.00	\$144,386.00	13300.00	\$146,300.00	(\$1,914.00)
15	Cement (Full Depth Reclamation - Cement)	TON	\$230.00	286.76	\$65,954.80	270.00	\$62,100.00	\$3,854.80
16	Mix Design (Full Depth Reclamation - Cement)	LS	\$27,216.00	1.00	\$27,216.00	1.00	\$27,216.00	\$0.00
17	Hot Mix Asphalt (Type A)	TON	\$135.00	3308.12	\$446,596.20	3240.00	\$437,400.00	\$9,196.20
18	Cold Planing AC Pavement	SY	\$3.96	13334.00	\$52,802.64	13300.00	\$52,668.00	\$134.64
19	Minor Concrete (Curb and Gutter)	LF	\$40.00	927.92	\$37,116.80	1140.00	\$45,600.00	(\$8,483.20)
20	Minor Concrete (Curb Ramp)	SF	\$16.00	1899.00	\$30,384.00	1770.00	\$28,320.00	\$2,064.00
21	Minor Concrete (Sidewalk)	SF	\$14.00	1564.00	\$21,896.00	2480.00	\$34,720.00	(\$12,824.00)
22	Minor Concrete (Alley)	SF	\$18.00	761.00	\$13,698.00	820.00	\$14,760.00	(\$1,062.00)
23	Minor Concrete (Valley Gutter)	SF	\$20.00	908.00	\$18,160.00	1090.00	\$21,800.00	(\$3,640.00)
24	Detectable Warning Surface (Truncated Domes)	SF	\$35.00	264.00	\$9,240.00	280.00	\$9,800.00	(\$560.00)
25	Adjust Drainage Inlet to Grade	EA	\$1,000.00	5.00	\$5,000.00	5.00	\$5,000.00	\$0.00
26	Adjust Manhole Frame and Cover (Utility)	EA	\$1,000.00	3.00	\$3,000.00	6.00	\$6,000.00	(\$3,000.00)
27	Remove and Replace Monument	EA	\$900.00	1.00	\$900.00	3.00	\$2,700.00	(\$1,800.00)
28	Adjust Frame and Cover to Grade	EA	\$900.00	7.00	\$6,300.00	17.00	\$15,300.00	(\$9,000.00)
29	Remove Roadside Sign	EA	\$270.00	1.00	\$270.00	1.00	\$270.00	\$0.00
30	Relocate Roadside Sign - One Post	EA	\$378.00	4.00	\$1,512.00	6.00	\$2,268.00	(\$756.00)
31	Roadside Sign - One Post	EA	\$513.00	3.00	\$1,539.00	2.00	\$1,026.00	\$513.00
32	Thermoplastic Traffic Stripe	LF	\$6.45	1723.00	\$11,113.35	1880.00	\$12,126.00	(\$1,012.65)
33	Thermoplastic Pavement Markings	SF	\$12.95	2614.19	\$33,853.76	2520.00	\$32,634.00	\$1,219.76
34	Relocate Street Lights	EA	\$12,123.00	2.00	\$24,246.00	2.00	\$24,246.00	\$0.00
35	Mobilization	LS	\$79,000.00	1.00	\$79,000.00	1.00	\$79,000.00	\$0.00
	SUB-TOTAL CONTRAT ITEMS				\$1,268,715.35		\$1,314,374.00	(\$45,658.65)
CCO #	CHANGE ORDERS (NOT INCLUDING ITEM INCREASE/DECREASE)							
1	Balancing Change Order	N/A						
	SUB-TOTAL CHANGE ORDER ITEMS				\$0.00		\$0.00	\$0.00
	TOTAL PROJECT				\$1,268,715.35		\$1,314,374.00	(\$45,658.65)

City Council Staff Report

September 23, 2025



From: Christopher Fisher, Municipal Services Director
 Prepared by: Fred Pezeshk, P.E., Roads Program Manager
 Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement between the City of Turlock and Dirt Dynasty, Inc., of Farmington, CA, in the amount of \$7,304,464.00 and a contingency amount of \$730,000.00 (10%) to be funded by Fund 115 "Measure A - Roads" bond proceeds for construction of City Project No. 23-069 "Siegfried Task Order No. 2 for Roads Program CIP Projects"

Resolution: Determining the award of bid for construction of City Project No. 23-069 "Siegfried Task Order No. 2 for Roads Program CIP Projects" is exempt from the provisions of CEQA in accordance with section 15301 of the CEQA guidelines

2. NARRATIVE:

On February 27, 2024, the City Council approved Task Order No. 2 as Amendment No. 2 under the terms of the Master Agreement with Siegfried Engineering, Inc. for City Project No. 23-069 "Siegfried Task Order No. 2 for Roads Program CIP Project" for the rehabilitation of the following grouping of street sections:

City Project No. 23-069				
Street Name	From	To	Length (ft)	District
The Burl	North End	Chestnut St.	374.00	2
Florence St.	N. 1st St.	West Ave. North	2,785.00	2
N. Beech St.	W. Main St.	Park St.	1,388.00	2
Clifford Ave.	W. Main St.	Park St.	1,351.00	2
W. Olive Ave.	Lander Ave.	West Ave. North	2,532.00	2
Angelus St.	S. Soderquist Rd.	Lander Ave.	3,848.00	2
S. Orange St.	Lewis St.	Montana Ave.	519.00	2
	South Ave.	Bernell Ave.	718.00	2
Bernell Ave.	Bethany Ave.	S. Orange St.	400.00	2
Total Length (ft)			13,915.00	

The City Council also authorized staff to proceed with advertising the project for construction upon completion of bid documents.

Project was advertised for construction bids on August 11, 2025 through the City's website and the Turlock Journal.

Bids were opened on September 5, 2025 at 2:00PM. A total of six (6) bids were received

BIDDER	BID AMOUNT
Dirt Dynasty, Inc.; Farmington, CA	\$7,304,464.00
Mountain Cascade, Inc.; Livermore, CA	\$7,550,674.18
Teichert Construction; Roseville, CA	\$7,698,000.00
Granite Construction Company; Fresno, CA	\$8,575,616.80
George Reed, Inc.; Modesto, CA	\$9,214,000.00
United Pavement Maintenance, Inc.; Hughson, CA	\$9,442,899.04

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement for City Project No. 23-069 with Dirt Dynasty, Inc., of Farmington, CA, as the lowest responsive, responsible bidder with a bid amount of \$7,304,464.00.

Per contract documents, the contractor is allowed ten (10) days after the date of the City's mailing him/her the Agreement and the Notice of Award to return the signed Agreement along with required bonds and certificate of insurance. The City will then review the submittal for adequacy, execute the Agreement, and issue a Notice to Proceed. The Contractor is required to start work no later than ten (10) working days after Notice to Proceed has been issued. Based on this timeline, anticipated start of work will be in early November 2025.

Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a bid shall be awarded or rejected. If Council decides to award the bid, the bid has to be awarded to the lowest responsible bidder submitting a responsive bid.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated fiscal impact of the proposed action will be \$8,034,464.00 which will be funded by Fund 115 "Measure A - Roads" bond proceeds, account number 115-10-115-801.51270 "Construction Project". The overall fiscal impact, including professional services, is shown below.

23-069	Fund 115 "Measure A"
Design (Siegfried)	\$ 671,064.59
CM & Inspection (NV5)	\$1,225,503.31
Construction Contract	\$7,304,464.00
Construction Contingency	\$ 730,000.00
Total Estimated Cost	\$9,931,031.90

All Roads Program staff time is expensed directly to Fund 115 "Measure A - Roads Program." Staff time is directly allocated to each project by the Finance Department at the end of the fiscal year.

Appropriate funds have been allocated during Fiscal Year 2025-26 budget process to cover these costs.

4. ENVIRONMENTAL DETERMINATION:

This project is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as this project involves negligible or no expansion of use of the existing facilities, and specifically no additional automobile lanes will be created by the projects.

5. ATTACHMENTS:

1. Draft Resolution
2. Bidder's Summary
3. Agreement between the City of Turlock and Dirt Dynasty, Inc., of Farmington, CA, for construction of City Project No. 23-069

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DETERMINING THE AWARD }
OF BID FOR CONSTRUCTION OF CITY PROJECT }
NO. 23-069 "SIEGFRIED TASK ORDER NO. 2 }
FOR ROADS PROGRAM CIP PROJECTS" IS }
EXEMPT FROM THE PROVISIONS OF CEQA }
IN ACCORDANCE WITH SECTION 15301 OF THE }
CEQA GUIDELINES }**

RESOLUTION NO. 2025-

WHEREAS, City Project No. 23-069 "Siegfried Task Order No. 2 for Roads Program CIP Projects" will rehabilitate a grouping of street sections as approved by the City Council on February 27, 2024, and will include installation of curb, gutter, sidewalk, and ADA-compliant curb ramps; and

WHEREAS, on September 5, 2025, six (6) bids were received for the construction of City Project No. 23-069, with Dirt Dynasty, Inc., of Farmington, CA, submitting the lowest responsive, responsible bid; and

WHEREAS, this project is exempt from California Environmental Quality Act (CEQA) per Section 15301 (Existing Facilities) as this project involves negligible or no expansion of use of the existing facilities, and specifically no additional automobile lanes will be created by project.

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. 23-069 "Siegfried Task Order No. 2 for Roads Program CIP Projects" 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 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

CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: 23-069 - Roads Program CIP
PROJECT NUMBER: 23-069
BID OPENING: September 5, 2025
2:00 P.M.
ANTICIPATED COUNCIL AWARD DATE: September 23, 2025

ANTICIPATED COUNCIL AWARD DATE: September 23, 2025				1		2		3		4		5		6			
				ENGINEER'S ESTIMATE		Dirt Dynasty, Inc.		Mountain Cascade, Inc.		Teichert Construction		Granite Construction Company		George Reed, Inc.		United Pavement Maintenance, Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE & PERMITS	LS	1	\$400,000.00	\$400,000.00	\$408,200.00	\$408,200.00	\$264,000.00	\$264,000.00	\$750,000.00	\$750,000.00	\$850,000.00	\$850,000.00	\$910,178.40	\$910,178.40	\$627,935.00	\$627,935.00
2	REMOVE AND RESET MONUMENT	EA	23	\$1,500.00	\$34,500.00	\$820.00	\$18,860.00	\$2,500.00	\$57,500.00	\$900.00	\$20,700.00	\$1,650.00	\$37,950.00	\$2,500.00	\$57,500.00	\$915.00	\$21,045.00
3	PORTABLE CHANGEABLE MESSAGE SIGN	EA	10	\$5,000.00	\$50,000.00	\$4,500.00	\$45,000.00	\$10,000.00	\$100,000.00	\$9,100.00	\$91,000.00	\$9,000.00	\$90,000.00	\$8,000.00	\$80,000.00	\$7,320.00	\$73,200.00
4	TRAFFIC CONTROL SYSTEM	LS	1	\$400,000.00	\$400,000.00	\$410,000.00	\$410,000.00	\$84,535.00	\$84,535.00	\$292,637.10	\$292,637.10	\$523,000.00	\$523,000.00	\$462,000.00	\$462,000.00	\$480,322.00	\$480,322.00
5	TEMPORARY CONSTRUCTION FUNDING SIGNS	EA	9	\$1,500.00	\$13,500.00	\$1,500.00	\$13,500.00	\$4,500.00	\$40,500.00	\$150.00	\$1,350.00	\$150.00	\$1,350.00	\$150.00	\$1,350.00	\$1,600.00	\$14,400.00
6	JOB SITE MANAGEMENT	LS	1	\$40,000.00	\$40,000.00	\$390,000.00	\$390,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$170,568.00	\$170,568.00
7	MONUMENT PRESERVATION	LS	1	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$20,500.00	\$20,500.00	\$22,000.00	\$22,000.00	\$1,500.00	\$1,500.00	\$35,000.00	\$35,000.00	\$22,948.00	\$22,948.00
8	CONSTRUCTION STAKING	LS	1	\$150,000.00	\$150,000.00	\$85,650.00	\$85,650.00	\$48,000.00	\$48,000.00	\$85,650.00	\$85,650.00	\$28,000.00	\$28,000.00	\$40,400.00	\$40,400.00	\$81,313.00	\$81,313.00
9	SWPPP	LS	1	\$10,000.00	\$10,000.00	\$34,000.00	\$34,000.00	\$17,000.00	\$17,000.00	\$26,000.00	\$26,000.00	\$2,500.00	\$2,500.00	\$12,000.00	\$12,000.00	\$28,731.00	\$28,731.00
10	TEMPORARY EROSION CONTROL AND DUST CONTROL	LS	1	\$80,000.00	\$80,000.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$24,000.00	\$24,000.00	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$19,557.00	\$19,557.00
11	POTHOLING EXISTING UTILITIES	LS	1	\$150,000.00	\$150,000.00	\$105,000.00	\$105,000.00	\$280,000.00	\$280,000.00	\$341,000.00	\$341,000.00	\$300,000.00	\$300,000.00	\$400,000.00	\$400,000.00	\$559,736.00	\$559,736.00
12	CLEAR & GRUB	LS	1	\$30,000.00	\$30,000.00	\$65,000.00	\$65,000.00	\$70,000.00	\$70,000.00	\$135,000.00	\$135,000.00	\$1,000,000.00	\$1,000,000.00	\$150,000.00	\$150,000.00	\$168,872.00	\$168,872.00
13	ROADWAY EXCAVATION (F)	CY	10,480	\$90.00	\$943,200.00	\$85.00	\$890,800.00	\$154.00	\$1,613,920.00	\$68.00	\$712,640.00	\$90.00	\$943,200.00	\$85.00	\$890,800.00	\$70.00	\$733,600.00
14	ASPHALT CONCRETE REMOVAL	SF	502	\$7.00	\$3,514.00	\$6.00	\$3,012.00	\$3.50	\$1,757.00	\$3.50	\$1,757.00	\$5.00	\$2,510.00	\$2.80	\$1,405.60	\$27.00	\$13,554.00
15	CONCRETE SECTION REMOVAL	SF	17,278	\$5.00	\$86,390.00	\$3.70	\$63,928.60	\$4.34	\$74,986.52	\$3.50	\$60,473.00	\$2.40	\$41,467.20	\$3.70	\$63,928.60	\$10.00	\$172,780.00
16	CONCRETE VERTICAL CURB REMOVAL	LF	1,469	\$8.00	\$11,752.00	\$11.00	\$16,159.00	\$3.30	\$4,847.70	\$9.00	\$13,221.00	\$7.90	\$11,605.10	\$15.00	\$22,035.00	\$6.00	\$8,814.00
17	CONCRETE VERTICAL CURB & GUTTER REMOVAL	LF	8,337	\$18.00	\$150,066.00	\$17.00	\$141,729.00	\$3.30	\$27,512.10	\$13.00	\$108,381.00	\$4.70	\$39,183.90	\$15.00	\$125,055.00	\$17.00	\$141,729.00
18	CONCRETE DRIVEWAY REMOVAL	SF	9,342	\$7.00	\$65,394.00	\$5.00	\$46,710.00	\$5.17	\$48,298.14	\$11.50	\$107,433.00	\$3.00	\$28,026.00	\$5.00	\$46,710.00	\$19.00	\$177,498.00
19	CONCRETE VALLEY GUTTER REMOVAL	LF	211	\$7.00	\$1,477.00	\$28.00	\$5,908.00	\$6.28	\$1,325.08	\$28.00	\$5,908.00	\$11.00	\$2,321.00	\$19.00	\$4,009.00	\$51.00	\$10,761.00
20	REMOVE TINHORNS	LF	72	\$20.00	\$1,440.00	\$112.00	\$8,064.00	\$185.00	\$13,320.00	\$132.00	\$9,504.00	\$160.00	\$11,520.00	\$35.00	\$2,520.00	\$230.00	\$16,560.00
21	RELOCATE ROADSIDE SIGN PANEL AND POST	EA	9	\$100.00	\$900.00	\$350.00	\$3,150.00	\$350.00	\$3,150.00	\$450.00	\$4,050.00	\$450.00	\$4,050.00	\$450.00	\$4,050.00	\$323.00	\$2,907.00
22	REMOVE TREE	EA	6	\$1,750.00	\$10,500.00	\$1,975.00	\$11,850.00	\$4,200.00	\$25,200.00	\$3,035.00	\$18,210.00	\$4,000.00	\$24,000.00	\$2,000.00	\$12,000.00	\$2,500.00	\$15,000.00
23	REMOVE FENCE (WOOD)	LF	64	\$20.00	\$1,280.00	\$39.00	\$2,496.00	\$40.00	\$2,560.00	\$16.00	\$1,024.00	\$59.00	\$3,776.00	\$38.75	\$2,480.00	\$29.00	\$1,856.00
24	REMOVE FENCE (CHAIN LINK)	LF	80	\$20.00	\$1,600.00	\$38.00	\$3,040.00	\$40.00	\$3,200.00	\$20.00	\$1,600.00	\$20.00	\$1,600.00	\$38.75	\$3,100.00	\$23.00	\$1,840.00
25	HMA TYPE A	TON	12,420	\$125.00	\$1,552,500.00	\$115.00	\$1,428,300.00	\$106.00	\$1,316,520.00	\$93.00	\$1,155,060.00	\$125.00	\$1,552,500.00	\$131.00	\$1,627,020.00	\$120.00	\$1,490,400.00
26	SLURRY SEAL	SF	57,652	\$1.00	\$57,652.00	\$0.70	\$40,356.40	\$1.00	\$57,652.00	\$0.70	\$40,356.40	\$0.60	\$34,591.20	\$0.70	\$40,356.40	\$1.52	\$87,631.04
27	MINOR CONCRETE (SIDEWALK)	SF	17,776	\$12.00	\$213,312.00	\$9.00	\$159,984.00	\$19.00	\$337,744.00	\$15.00	\$266,640.00	\$6.00	\$106,656.00	\$16.00	\$284,416.00	\$15.00	\$266,640.00
28	MINOR CONCRETE (DRIVEWAY)	SF	14,914	\$20.00	\$298,280.00	\$15.00	\$223,710.00	\$12.00	\$178,968.00	\$29.00	\$432,506.00	\$11.00	\$164,054.00	\$22.00	\$328,108.00	\$24.00	\$357,936.00
29	MINOR CONCRETE (VALLEY GUTTER)	SF	1,836	\$20.00	\$36,720.00	\$20.50	\$37,638.00	\$15.00	\$27,540.00	\$35.00	\$64,260.00	\$15.00	\$27,540.00	\$36.00	\$66,096.00	\$188.00	\$345,168.00
30	MINOR CONCRETE (CURB & GUTTER)	LF	11,971	\$50.00	\$598,550.00	\$42.00	\$502,782.00	\$46.00	\$550,666.00	\$48.00	\$574,608.00	\$34.00	\$407,014.00	\$92.00	\$1,101,332.00	\$48.00	\$574,608.00
31	MINOR CONCRETE (CURB RAMP)	SF	3,824	\$30.00	\$114,720.00	\$30.00	\$114,720.00	\$39.00	\$149,136.00	\$43.00	\$164,432.00	\$17.00	\$65,008.00	\$50.00	\$191,200.00	\$109.00	\$416,816.00
32	MINOR CONCRETE (ROLLED CURB)	LF	530	\$80.00	\$42,400.00	\$45.00	\$23,850.00	\$40.00	\$21,200.00	\$75.00	\$39,750.00	\$45.00	\$23,850.00	\$110.00	\$58,300.00	\$52.00	\$27,560.00
33	TRUNCATED DOMES	SF	509	\$70.00	\$35,630.00	\$22.00	\$11,198.00	\$30.00	\$15,270.00	\$65.00	\$33,085.00	\$40.00	\$20,360.00	\$35.00	\$17,815.00	\$27.00	\$13,743.00
34	THERMOPLASTIC STRIPING (DETAIL 2)	LF	9,847	\$4.00	\$39,388.00	\$2.00	\$19,694.00	\$2.00	\$19,694.00	\$2.00	\$19,694.00	\$3.00	\$29,541.00	\$2.00	\$19,694.00	\$4.00	\$39,388.00
35	THERMOPLASTIC STRIPING (DETAIL 22)	LF	2,080	\$12.00	\$24,960.00	\$4.00	\$8,320.00	\$7.50	\$15,600.00	\$7.50	\$15,600.00	\$3.00	\$6,240.00	\$7.50	\$15,600.00	\$3.65	\$7,592.00
36	THERMOPLASTIC STRIPING (12" STOP BAR)	LF	710	\$20.00	\$14,200.00	\$10.00	\$7,100.00	\$10.00	\$7,100.00	\$10.00	\$7,100.00	\$12.00	\$8,520.00	\$10.00	\$7,100.00	\$15.00	\$10,650.00
37	THERMOPLASTIC PAVEMENT MARKINGS (WHITE CROSSWALK)	SF	9,028	\$12.00	\$108,336.00	\$10.00	\$90,280.00	\$10.00	\$90,280.00	\$10.00	\$90,280.00	\$4.30	\$38,820.40	\$10.00	\$90,280.00	\$5.00	\$45,140.00
38	THERMOPLASTIC PAVEMENT MARKINGS (WHITE STOP LEGEND)	SF	857	\$12.00	\$10,284.00	\$5.00	\$4,285.00	\$10.00	\$8,570.00	\$10.00	\$8,570.00	\$12.00	\$10,284.00	\$10.00	\$8,570.00	\$14.00	\$11,998.00
39	BLUE FIRE HYDRANT PAVEMENT MARKER (TYPE BB)	EA	37	\$80.00	\$2,960.00	\$55.00	\$2,035.00	\$75.00	\$2,775.00	\$75.00	\$2,775.00	\$150.00	\$5,550.00	\$75.00	\$2,775.00	\$183.00	\$6,771.00
40	ARROW STRIPING (TYPE 1 10')	SF	98	\$12.00	\$1,176.00	\$10.00	\$980.00	\$10.00	\$980.00	\$10.00	\$980.00	\$150.00	\$14,700.00	\$10.00	\$980.00	\$183.00	\$17,934.00
41	INSTALL YIELD PAVEMENT MARKINGS	SF	423	\$12.00	\$5,076.00	\$10.00	\$4,230.00	\$10.00	\$4,230.00	\$10.00	\$4,230.00	\$12.00	\$5,076.00	\$10.00	\$4,230.00	\$14.00	\$5,922.00
42	INSTALL NEW R1-1 SIGN PANEL AND POST	EA	2	\$350.00	\$700.00	\$495.00	\$990.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$951.00	\$1,902.00
43	RESET STREET NAME PANEL AND POST	EA	3	\$350.00	\$1,050.00	\$400.00	\$1,200.00	\$350.00	\$1,050.00	\$450.00	\$1,350.00	\$450.00	\$1,350.00	\$450.00	\$1,350.00	\$292.00	\$876.00
44	RESET STREET NAME PANEL ON R1-1 POST	EA	2	\$350.00	\$700.00	\$400.00	\$800.00	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00	\$219.00	\$438.00

45	RESET R1-1 SIGN PANEL AND POST	EA	6	\$400.00	\$2,400.00	\$400.00	\$2,400.00	\$350.00	\$2,100.00	\$450.00	\$2,700.00	\$450.00	\$2,700.00	\$450.00	\$2,700.00	\$305.00	\$1,830.00
46	INSTALL NEW R1-5 PANEL AND POST	EA	30	\$350.00	\$10,500.00	\$495.00	\$14,850.00	\$600.00	\$18,000.00	\$600.00	\$18,000.00	\$600.00	\$18,000.00	\$600.00	\$18,000.00	\$851.00	\$25,530.00
47	RESET R5-1 SIGN ON R1-1 POST	EA	1	\$350.00	\$350.00	\$400.00	\$400.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$457.00	\$457.00
48	RESET R6-1L SIGN ON R1-1 POST	EA	1	\$350.00	\$350.00	\$400.00	\$400.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$457.00	\$457.00
49	INSTALL R6-1L SIGN ON STREET LIGHT	EA	1	\$350.00	\$350.00	\$400.00	\$400.00	\$150.00	\$150.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$2,189.00	\$2,189.00
50	INSTALL W11-2, W16-7P SIGN PANELS, AND POST	EA	40	\$350.00	\$14,000.00	\$500.00	\$20,000.00	\$600.00	\$24,000.00	\$600.00	\$24,000.00	\$600.00	\$24,000.00	\$600.00	\$24,000.00	\$847.00	\$33,880.00
51	INSTALL W11-2 AND W16-7P SIGN PANELS ON EXISTING POST/POLE	EA	4	\$350.00	\$1,400.00	\$450.00	\$1,800.00	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$549.00	\$2,196.00
52	RESET W3-1 AND POST	EA	1	\$350.00	\$350.00	\$400.00	\$400.00	\$350.00	\$350.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$457.00	\$457.00
53	INSTALL FENCE (WOOD)	LF	56	\$100.00	\$5,600.00	\$295.00	\$16,520.00	\$350.00	\$19,600.00	\$63.00	\$3,528.00	\$200.00	\$11,200.00	\$295.00	\$16,520.00	\$204.00	\$11,424.00
54	INSTALL FENCE (CHAIN LINK)	LF	70	\$150.00	\$10,500.00	\$258.00	\$18,060.00	\$290.00	\$20,300.00	\$110.00	\$7,700.00	\$160.00	\$11,200.00	\$258.00	\$18,060.00	\$119.00	\$8,330.00
55	ADJUST WATER METER TO GRADE	EA	12	\$1,500.00	\$18,000.00	\$1,200.00	\$14,400.00	\$995.00	\$11,940.00	\$625.00	\$7,500.00	\$1,500.00	\$18,000.00	\$1,200.00	\$14,400.00	\$1,300.00	\$15,600.00
56	ADJUST WATER VALVE TO GRADE	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$995.00	\$995.00	\$1,550.00	\$1,550.00	\$1,200.00	\$1,200.00	\$2,600.00	\$2,600.00	\$3,830.00	\$3,830.00
57	RELOCATE WATER METER	EA	6	\$1,500.00	\$9,000.00	\$2,320.00	\$13,920.00	\$2,750.00	\$16,500.00	\$2,100.00	\$12,600.00	\$2,400.00	\$14,400.00	\$2,320.00	\$13,920.00	\$4,275.00	\$25,650.00
58	REPLACE WATER VALVE BOX	EA	45	\$1,500.00	\$67,500.00	\$1,200.00	\$54,000.00	\$1,100.00	\$49,500.00	\$1,200.00	\$54,000.00	\$1,500.00	\$67,500.00	\$1,200.00	\$54,000.00	\$850.00	\$38,250.00
59	REMOVE AND REPLACE FIRE HYDRANT	EA	1	\$5,000.00	\$5,000.00	\$13,100.00	\$13,100.00	\$7,500.00	\$7,500.00	\$6,950.00	\$6,950.00	\$9,000.00	\$9,000.00	\$13,100.00	\$13,100.00	\$11,025.00	\$11,025.00
60	RELOCATE ELECTRICAL BOX	EA	2	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$2,400.00	\$4,800.00	\$2,100.00	\$4,200.00	\$2,100.00	\$4,200.00	\$2,100.00	\$4,200.00	\$2,562.00	\$5,124.00
61	ADJUST GAS VALVE TO GRADE	EA	2	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$995.00	\$1,990.00	\$1,425.00	\$2,850.00	\$2,100.00	\$4,200.00	\$2,100.00	\$4,200.00	\$2,300.00	\$4,600.00
62	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	26	\$1,500.00	\$39,000.00	\$1,700.00	\$44,200.00	\$1,250.00	\$32,500.00	\$1,575.00	\$40,950.00	\$2,300.00	\$59,800.00	\$2,100.00	\$54,600.00	\$1,500.00	\$39,000.00
63	ADJUST SANITARY SEWER CLEANOUT TO GRADE	EA	3	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$995.00	\$2,985.00	\$1,450.00	\$4,350.00	\$1,700.00	\$5,100.00	\$1,750.00	\$5,250.00	\$1,725.00	\$5,175.00
64	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	4	\$1,500.00	\$6,000.00	\$1,700.00	\$6,800.00	\$1,250.00	\$5,000.00	\$1,850.00	\$7,400.00	\$2,000.00	\$8,000.00	\$2,100.00	\$8,400.00	\$2,540.00	\$10,160.00
65	STORM DRAIN CONNECTION TO MAIN	EA	10	\$4,500.00	\$45,000.00	\$2,400.00	\$24,000.00	\$4,500.00	\$45,000.00	\$2,500.00	\$25,000.00	\$4,800.00	\$48,000.00	\$2,400.00	\$24,000.00	\$5,425.00	\$54,250.00
66	STORM DRAIN MANHOLE	EA	14	\$7,500.00	\$105,000.00	\$8,325.00	\$116,550.00	\$9,250.00	\$129,500.00	\$6,800.00	\$95,200.00	\$13,000.00	\$182,000.00	\$8,325.00	\$116,550.00	\$9,450.00	\$132,300.00
67	REMOVE AND REPLACE STORM DRAIN CATCH BASIN	EA	7	\$7,500.00	\$52,500.00	\$6,910.00	\$48,370.00	\$7,200.00	\$50,400.00	\$8,300.00	\$58,100.00	\$11,000.00	\$77,000.00	\$6,910.00	\$48,370.00	\$11,800.00	\$82,600.00
68	STORM DRAIN CATCH BASIN	EA	17	\$5,000.00	\$85,000.00	\$5,500.00	\$93,500.00	\$6,000.00	\$102,000.00	\$7,750.00	\$131,750.00	\$5,900.00	\$100,300.00	\$5,500.00	\$93,500.00	\$7,465.00	\$126,905.00
69	18" STORM DRAIN PIPE	LF	3,051	\$200.00	\$610,200.00	\$166.00	\$506,466.00	\$157.00	\$479,007.00	\$257.00	\$784,107.00	\$220.00	\$671,220.00	\$230.00	\$701,730.00	\$180.00	\$549,180.00
70	ABANDON IN PLACE EXISTING STORM DRAIN PIPE	LF	234	\$25.00	\$5,850.00	\$67.00	\$15,678.00	\$40.00	\$9,360.00	\$50.00	\$11,700.00	\$60.00	\$14,040.00	\$67.00	\$15,678.00	\$65.00	\$15,210.00
71	ABANDON IN PLACE EXISTING STORM DRAIN INLET	EA	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
72	ABANDON IN PLACE EXISTING STORM DRAIN DRY WELL	EA	6	\$500.00	\$3,000.00	\$1,400.00	\$8,400.00	\$5,000.00	\$30,000.00	\$5,000.00	\$30,000.00	\$1,400.00	\$8,400.00	\$1,400.00	\$8,400.00	\$2,250.00	\$13,500.00
73	REINSTALL SIDEWALK UNDERDRAIN	EA	5	\$50.00	\$250.00	\$7,000.00	\$35,000.00	\$9,500.00	\$47,500.00	\$1,500.00	\$7,500.00	\$500.00	\$2,500.00	\$900.00	\$4,500.00	\$525.00	\$2,625.00
74	REINSTALL TRAFFIC LOOP	LS	1	\$3,000.00	\$3,000.00	\$30,700.00	\$30,700.00	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$16,470.00	\$16,470.00
75	RELOCATE MAILBOX	EA	2	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$295.00	\$590.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00	\$1,428.00	\$2,856.00
76	CONCRETE ROLLED CURB REMOVAL	LF	652	\$18.00	\$11,736.00	\$20.00	\$13,040.00	\$9.57	\$6,239.64	\$16.00	\$10,432.00	\$13.00	\$8,476.00	\$25.00	\$16,300.00	\$16.00	\$10,432.00
77	REMOVE EXISTING 30" IRRIGATION PIPE, BACKFILL, AND CONCRETE PLUG ENDS AT RIGHT OF WAY.	LF	120	\$60.00	\$7,200.00	\$260.00	\$31,200.00	\$360.00	\$43,200.00	\$209.00	\$25,080.00	\$105.00	\$12,600.00	\$260.00	\$31,200.00	\$130.00	\$15,600.00
78	18" STORM DRAIN PERFORATED PIPE	LF	20	\$220.00	\$4,400.00	\$283.00	\$5,660.00	\$550.00	\$11,000.00	\$470.00	\$9,400.00	\$300.00	\$6,000.00	\$540.00	\$10,800.00	\$425.00	\$8,500.00
79	STORM DRAIN CLEANOUT	EA	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$4,300.00	\$4,300.00	\$4,500.00	\$4,500.00	\$8,050.00	\$8,050.00
80	3/4" CRUSHED ROCK AT FRENCH DRAIN	CY	10	\$120.00	\$1,200.00	\$113.00	\$1,130.00	\$72.00	\$720.00	\$96.00	\$960.00	\$100.00	\$1,000.00	\$113.00	\$1,130.00	\$75.00	\$750.00
81	MIRAFI GEOTEXTILE FABRIC	SF	438	\$15.00	\$6,570.00	\$3.00	\$1,314.00	\$2.00	\$876.00	\$1.75	\$766.50	\$2.00	\$876.00	\$3.00	\$1,314.00	\$1.00	\$438.00
82	6 MIL POLY SHEETING	SF	165	\$15.00	\$2,475.00	\$2.00	\$330.00	\$5.00	\$825.00	\$5.00	\$825.00	\$2.00	\$330.00	\$2.00	\$330.00	\$1.00	\$165.00
83	CONSTRUCTION AREA SIGNS	LS	1	\$7,500.00	\$7,500.00	\$35,000.00	\$35,000.00	\$27,500.00	\$27,500.00	\$39,500.00	\$39,500.00	\$39,500.00	\$39,500.00	\$39,500.00	\$39,500.00	\$17,000.00	\$17,000.00
84	AGGREGATE BASE (CLASS 2)	CY	3,026	\$125.00	\$378,250.00	\$112.00	\$338,912.00	\$135.00	\$408,510.00	\$73.00	\$220,898.00	\$125.00	\$378,250.00	\$114.00	\$344,964.00	\$146.00	\$441,796.00
85	VIDEO SEWER AND STORM DRAIN INSPECTION	LS	1	\$61,500.00	\$61,500.00	\$108,000.00	\$108,000.00	\$55,000.00	\$55,000.00	\$12,000.00	\$12,000.00	\$105,000.00	\$105,000.00	\$108,000.00	\$108,000.00	\$306,264.00	\$306,264.00
86	UNSUITABLE MATERIAL	CY	823	\$100.00	\$82,300.00	\$135.00	\$111,105.00	\$200.00	\$164,600.00	\$235.00	\$193,405.00	\$155.00	\$127,565.00	\$150.00	\$123,450.00	\$90.00	\$74,070.00
87	REPLACE WATER METER	EA	1	\$1,500.00	\$1,500.00	\$5,695.00	\$5,695.00	\$5,500.00	\$5,500.00	\$6,300.00	\$6,300.00	\$5,100.00	\$5,100.00	\$5,695.00	\$5,695.00	\$2,450.00	\$2,450.00
88	1.5" ASPHALT GRIND	SY	128	\$7.00	\$896.00	\$55.00	\$7,040.00	\$75.00	\$9,600.00	\$53.00	\$6,784.00	\$7.00	\$896.00	\$35.00	\$4,480.00	\$70.00	



AGREEMENT

FOR ROADS PROGRAM PUBLIC IMPROVEMENT PROJECT

Project No. 23-069

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and DIRT DYNASTY, INC., a California corporation (“Contractor”), on this 23rd 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 Project **23-069** (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 23, 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 **Project No. 23-069**;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by 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 Project No. 23-069.”** 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	Scope of 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 Seven Million Three Hundred Four Thousand Four Hundred Sixty-Four **Dollars (\$7,304,464.00)** (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, including all punch list items, shall be completed on or before the expiration of **One Hundred Fifty (150)** working days (the "Completion 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 Completion Date, 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 Completion Date, in writing, to the City Engineer.

The Completion Date 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 Completion Date 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 Completion Date 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 Completion Date 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 Completion 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 **Nine Thousand Seven Hundred and no/100ths Dollars (\$9,700.00)** for each calendar day beyond the Completion 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 Completion Date. 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 Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date 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 Completion Date.

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 Standard Specifications 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) *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. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. 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, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under 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 active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(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). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall maintain 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. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* {Intentionally Omitted}

(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.

(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 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 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: Christopher Fisher, Municipal Services Director

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City Contract No. 2026-061
City Project No. 23-069
06/10/2025

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:

Dirt Dynasty, Inc.
Attn: Stephen McPeak
PO Box 67
Farmington, CA 95230

If to Contractor's Sureties:

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

Fred Pezeshk, PE
City of Turlock, Roads Program Manager
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-5520
E-mail: fpezeshk@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.

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City Contract No. 2026-061
City Project No. 23-069
06/10/2025

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 signature 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]

**DIRT DYNASTY, INC.,
a California corporation**

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: _____
Christopher Fisher, Municipal Services
Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

EXHIBIT A
SCOPE OF SERVICES
PROPOSAL

Project No. 23-069
Roads Program Capital Improvement Project

City of Turlock, California

DATED: 09/05/2025

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

NAME OF BIDDER: Dirt Dynasty, Inc.

BUSINESS ADDRESS: PO Box 67, Farmington, CA 95230

PLACE OF RESIDENCE: Stockton, 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.

PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before **2:00:00 pm local on Friday, September 5, 2025** at the address shown on the cover sheet of these specifications.

FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

Complete Proposal	Page No.
☐ PROPOSAL AND BIDDING FORM.....	8-16
☐ AFFIDAVIT	17
☐ INFORMATION REQUIRED OF BIDDER.....	18-19
☐ BIDDER'S BOND	20-21
☐ LIST OF SUBCONTRACTORS.....	22
☐ IRAN CONTRACTING ACT CERTIFICATION.....	23

The Successful Bidder shall submit within one week after receipt of Bids, one copy of all documentary information generated in preparation of Bid prices for this Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the Successful Bidder will be held in escrow for the duration of the contract. See Special Provisions Section "Escrow Bid Documents."

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:

BIDDING FORM

City of Turlock is hereinafter called the Owner.

BIDDER: Dirt Dynasty, Inc.

The work to be done and referred to herein is in City of Turlock and in Stanislaus County, State of California. It is shown on a set of Plans, entitled: **"City of Turlock Construction Plans for Roads Program Capital Improvement Project Number 23-069"** and is to be constructed in accordance with the Project Specifications and contract documents attached hereto by reference.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

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

Addendum No.	Addendum Date
<u>1</u>	<u>08/28/2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and became familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

The undersigned, as Bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the Plans and Specifications referred to, the referenced proposed contract, and the Bidder proposes and agrees that, if this proposal is accepted, he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements as therein set forth, and that he will take in full payment therefor the following unit prices as set forth in the Bid Schedule below.

CITY OF TURLOCK
Project No. 23-069
Roads Program Capital Improvement Project

BID SCHEDULE

	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE & PERMITS	LS	1	408,200.00	408,200.00
2	REMOVE AND RESET MONUMENT	EA	23	820.00	18,860.00
3	PORTABLE CHANGEABLE MESSAGE SIGN	EA	10	4,500.00	45,000.00
4	TRAFFIC CONTROL SYSTEM	LS	1	410,000.00	410,000.00
5	TEMPORARY CONSTRUCTION FUNDING SIGNS	EA	9	1,500.00	13,500.00
6	JOB SITE MANAGEMENT	LS	1	390,000.00	390,000.00
7	MONUMENT PRESERVATION	LS	1	25,000.00	25,000.00
8	CONSTRUCTION STAKING	LS	1	85,650.00	85,650.00
9	SWPPP	LS	1	34,000.00	34,000.00
10	TEMPORARY EROSION CONTROL AND DUST CONTROL	LS	1	40,000.00	40,000.00
11	POTHOLING EXISTING UTILITIES	LS	1	105,000.00	105,000.00
12	CLEAR & GRUB	LS	1	65,000.00	65,000.00
13	ROADWAY EXCAVATION (F)	CY	10,480	85.00	890,800.00
14	ASPHALT CONCRETE REMOVAL	SF	502	6.00	3,012.00
15	CONCRETE SECTION REMOVAL	SF	17,278	3.70	63,928.60
16	CONCRETE VERTICAL CURB REMOVAL	LF	1,469	11.00	16,159.00
17	CONCRETE VERTICAL CURB & GUTTER REMOVAL	LF	8,337	17.00	141,729.00
18	CONCRETE DRIVEWAY REMOVAL	SF	9,342	5.00	46,710.00
19	CONCRETE VALLEY GUTTER REMOVAL	LF	211	28.00	5,908.00
20	REMOVE TINHORNS	LF	72	112.00	8,064.00
21	RELOCATE ROADSIDE SIGN PANEL AND POST	EA	9	350.00	3,150.00
22	REMOVE TREE	EA	6	2,237.36 1,915.00	13,424.16 11,850.00

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City Contract No. 2026-061
City Project No. 23-069
06/10/2025

23	REMOVE FENCE (WOOD)	LF	64	39.00	2,496.00
24	REMOVE FENCE (CHAIN LINK)	LF	80	38.00	3,040.00
25	HMA TYPE A	TON	12,420	115.00	1,428,300.00
26	SLURRY SEAL	SF	57,652	0.70	40,356.40
27	MINOR CONCRETE (SIDEWALK)	SF	17,776	9.00	159,984.00
28	MINOR CONCRETE (DRIVEWAY)	SF	14,914	15.00	223,710.00
29	MINOR CONCRETE (VALLEY GUTTER)	SF	1,836	20.50	37,638.00
30	MINOR CONCRETE (CURB & GUTTER)	LF	11,971	42.00	502,782.00
31	MINOR CONCRETE (CURB RAMP)	SF	3,824	30.00	114,720.00
32	MINOR CONCRETE (ROLLED CURB)	LF	530	45.00	23,850.00
33	TRUNCATED DOMES	SF	509	22.00	11,198.00
34	THERMOPLASTIC STRIPING (DETAIL 2)	LF	9,847	2.00	19,694.00
35	THERMOPLASTIC STRIPING (DETAIL 22)	LF	2,080	4.00	8,320.00
36	THERMOPLASTIC STRIPING (12" STOP BAR)	LF	710	10.00	7,100.00
37	THERMOPLASTIC PAVEMENT MARKINGS (WHITE CROSSWALK)	SF	9,028	10.00	90,280.00
38	THERMOPLASTIC PAVEMENT MARKINGS (WHITE STOP LEGEND)	SF	857	5.00	4,285.00
39	BLUE FIRE HYDRANT PAVEMENT MARKER (TYPE BB)	EA	37	55.00	2,035.00
40	ARROW STRIPING (TYPE 1 10')	SF	98	10.00	980.00
41	INSTALL YIELD PAVEMENT MARKINGS	SF	423	10.00	4,230.00
42	INSTALL NEW R1-1 SIGN PANEL AND POST	EA	2	495.00	990.00
43	RESET STREET NAME PANEL AND POST	EA	3	400.00	1,200.00
44	RESET STREET NAME PANEL ON R1-1 POST	EA	2	400.00	800.00
45	RESET R1-1 SIGN PANEL AND POST	EA	6	400.00	2,400.00
46	INSTALL NEW R1-5 PANEL AND POST	EA	30	495.00	14,850.00
47	RESET R5-1 SIGN ON R1-1 POST	EA	1	400.00	400.00
48	RESET R6-1L SIGN ON R1-1 POST	EA	1	400.00	400.00

49	INSTALL R6-1L SIGN ON STREET LIGHT	EA	1	400.00	400.00
50	INSTALL W11-2, W16-7P SIGN PANELS, AND POST	EA	40	500.00	20,000.00
51	INSTALL W11-2 AND W16-7P SIGN PANELS ON EXISTING POST/POLE	EA	4	450.00	1,800.00
52	RESET W3-1 AND POST	EA	1	400.00	400.00
53	INSTALL FENCE (WOOD)	LF	56	295.00	16,520.00
54	INSTALL FENCE (CHAIN LINK)	LF	70	258.00	18,060.00
55	ADJUST WATER METER TO GRADE	EA	12	1,200.00	14,400.00
56	ADJUST WATER VALVE TO GRADE	EA	1	1,500.00	1,500.00
57	RELOCATE WATER METER	EA	6	2,320.00	13,920.00
58	REPLACE WATER VALVE BOX	EA	45	1,200.00	54,000.00
59	REMOVE AND REPLACE FIRE HYDRANT	EA	1	13,100.00	13,100.00
60	RELOCATE ELECTRICAL BOX	EA	2	2,000.00	4,000.00
61	ADJUST GAS VALVE TO GRADE	EA	2	1,500.00	3,000.00
62	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	26	1,700.00	44,200.00
63	ADJUST SANITARY SEWER CLEANOUT TO GRADE	EA	3	1,500.00	4,500.00
64	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	4	1,700.00	6,800.00
65	STORM DRAIN CONNECTION TO MAIN	EA	10	2,400.00	24,000.00
66	STORM DRAIN MANHOLE	EA	14	8,325.00	116,550.00
67	REMOVE AND REPLACE STORM DRAIN CATCH BASIN	EA	7	6,910.00	48,370.00
68	STORM DRAIN CATCH BASIN	EA	17	5,500.00	93,500.00
69	18" STORM DRAIN PIPE	LF	3,051	166.00	506,466.00
70	ABANDON IN PLACE EXISTING STORM DRAIN PIPE	LF	234	67.00	15,678.00
71	ABANDON IN PLACE EXISTING STORM DRAIN INLET	EA	2		
72	ABANDON IN PLACE EXISTING STORM DRAIN DRY WELL	EA	6	1,400.00	8,400.00
73	REINSTALL SIDEWALK UNDERDRAIN	EA	5	7,000.00	35,000.00
74	REINSTALL TRAFFIC LOOP	LS	1	30,700.00	30,700.00

C
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06/10/2025

75	RELOCATE MAILBOX	EA	2	500.00	1,000.00
76	CONCRETE ROLLED CURB REMOVAL	LF	652	20.00	13,040.00
77	REMOVE EXISTING 30" IRRIGATION PIPE, BACKFILL, AND CONCRETE PLUG ENDS AT RIGHT OF WAY.	LF	120	260.00	31,200.00
78	18" STORM DRAIN PERFORATED PIPE	LF	20	283.00	5,660.00
79	STORM DRAIN CLEANOUT	EA	1	4,500.00	4,500.00
80	3/4" CRUSHED ROCK AT FRENCH DRAIN	CY	10	113.00	1,130.00
81	MIRAFI GEOTEXTILE FABRIC	SF	438	3.00	1,314.00
82	6 MIL POLY SHEETING	SF	165	2.00	330.00
83	CONSTRUCTION AREA SIGNS	LS	1	35,000.00	35,000.00
84	AGGREGATE BASE (CLASS 2)	CY	3,026	112.00	338,912.00
85	VIDEO SEWER AND STORM DRAIN INSPECTION	LS	1	108,000.00	108,000.00
86	UNSUITABLE MATERIAL	CY	823	135.00	111,105.00
87	REPLACE WATER METER	EA	1	5,695.00	5,695.00
88	1.5" ASPHALT GRIND	SY	128	55.00	7,040.00
89	REMOVE AND DISPOSE EXISTING STORM DRAINPIPE	LF	25	77.00	1,925.00
90	REMOVE AND DISPOSE EXISTING STORM DRAIN INLET	EA	6	965.00	5,790.00
	TOTAL				7,304,464.00

(F) denotes final pay item per Section 9-1.02C of the State Standard Specifications.

COMPANY'S NAME: Dirt Dynasty, Inc.

BY: 
Stephen McPeak, Secretary/Treasurer

ADDRESS: PO Box 67
(Number) (Street)
Farmington, CA 95230
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: 209-623-1141

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.

A-General Engineering Contractor:

Dirt Dynasty, Inc., Contractor's License # 1009473, Class A
(Company's Name)

Expires 12/31/2025, DIR #: 1000035884

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  09/05/2025
(Bidder's Signature) Stephen McPeak, Secretary/Treasurer (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 sub-contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub-contractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(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 copartners 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. 1009473 Expiration Date 12/31/2025.

DATED: September 05, 2025

Address: PO Box 67, Farmington, CA 95230

Phone: 209-623-1141

X 
Signature of Bidder
Stephen McPeak, Secretary/Treasurer

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.

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 **Dirt Dynasty, Inc.**, hereinafter designated as the “Principal,” a contract for **Project No. 23-069**”; 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 **Dirt Dynasty, Inc.**, hereinafter designated as the “Principal”, a contract for **Project No. 23-069**; 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 23, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Fred Pezeshk, P.E., Roads Program Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 15 for Task Order No. 6A under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$1,156,506.41 to be funded by Fund 115 "Measure A – Roads" for City Project No. 23-069 as "NV5 CM Task Order No. 6A for City Project No. 23-069"

2. NARRATIVE:

On February 27, 2024, the City Council approved a Master Agreement for Construction Management and Inspection Services with NV5, Inc. (City Contract No. 2024-111). The Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of the Master Agreement.

Scope of services for construction management and inspection is described in three (3) activity components: Pre-Construction, Construction Management and Inspection, and Post-Construction. "Pre-Construction" activities ensure that the projects are properly set up and organized in the lead-up to start of construction. Activities such as constructability reviews, file reviews and set-up, scheduling, and pre-construction conference with the contractor take place during this stage. "Construction Management and Inspection" activities during the actual construction of the projects will ensure, in general, that the contractor is complying with the contractual requirements, that the work is constructed in compliance with the bid documents, that the quantities of work are measured accurately for proper payment to the contractor, and that issues encountered in the field are resolved in a timely fashion. "Post-Construction" activities ensure that as-built plans are prepared to document and accurately reflect the project as actually constructed and that contract records are adequately and properly organized and complete.

On May 27, 2025, the City Council approved Task Order No. 6 as an Amendment under the terms of the Master Agreement to provide Construction Management and Inspection Services for City Project No. 23-069. Since the design was still ongoing at the time, the Task Order only included the scope and fee for "Pre- Construction" activities.

With the completion of the design, critical items, such as the final scope of construction work, the engineer's estimate of probable construction costs, sequencing of construction, and the number of working days, were determined and a detailed scope of services for the remaining activities could then be developed.

Therefore, the proposed amendment includes the scope of services and fee associated with "Construction Management and Inspection" and "Post-Construction Services" activities for

City Project No. 23-069 which includes the following street sections:

City Project No. 23-069				
Street Name	From	To	Length (ft)	District
The Burl	North End	Chestnut St.	374.00	2
Florence St.	N. 1st St.	West Ave. North	2,785.00	2
N. Beech St.	W. Main St.	Park St.	1,388.00	2
Clifford Ave.	W. Main St.	Park St.	1,351.00	2
W. Olive Ave.	Lander Ave.	West Ave. North	2,532.00	2
Angelus St.	S. Soderquist Rd.	Lander Ave.	3,848.00	2
S. Orange St.	Lewis St.	Montana Ave.	519.00	2
	South Ave.	Bernell Ave.	718.00	2
Bernell Ave.	Bethany Ave.	S. Orange St.	400.00	2
Total Length (ft)			13,915.00	

“Construction Management and Inspection” and “Post-Construction Services” activities will commence shortly after the award of bid for each bid package and will continue throughout the construction period.

The proposed Amendment is essential to ensuring that adequate resources are available for advancing the construction of Roads Program CIP projects.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed Amendment No. 15 for NV5 CM Task Order No. 6A will be \$1,156,506.41 which will be funded from Fund 115 “Measure A – Roads”, account number 115-10-115.43327 “Construction Management.” The cumulative fiscal impact, including the previous Amendment is estimated to be \$1,225,503.31.

City Project No. 23-069	
Amendment No. 12 for CM Task Order No. 6	\$ 68,996.90
Amendment No. 15 for CM Task Order No. 6A (Proposed)	\$1,156,506.41
Total Estimated Fiscal Impact	\$1,225,503.31

4. ENVIRONMENTAL DETERMINATION:

Approving the amendment for the task order described above will not have a direct or reasonably foreseeable indirect physical change in the environment. Therefore, the proposed actions are not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) because they consist 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. Amendment 15 for Task Order 6A with NV5, Inc.



AMENDMENT NO. 15 FOR TASK ORDER NO. 6A
Under the Terms of the
MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
NV5, INC.
for
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
City Contract No. 2024-111

City Project No. 23-069

THIS AMENDMENT NO. 15 for Task Order No. 6A under the terms of City Contract No. 2024-111 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and NV5, INC., a California corporation ("Professional"), on this _____ day of _____ 2025 (the "Effective Date of Task Order No. 6A"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 15.

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

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

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

WHEREAS, Amendment No. 12 provided for the scope of services and fees for "Pre-Construction" services for City Project No. 23-069 as "NV5 CM Task Order No. 6 for City Project No. 23-069;" and

WHEREAS, City desires that Professional provide "Construction Management and Inspection" and "Post-Construction" services for said City Project as "NV5 CM Task Order No. 6A for City Project No. 23-069;" and

WHEREAS, Amendment No. 15 for Task Order No. 6A provides for the scope of services and associated fees for said City Project.

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

1. **Exhibit P**, attached hereto and incorporated herein by reference, is hereby added to the Agreement.
2. Recital B of the Agreement is amended to read as follows:

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibits A through P** attached hereto and incorporated herein by reference ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.
3. Recital C of the Agreement is amended to read as follows:

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

D. The Parties shall outline the rates and method of payment to Professional for its performance of the Services under this Agreement as determined under each Task Order ("Compensation Schedule"), which shall be included in one or more written amendments to this Agreement. Such Compensation Schedule is included in **Exhibit P**.
5. Section 5 of the Agreement is amended to read as follows:

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

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

Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

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

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H. City's total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement. The compensation for Amendment No. 15 shall not exceed One Million One-Hundred-Fifty-Six Thousand Five-Hundred-Six Dollars and Forty-One Cents (\$1,156,506.41), and One Million Two-Hundred-Twenty-Five Thousand Five-Hundred-Three Dollars and Thirty-One Cents (\$1,225,503.31) for City Project No. 23-069 ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

Amendment 12 for Task Order No. 6	\$ 68,996.90
Amendment 15 for Task Order No. 6A	\$1,156,506.41
Project 23-069 Not-to-Exceed Amount	\$1,225,503.31

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 15 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

NV5, INC., a California corporation

Lori Goodwin

By: _____
Lori Goodwin, Vice President

Date 08/26/2025

CITY

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

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petoulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

**EXHIBIT P TO AMENDMENT NO. 15 FOR CM TASK ORDER NO. 6A
(CITY CONTRACT NO. 2024-111)**

SCOPE OF CONSULTANT SERVICES

***CITY OF TURLOCK ROADS PROGRAM CIP PROJECTS
CONTRACT NO. 2024-111 TASK ORDER #6A
(PROJECT NO. 23-069)
CONSTRUCTION & POST-CONSTRUCTION SERVICES***



DESCRIPTION OF PROJECT

Provide construction and post-construction project management services for the City of Turlock Roads Program CIP Project No. 23-069 project. Project Plans and Specs dated 8/7/2025.

NV5 shall furnish a licensed Civil Engineer as Resident Engineer during the construction and post-construction period. NV5 will also provide support staff, as needed.

The Construction Manager shall be responsible for coordination with the City of Turlock and shall act as the key point of contact with the City. The Construction Manager shall also be responsible for coordination of the Resident Engineer and Construction Management staff. The Resident Engineer will oversee the daily interaction with the Contractor and other public agencies.

NV5 shall complete the following construction and post-construction services:

Task 2: Construction Services

TASK 2.1 DOCUMENT MANAGEMENT

Objectives:

1. Project-related documents shall be maintained through CMIS, the web-based document management software developed in-house by NV5 construction management personnel.

Description:

For project documentation management, the City utilizes the web-based Construction Management Information System (CMIS). This software was created by Paul Gill, a current member of NV5's construction management team. Our team has been an integral part of the development of the software. Throughout the years, our resident engineers and inspectors have tested and provided valuable input to improve the software to meet the needs of our construction management personnel and our clients. No other firm has more expertise and experience utilizing the CMIS software.

CMIS is a fully equipped state-of-the-art tool to effectively manage and document construction projects. CMIS was initially designed and developed in-house to give our resident engineers and inspectors a valuable tool to report construction contractor's daily work activities more efficiently and with more detail. The CMIS' Electronic Daily Diary (EDD) report, patterned after Caltrans' Daily Diary, is still one of the most important of the CMIS innovations. The EDD contains a manpower sheet, narrative sheet, photo sheet, and a contract item quantity sheet, all of which are word searchable. The system pulls daily diary quantities and automatically generates quantity sheets as well as progress pay estimates.

This EDD report has been credited with keeping contractors from filing claims and their activities professionally documented. With the EDDs excellent word search capability, our clients save time and money as project activities, manpower, and equipment expenditures can be instantly recalled for use in evaluating force account work and potential claims. This same tool is important to manage the contractor's construction schedule - it gives us the ability to see where the schedule is gaining and where it is slipping and allows for accurate assessments of the contractor's monthly schedule updates.

The CMIS system also has the capability of full electronic document control. The contractor uploads RFI's, submittals and correspondence to the system. The CMIS system will automatically distribute to the review party, send reminders, and keep time of the review process. Responses are returned through the system and stored for the project documentation. The document control system also has portals for weekly meeting agendas and meeting minutes, field directives, change orders, staking requests, SWPPP reports, material testing reports, certified payroll, and any other project correspondence. All project team members, including the construction management team, the City, the designer, and the contractor, can be given access to the project's CMIS. The web-based system provides real-time access to all project documentation from any office location.

Deliverables:

Searchable daily diaries with project photos.
Quantity Sheets and monthly progress pay summaries.
Force account / cost analysis calculation reports.
Up-to-date submittal, RFI, and CCO logs.
Digital records of all project correspondence and documentation.

TASK 2.2 QUALITY CONTROL

Objectives:

1. Assume total responsibility for the accuracy, completeness, and timeliness of all meeting notes, contract change orders, progress payments, labor compliance documentation, reports, and all other work performed under this contract.

Description:

NV5 acknowledges their responsibility for accuracy, completeness and timeliness of all project documentation including, meeting notes, contract change orders, progress payments, labor compliance documentation, reports and all other work performed under this contract. We have numerous internal quality control procedures that ensure the services and deliverables provided are of the highest quality. Our strong track record of being repeat clients for multiple cities, counties, Caltrans districts, and other agencies demonstrates the quality of our services.

TASK 2.3 CONSTRUCTION MEETINGS

Objectives:

1. Regularly schedule and conduct coordination and status meetings to review project status and budget; facilitate decision making.
2. Discuss issues that have the potential of adversely affecting the project budget, schedule, or product.
3. Prepare meeting agenda in consultation with the City Engineer, distribute agenda prior to meeting, arrange for appropriate participants to attend, and distribute meeting notes for regular project status meetings and public meetings.

Description:

The NV5 Team will facilitate weekly progress meetings with the contractor and their subcontractors, as appropriate, to review construction progress. Meetings topics will include project schedule, safety, environmental permits, SWPPP monitoring issues, traffic control, coordination with stakeholders. We will review updated project logs for submittals, RFIs, and Contract Change Orders. These meetings are also a good time to share complaints or community concerns that have been received. This forum allows for the entire construction team to discuss the concerns and the best actions to take. NV5 will keep minutes of the meetings, assign action items and responsibilities, and document project trends.

Deliverables:

Written agenda and minutes of each progress meeting.
Electronic copies of progress meeting minutes to the attendees.

TASK 2.4 COORDINATION

Objectives:

1. Coordinate all administrative, inspection, and testing activities of the construction contract.

Description:

NV5 will serve as the main contact for the City, design engineer, utility companies, businesses, property owners and other agencies. NV5 will be responsible for coordinating and tracking all project correspondence (RFI's, submittals and letters). NV5 will coordinate and track materials testing, and inspection schedules to ensure the Contractor's work is properly documented and performed per the requirements of the project specifications, standards, and plans.

Deliverables:

Logs for all project correspondence (RFI's, Submittals and Letters)

TASK 2.5 CONTRACT DOCUMENTS

Objectives:

1. Interpret the intent of the plans and specifications to protect the City against defects and deficiencies on the part of the Contractor and maintain the project budget and schedule.
2. Notify the City immediately of any errors or omissions in the Contract Documents.

Description:

NV5 Team will have a full understanding of all contract documents including the plans and specifications. In doing so, we will identify any inconsistencies and conflicts between parts of the plans, specifications, and estimates. We will also evaluate any claims from the contractor of contract document ambiguities, omissions, or conflicts through the RFI process. We will independently evaluate their claims and work with them to reach resolution. As needed, we will also meet with the City and design engineer to discuss any review comments; vet possible revisions, additions and/or deletions; and recommend any possible contract change orders.

Deliverables:

RFI and CCO logs

Prepare meeting agendas and distribute electronic minutes.

TASK 2.6 LABOR COMPLIANCE

Objectives:

1. Perform labor compliance tasks, including verifying certified payrolls, subcontractor and apprentice utilization, and labor interviews.

Description:

Our office engineer will complete a weekly listing documenting every contractor that works on the project and submit to the contractor for their use in submitting certified payroll. NV5 will review all certified payrolls from the contractor and each of its subcontractors, as required in Section 7 of the State Standard Specifications. The NV5 Team will conduct contractor and subcontractor employee interviews following City, state, and federal guidelines; check the contractor's and subcontractor's statements of compliance; check wages for each classification of laborer or craftsperson; and verify apprentice utilization. The NV5 Team will notify the City and the contractor of all discrepancies or errors and request a corrected certified payroll.

Deliverables:

Weekly listings

Hard copies of the contractor's certified payrolls maintained in the project files

Employee interview records

TASK 2.7 PROGRESS REPORTS

Objectives:

1. Prepare monthly progress reports and submit to the City. The reports will address the progress of the work, the project schedule, information/decisions required to maintain the schedule and complete deliverables, problems encountered that may affect schedule, budget, work products, anticipated work for the following week and month.
2. Include photographs documenting the progress of the work.

Description:

Monthly status reports will be prepared and submitted to the City Project Manager. The report will include:

- Progress to date (schedule status)
- Description of key issues
- Status of submittals and change orders, including NV5's change order log
- Anticipated construction tasks for the next week and month
- Potential claims
- Summary statement of working days
- Progress pay estimates (cost status)
- Photographs of completed work and work in progress.

Deliverables:

Prepare monthly progress report and send electronically to City Project Manager.

TASK 2.8 CONTRACT CHANGE ORDERS

Objectives:

1. Prepare change orders in compliance with the specifications and City procedures for City's approval.

Description:

Evaluation and negotiation of contract change orders (CCOs) are among the most important functions of the construction management team. Prior to requesting the City's approval, all CCOs will be evaluated by the NV5 Team. The review will include:

- Keeping the City's project manager informed on status of all CCOs
- Maintaining a log of proposed CCOs, indicating action dates and status
- Determining if the condition is a changed condition and documenting rationale
- Coordinating with the City and designer regarding impacts on the design
- Evaluating the contractor's CCO cost estimate and schedule impacts, and negotiating as required
- Accurately documenting labor, equipment, and materials used on force account work
- Preparing CCO documentation for City and contractor signatures
- Processing and incorporating the CCO into the progress payment breakdown

Deliverables:

Perform quantity and cost analysis as required for negotiation of contract change orders
Contract change order documentation ready for the City's approval and execution
Contract change order summary reports.

TASK 2.9 PROGRESS PAYMENTS

Objectives:

1. Analyze Contractor's initial schedule of values for reasonableness.
2. Reconcile and document items of work in compliance with the specifications
3. Prepare monthly progress payments in compliance with City procedures for approval.

Description:

When the schedule of values for specified lump sum items of work are submitted, NV5 will review for accurate breakdown of items and location for ease of monitoring progress and budget. For monthly progress pay estimates, we will review applications for payment with the contractor and negotiate any differences between the amount requested and NV5's measured quantities for work completed. Payments will be processed in compliance with City procedures and submitted to the City for approval. The estimate will include a systematic determination of the quantities of work completed and their values. Information from the construction management team's field data will include measurements of bid items on the project cost breakdowns. This data will be documented on monthly quantity sheets and used to assist with the monthly progress payments. All payments will be appropriately tied to a field daily diary as required by LAPM procedures.

Deliverables:

Contractor's certified application for payment

Progress payment request document and backup suitable for approval and execution by the City.

TASK 2.10 PROJECT SCHEDULE

Objectives:

1. Monitor and analyze Contractor's schedule for compliance with the specifications and any permit requirements.

Description:

We will review the contractor's baseline schedule and schedule updates as required by the project's specifications. The baseline schedule analysis will include a determination of whether the critical path is correct, the activity durations are reasonable, the interrelation between activities is accurate, all permit restrictions are represented, all necessary utility relocations and their timelines are included, and the overall logic is realistic. Once the baseline schedule is approved, it will serve as the initial blueprint of the contractor's approach to constructing the project. We will use the baseline schedule to evaluate potential delays and workaround strategies to mitigate delay impacts.

Monthly schedule updates will be reviewed for accuracy against the project records such as diaries, paving records, and other documentation. In addition, we will confirm that weather days, contract change orders, and work re-sequencing has been included so that impacts to the critical path can be accurately assessed.

NV5's resident engineer will also prepare the Weekly Statement of Working Days as a record of weather conditions, controlling item(s), and the status of working days remaining on a weekly basis. A copy will be sent to the contractor to allow them an opportunity to dispute the statement.

Deliverables:

Baseline schedule review

Monthly review of contractor's schedule updates including a narrative summary of schedule status and effects of changes on completion date

Preparation and transmittal of statement of working days every week

TASK 2.11 PROJECT BUDGET

Objectives:

1. Monitor and analyze project expenditures, track earned value, forecast project costs, and develop strategies to keep project within budget.

Description:

NV5 will develop and implement a cost control system to monitor and update the status of the construction and construction management costs and budget throughout the project. The goal of the cost control program is to identify trends before they become issues. The status of both the contractor's and construction management budgets will be summarized in our monthly progress reports. We will utilize approved baseline schedule to indicate the contractor's progress and provide a narrative in our monthly reports comparing actual progress to contract duration and budget expired to date. We will provide the City with detailed invoices for construction management services. These invoices will summarize labor expenditures, direct costs, and subconsultant charges. We will provide a narrative in the monthly progress reports detailing the tasks started, continued and/or completed in the reporting period. We will provide a comparison of our rate of expenditure to the overall construction progress.

Deliverables:

Cost analysis discussions in our monthly Progress Reports.

TASK 2.12 CONTRACTOR PROPOSALS

Objectives:

1. Evaluate Contractor's cost-reduction proposals and provide recommendations to the City.

Description:

NV5 will review and evaluate cost reduction proposals, or Value Engineering Cost Proposal (VECP) submitted per Caltrans Standard Specification Section 4-1.07. After review, we will provide comments and recommendations to the City based on their feasibility and benefits to the project.

Deliverables:

Cost analysis and benefits evaluation of cost reduction proposal submittals.

TASK 2.13 UTILITY COORDINATION

Objectives:

1. Coordinate with the appropriate utility companies for work that affects the specific utility.

Description:

The NV5 Team will take the lead in facilitating and documenting utility coordination efforts. Before construction begins, the NV5 Team will create a utility matrix to organize and track utility work. The matrix will allow the project team to anticipate any potential problems with utility work during construction and stay ahead of the contractor's scheduled submittals and work plans. We will hold utility coordination meetings as necessary to make sure that the utility coordination stays on track.

Deliverables:

Utility matrix

Utility coordination meeting minutes

Documentation and correspondence to and from the utility companies

TASK 2.14 SHOP DRAWINGS

Objectives:

1. Coordinate, document, and make recommendations regarding shop drawings and their compliance with the plans and specifications for the City's and design engineer's approval.

Description:

Contract provisions identify specific items to be provided by the contractor that are considered shop drawings, which are typically subject to review by both the construction management team as well as the project designer. When we receive submittals from the contractor, they will be stamped and logged in by date of receipt. NV5 will determine who needs to review, perform an independent analysis and circulate drawings for approval to the appropriate agency and/or team member. For these road rehabilitation projects, we do not anticipate any significant shop drawings to be required. But if the specifications do require any, they will be managed as detailed above.

Deliverables:

Submittal review per contract documents

Correspondence of review by the project's designer.

TASK 2.15 PROJECT SUBMITTALS

Objectives:

1. Coordinate, document, and make recommendations regarding submittals and their compliance with the plans and specifications for the City's and design engineer's approval.

Description:

Contract provisions identify specific items to be provided by the contractor that are subject to review. When we receive submittals from the contractor, they will be stamped and logged in by date of receipt. The NV5 Team will review all construction phase submittals. If the submittals include any proposed changes to the contract documents, the Resident Engineer will coordinate with the design engineer and the City, as appropriate.

A partial list of expected submittals includes:

- Construction Schedule
- Labor Compliance
- Traffic Control Plans
- SWPPP
- Safety Program
- FDR-C Mix Designs
- Minor Concrete Mix Designs
- Hot Mix Asphalt Job Mix Formula
- Material Submittals and COCs
- ADA Compliance Reports

Deliverables:

Comprehensive log of submittal tracking and response
Submittal review documentation per contract documents
Correspondence of review with status (acceptable, revise and resubmit)

TASK 2.16 MATERIALS TESTING

Objectives:

1. Coordinate, conduct, interpret, and supervise all required soils and material tests and inspections in accordance with the City's Quality Assurance Program (QAP), as required.

Description:

NV5 will follow the City's Quality Assurance Plan (QAP) for testing materials incorporated into the work. Materials will be sampled and tested in the field by NV5's subconsultant material testing firms. NV5 will review test results for compliance and maintain a testing log for all field testing.

Anticipated field material testing includes:

- Subgrade and aggregate base compaction testing, aggregate base material acceptance testing, hot mix asphalt material acceptance testing, hot mix asphalt density acceptance testing, and minor concrete acceptance testing.

Deliverables:

Laboratory test result reports maintained in NV5 project files and turned over to the City at the completion of the project

Testing summary logs of all test reports

TASK 2.17 SURVEY VERIFICATION

Objectives:

1. Inspect Contractor's surveying and staking.
2. Provide quality assurance.

Description:

Although construction staking will be performed by the contractor, NV5 will review the contractor's construction staking used to control line and grade along with the corresponding survey notes for conformance with the plans. We will verify the construction staking conforms with Chapter 12 of the Caltrans Survey Manual. NV5 will work closely with the contractor's surveyor in utilizing existing project control to make measurements to the contractor installed construction stakes used to control line and grade for the project. If questions arise or potential survey issues appear, NV5 has licensed surveyors available to perform quality assurance checks as necessary. NV5 will also employ laser levels, smart levels, and other measuring devices to confirm the contractor is constructing project elements in accordance with the lines, grades, and tolerances set forth in the contract plans.

Deliverables:

Survey notes from the contractor's surveyor will be stored in the project files.

TASK 2.18 ARBORIST SERVICES

Objectives:

1. Review arborist reports submitted by the contractor and advise the City on tree trimmings or removals.

Description:

NV5's subconsultant, Central Valley Landscaping and Tree, will provide an International Society of Arboriculture (IBA) certified arborist to review the contractor's arborist reports during construction, and advise the City on any necessary tree trimming and removal associated with the projects.

Deliverables:

Written recommendations to the City

TASK 2.19 CONSTRUCTION INSPECTION

Objectives:

1. Provide daily inspection of the construction and the Contractor's operations.
2. Prepare documentation of daily and weekly inspections.

Description:

The NV5 Team will serve as the front line of quality assurance of the contractor's work, and as the eyes and ears to identify potential problems such as utility conflicts, schedule issues, and design ambiguities, before they occur. Primary inspection services will include the following:

- Provide day-to-day written inspection reports on all activities performed by the contractor.
- Determine whether work complies with the contract documents, City's standards, and project permits, and approve or reject work accordingly.
- Document work performed, manpower, and extra work through daily diaries.
- Verify that the contractor is implementing the safety plan and safe practices in accordance with Cal/OSHA regulations.
- Schedule quality assurance material testing with the material testing firms, and coordinate corrective measures, as required, for failing materials.
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor.
- Perform quantity calculations based on completed work for progress payments.
- Take progress photos of the work and field conditions.
- Monitor traffic detours/lane closures and verify that they are opened in a timely manner.
- Perform and document ADA compliance verification of pedestrian facilities utilizing CEM5773 series forms.
- Prepare a punch list and update as-built drawing records as the work progresses.

Deliverables:

NV5's resident engineer's reports and inspectors' daily diary reports

Digital photographs to document construction activities

Verification of field measurements for compliance with contract plans and specifications and provision of quantity calculations for progress payments

Updates of as-built set of plans.

TASK 2.20 TEST DATA

Objectives:

1. Review material documentation and test data to ensure compliance with contract requirements.

Description:

NV5 will review test results for compliance and maintain a testing log for all field, manufactured and source inspection testing. We will verify that tests are taken and meet the requirements in accordance with the specifications and plans. NV5 will review manufacturer's shop drawings, comment, and provide correspondence to the Contractor. Mill certifications and certificates of compliance (COCs) will be collected (some arrive in the field, others will be submitted with the materials submittal), and verify the material meets the minimum requirements of the project specifications.

Deliverables:

Log of testing which includes, date test was taken, location of test, what type of test, required results actual results, acceptable or failing result, and action taken if test failed, retest information for failing test.

File mill certs and COCs in the job file records as outlined in the Caltrans LAPM and Caltrans Construction Manual.

TASK 2.21 TRAFFIC CONTROL

Objectives:

1. Review and make recommendations regarding all traffic control proposals, any impacts on local businesses, pedestrians, and motorists.
2. Inspect Contractor's traffic control measures to ensure compliance with specifications and the California Manual on Uniform Traffic Control Devices (CA MUTCD).

Description:

The NV5 Team will provide coordination and review of lane closures, detours, and staging to make sure that the traveling public and construction workers can safely maneuver within the project boundaries; to provide the most efficient means of travel with the least amount of congestion; and to keep the public, City, and emergency agencies aware of traffic changes. We will review ingress and egress to the local properties, enforce specifications for lane closures, and timing of and requirements for closures. During closures, our NV5 team will inspect the closure, traffic control devices and spacing to verify the closure meets the requirements of the contract documents, Caltrans standards, and the CA MUTCD.

Deliverables:

Detour and lane closure submittal review comments and approvals.

Documentation of traffic control implementation in the inspectors' daily diaries.

TASK 2.22 SAFETY

Objectives:

1. Conduct and document project safety meetings in accordance with the project requirements.
2. Report all accidents, including property damage, and notify proper authorities.
3. Document all incidents with photographs and written reports.
4. Enforce applicable Federal and State regulations for occupational safety and health standards for all construction activities.

Description:

NV5 will conduct staff safety meetings every week. We have a library of safety topics relevant to construction projects that we will choose from to discuss each week. We will track attendance at these staff meetings and discuss any safety issues observed in the field and opportunities to reconcile the issue. Attendance, topics and meeting notes will be filed in the job files per the Caltrans Construction Manual.

The NV5 Team will document accidents that occur on site during work hours. Property damage complaints will be directed to the Contractor and accident reports will be circulated as necessary depending on the severity of the accident. NV5 has a safety report template that will be completed along with pictures of the accident. These will be kept in the project files.

Deliverables:

Staff safety meeting topic, attendees, and meeting notes in project files for each week.
Complete accident forms with photographs in job files.

TASK 2.23 ENVIRONMENTAL AND STORMWATER

Objectives:

1. Inspect the Contractor's operations for conformance with the environmental documents that apply.
2. Review contractor's Erosion and Sediment Control Plan (ESCP) or Stormwater Pollution Prevention Plan (SWPPP).

Description:

Our team will monitor the contractor's work for compliance with all biological and environmental requirements, including any requirements that may be included in the anticipated Categorical Exemptions. We will also be available to help resolve any potential issues as they arise. Regarding stormwater management, although ESCP and/ or SWPPP compliance is the contractor's responsibility, this NV5 Team includes multiple Qualified SWPPP Developers (QSD) and Qualified SWPPP Practitioners (QSP) who will monitor day-to-day stormwater pollution prevention practices.

The NV5 Team will start by reviewing the contractor's ESCP or SWPPP. If a SWPPP is required, we will verify the NOI is submitted to the water board to obtain a WDID number, and that the contractor's Water Pollution Control Manager (WPC) uploads then necessary SWPPP documents in the SMARTS system upon authorizations. Throughout the length of the project, NV5 will certify that appropriate and effective BMPs are in place and document ineffective BMPs and recommend changes. We will verify that the contractor's inspections, documentation, and sampling are in accordance with the Construction General Permit and verify overall compliance with the approved ESCP or SWPPP. If issues arise, NV5 will investigate and recommend changes, and verify that the amendment is created and logged in the SMARTS system as necessary. If any illicit discharges occur, we will ensure they are reported as required. Lastly, we will verify that the Contractor submits annual reports onto the SMARTS system and assist the City in submitting the NOT at project completion.

Deliverables:

Monitor the implementation and effectiveness of BMPs employed in accordance with the project's ESCP or SWPPP

Document observations in the inspector's daily diaries.

TASK 2.24 CLAIMS MANAGEMENT

Objectives:

1. Analyze, coordinate, administer, and make recommendations regarding potential claims submitted by the Contractor.

Description:

The NV5 Team will take the lead in the resolution of any contract claims for this project during the construction contract period. We will track, provide claims administration, assemble supporting evidence, and prepare documents and responses regarding potential claims. We will draft position papers and be available to present the City position at the dispute resolution hearings. The NV5 Team will also be available to provide additional claims resolution support if further action is required. Claims resolution work, if necessary, is typically handled in the post construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

Deliverables:

Log of potential claims

Complete merit and cost analysis documentation per Caltrans Standard Specifications Section 5-1.4, "Potential Claim and Dispute Resolution"

Prepare letter responses and position papers

TASK 2.25 FINAL INSPECTION

Objectives:

1. Make final inspection of all construction.
2. Provide written documentation indicating conformance with the plans and specifications and approved change orders.

Description:

NV5 will coordinate a walk-through with the City, the designer, and the contractor to prepare a punch list indicating all deficiencies or omissions noted in the walk-through. We will then forward the punch list to the contractor for correction of the work in accordance with timeliness defined in the contract. NV5, in conjunction with the City, will inspect items on the punch list once the contractor has notified us that the work is complete. NV5 will sign off on completed items on the punch list. Upon completion of the punch list, we will notify the City that the work is complete and forward a copy of the completed punch list.

Deliverables:

Completed and signed-off punch-list submitted to the City with the closeout documents
Notice of Completion form for the City

Task 3: Post-Construction Services

TASK 3.1 AS-BUILT PLANS

Objectives:

1. Provide red-lined plans to design firm for completion of final project As-Built.

Description:

NV5 will monitor contractor-required record drawings on a monthly basis. We will also maintain a copy of up-to-date contract plans for the purpose of aiding the designer in the final review of the record drawings.

Deliverables:

One (1) set of contract drawings indicating recorded changes to the contract in red, as maintained by NV5.

TASK 3.2 CONTRACT RECORDS

Objectives:

1. Provide the City with complete project files documenting the project history.

Description:

All project documentation will be maintained in CMIS as detailed in Task 2.1. At the conclusion of the project, NV5 will perform a final review of the project records to ensure they are complete and accurate. The files will then be archived in PDF format for electronic storage.

Deliverables:

Archived project records in PDF format

TASK 3.3 PREPARE AND RECOMMEND FINAL PAYMENT

Objectives:

1. Negotiate final payment with the contractor.
2. Recommend final payment to the City.

Description:

After project acceptance, the NV5 Team will prepare a proposed final estimate (PFE) to allow the contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, we will meet with the contractor to attempt to agree on final payment for all contract items and change orders. If the contractor still objects to the PFE, we will assist the City in negotiating final settlement with the contractor and process the final estimate.

Deliverables:

Recommended final payment request with suitable backup documentation

Completion Schedule

NV5 shall be bound by the requirements of the Agreement from the start of construction services commencing in October 2025 until the conclusion of post-construction services. It is understood that this agreement is based on the assumptions that the construction contract will have no more than 150 working days, and the project will be completed partially concurrently with the City of Turlock Roads CIP Project 23-069. Time extensions may result in the need for additional CM services. The cost proposal is based on 9-hour work shifts according to the Caltrans 5-Day Working Calendar. Weekend and holiday work are not anticipated and therefore not included.

In the event that the City Project Manager requires additional Construction Management services, or the Construction Contract duration exceeds the working days listed above, an amendment may be required as stipulated in the Agreement.

Fee Schedule

Compensation to provide Construction Management services required for the construction observation and administration for the subject construction project as detailed in the Agreement, for the time periods discussed in the previous section throughout the duration of the contract, shall be at the rates included in the attached cost proposal.

Staffing Plan & Fee Proposal for Construction & Post Construction Services **Turlock Roads Program CIP Projects T.O. #6A (Project No. 23-069)**

Prepared for the City of Turlock

Name	Kramer Walker, PE	John Seymour, PE	Neil Novotny, EIT	Matt Ramsey	Brian Klassen	Bobby Dosanjh	Marty Sanchez	BSK	Unico	TOTAL COST
Classification	Construction Manager	Resident Engineer	Assistant Resident Engineer	Lead Inspector (7)	Inspector (7)	Inspector (7)	Labor Compliance Officer	Materials Testing	Survey QA	
Actual Hourly Rate	\$124.77	\$85.00	\$47.95	\$82.18	\$78.81	\$81.92	\$37.13			
Indirect Cost Rate (ICR)	136.58%	136.58%	136.58%	136.58%	136.58%	136.58%	136.58%			
Net Fixed Fee	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%			
Hourly Billing Rate (1)	\$324.70	\$221.20	\$124.78	\$213.86	\$205.09	\$213.19	\$96.63			
Contract Escalation Fee (8)	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%			
TASK 2: CONSTRUCTION MANAGEMENT & INSPECTION										
Project Coordination & Correspondence										
SUBTASKS 2.3, 2.4, 2.7, & 2.13	80	160	80							
Project Administration and Documentation										
SUBTASKS 2.1, 2.2, 2.5, 2.6, 2.8, 2.12, 2.14, 2.15, 2.20, & 2.24	100	640	480				240			
Construction Observation & Inspection Services										
SUBTASKS 2.16, 2.17, 2.18, 2.19, 2.21, 2.22, 2.23, 2.25	20	160	80	1334	0	1334		\$129,983.00	\$6,252.03	
Man Hour Subtotal	200	960	640	1334	0	1334	240	\$129,983.00	\$6,252.03	
Task 2 Subtotal Fees	\$64,938.79	\$212,354.21	\$79,861.84	\$285,284.03	\$0.00	\$284,391.42	\$23,190.33	\$129,983.00	\$6,252.03	\$1,086,266.64
TASK 3: POST-CONSTRUCTION SERVICES										
SUBTASKS 3.1, 3.2, & 3.3										
Man Hour Total	40	80	40	16	0	16	80			
Task 3 Subtotal Fees	\$12,987.96	\$17,696.18	\$4,981.36	\$3,421.82	\$0.00	\$3,410.99	\$7,730.11	\$0.00	\$0.00	\$50,238.43
Man Hour Total Tasks 2 - 3	240	1040	680	1350	0	1350	320	\$129,983.00	\$6,252.03	\$50,238.43
Total Fees Tasks 2 - 3	\$77,927.75	\$230,050.39	\$84,853.20	\$288,715.84	\$0.00	\$287,802.41	\$30,920.44	\$129,983.00	\$6,252.03	\$50,238.43

Notes and Assumptions:

1. NVS employee hourly rates include project-related overhead, profit, safety equipment, vehicles, laptops, and cell phones.
2. Cost proposal is based on 8-hour work shifts according to the Caltrans 5-Day Working Calendar.
3. Overtime, weekend, and holiday work is not included. Overtime hours will be paid in accordance with applicable labor law and prevailing wage rates, and are above and beyond the scope and fee of this estimate.
4. Adjustments to this estimate may be required if the actual schedule requires more or less construction management services than proposed.
5. This cost estimate is based on the construction phase of the project being completed within 150 working days. Time extensions (including weather delays) may result in additional CM services & fees.
6. This estimate is based on the specific scope of work described for the CITY OF TURLOCK ROADS PROGRAM CIP PROJECTS T.O. #6A (PROJECT NO. 23-069) - CONSTRUCTION & POST-CONSTRUCTION SERVICES.
7. Classifications requiring prevailing wage are subject to the provisions set forth in the latest DIR determination.
8. An escalation fee of 5.0% will be applicable for work completed after 03/31/2026.

Other Direct Costs		
Arborist Services		\$5,000.00
Per Diem (\$120 per day) - TBD Days		\$10,000.00
Proposal Total		\$1,156,506.41

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant NV5, Inc.

Project No. 23-069

Contract No. 2024-111 Task Order #6A

Date 8/20/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Construction Manager	Kramer Walker, PE*	240	\$124.77	\$29,944.80
Resident Engineer	John Seymour, PE*	1040	\$85.00	\$88,400.00
Assistant Resident Engineer	Neil Novotny, EIT	680	\$47.95	\$32,606.00
Labor Compliance Officer	Annette Rodriguez	320	\$37.13	\$11,881.60
Lead Inspector	Matt Ramsey**	1350	\$82.18	\$110,943.00
Inspector	Brian Klassen**	0	\$78.81	\$0.00
Inspector	Bobby Dosanjh**	1350	\$81.92	\$110,592.00
Backup Assistant RE	Kolton Walker, PE	0	\$80.00	\$0.00

4980

LABOR COSTS

a) Subtotal Direct Labor Costs

\$384,367.40

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

\$1,921.84

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$386,289.24

FRINGE BENEFITS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits

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

INDIRECT COSTS

f) Overhead

(Rate: 136.58%)

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

\$527,593.84

h) General and Administrative

(Rate: 0.00%)

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

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$527,593.84

FIXED FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$91,388.31

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

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem	TBD	Calendar Day	\$120.00	\$10,000.00
Arborist Services	TBD	TBD	ACTUAL	\$5,000.00

l) TOTAL OTHER DIRECT COSTS

\$15,000.00

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

Subconsultant 1: BSK (Material Testing)

\$129,983.00

Subconsultant 2: UNICO (QA Survey)

\$6,252.03

m) TOTAL SUBCONSULTANTS

\$136,235.03

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$151,235.03

TOTAL COST [(c) + (j) + (k) + (n)]

\$1,156,506.41

NOTES:

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

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

Consultant NV5, Inc.Contract No. 2024-111 Task 1Date 8/20/2025**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$384,367.40	4980	=	\$77.18	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$77.18	+	5%	=	\$81.04	Year 2 Avg Hourly Rate
Year 2	\$81.04	+	5%	=	\$85.09	Year 3 Avg Hourly Rate
Year 3	\$85.09	+	5%	=	\$89.35	Year 4 Avg Hourly Rate
Year 4	\$89.35	+	5%	=	\$93.82	Year 5 Avg Hourly Rate
Year 5	\$93.82	+	5%	=	\$98.51	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	90.00%	*	4980.0	=	4482.0	Estimated Hours Year 1
Year 2	10.00%	*	4980.0	=	498.0	Estimated Hours Year 2
Year 3	0.00%	*	4980.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	4980.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	4980.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	4980.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$77.18	*	4482	=	\$345,930.66	Estimated Hours Year 1
Year 2	\$81.04	*	498	=	\$40,358.58	Estimated Hours Year 2
Year 3	\$85.09	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$89.35	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$93.82	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$386,289.24	
Direct Labor Subtotal before Escalation				=	\$384,367.40	
Estimated total of Direct Labor Salary Increase				=	\$1,921.84	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that the year one rates expire 03/31/26 and salary increases due to escalation are effective 04/01/26.
- 4 Calculations for anticipated salary escalation must be provided.

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Lori Goodwin Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 8/20/2025

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

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

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

List services the consultant is providing under the proposed contract:

Construction Management Services



252 W. Larch Road, Suite H
Tracy CA 95304
P 209.245.0492
www.bskassociates.com

August 15, 2025 (revised August 18, 2025)
BSK Proposal No. C25001129

COST ESTIMATE

City of Turlock Roads Program Capital Improvement Project City Project No. 23-069

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Earthwork Construction					
Compaction Testing Technician - Subgrade / AB	25	8	200	\$146.00	\$29,200.00
Compaction Testing Technician - Trench Backfill	15	8	120	\$146.00	\$17,520.00
Nuclear Gauge Equipment Fee	40			\$70.00	\$2,800.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	40			\$90.00	\$3,600.00
Slurry Seal					
Slurry Seal Observation and Sampling	2	8	16	\$146.00	\$2,336.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	2			\$90.00	\$180.00
Hot Mix Asphalt (HMA)					
Compaction Testing Technician - HMA	14	8	112	\$146.00	\$16,352.00
Compaction Testing Technician - HMA - OT	14	2	28	\$219.00	\$6,132.00
Nuclear Gauge Equipment Fee	14			\$70.00	\$980.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	14			\$90.00	\$1,260.00
Concrete Construction					
Concrete Sampling - Minor Concrete (Periodic)	8	4	32	\$130.00	\$4,160.00
Sample Pickup and Delivery	8	2	16	\$120.00	\$1,920.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	16			\$90.00	\$1,440.00
FIELD SERVICES ESTIMATE					\$87,880.00

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Subgrade / AB				
Caltrans Maximum Wet Density (CT 216)	as required	25	\$270.00	\$6,750.00
Modified Proctor, 4" or 6" Curve (ASTM Method)	as required	5	\$320.00	\$1,600.00
Sieve Analysis w/Wash (CT 202)	1 per 2,000 CY	1	\$215.00	\$215.00
Sand Equivalent (CT 217)	1 per 2,000 CY	1	\$159.00	\$159.00
R-Value of Soils (CT 301)	1 per 2,000 CY	1	\$450.00	\$450.00
Durability Index (CT 229)	1 per 2,000 CY	1	\$315.00	\$315.00
Slurry Seal				
Sieve Analysis w/Wash (CT 202)	1 per mix	1	\$215.00	\$215.00
Sand Equivalent (CT 217)	1 per mix	1	\$159.00	\$159.00
Hot Mix Asphalt (HMA)				
Sieve Analysis w/Wash (CT 202)	1 per day	14	\$215.00	\$3,010.00
Sand Equivalent (CT 217)	1 per day	14	\$159.00	\$2,226.00
Asphalt Binder Content (CT 382)	1 per day	14	\$282.00	\$3,948.00
Oil Content Correction Factor (CT 382)	1 per mix	1	\$656.00	\$656.00
Theoretical Maximum Specific Gravity and Density - Rice (CT 309)	1 per day	14	\$315.00	\$4,410.00
HMA Moisture Content (CT 370)	1 per day	14	\$83.00	\$1,162.00
Hamburg Wheel Track (AASHTO T324)	1 per project	1	\$2,500.00	\$2,500.00
Density of Cores - Bulk Specific Gravity (CT 308)	every 250 tons	58	\$80.00	\$4,640.00
Concrete - Minor				
Compression Test Concrete (ASTM C39)	1 set per visit	8	\$171.00	\$1,368.00
LABORATORY TESTING ESTIMATE				\$33,783.00

BSK SERVICES ADMINISTRATION	HOURS	RATE	EXTENSION
Principal (Contract / Performance Oversight)	2	\$285.00	\$570.00
Registered Engineer (Review, support and reporting)	9	\$250.00	\$2,250.00
Project Manager (Field Oversight, Daily Report Review)	12	\$250.00	\$3,000.00
Administration (Data Processing, Report Prep., Field Coordination)	10	\$100.00	\$1,000.00
Certified Payroll / DIR Upload	Monthly 5	\$300.00	\$1,500.00
ADMINISTRATION ESTIMATE			\$8,320.00
TOTAL BUDGET ESTIMATE			\$129,983.00

Environmental, Geotechnical, Construction Services, Analytical Testing - **An Employee-Owned Company**

BSK Associates - Schedule of Fees - July 1, 2024 to June 30, 2025

PERSONNEL RATES

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

PROFESSIONAL STAFF

Principal	\$	299.00	Seismic GIS	\$	231.00
Senior Professional	\$	263.00	GIS Specialist	\$	200.00
Project Professional II	\$	247.00	Information Specialist II	\$	189.00
Project Professional I	\$	210.00	Information Specialist I	\$	168.00
Staff Professional II	\$	184.00	CAD	\$	126.00
Staff Professional I	\$	163.00	Litigation support		1.5x standard rate
Project Administrator	\$	116.00	Deposition / Trial		2.0x standard rate
Administrative Assistant / Clerical	\$	105.00			

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)

Non-Destructive Inspection/Testing	\$	173.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>	
Special Inspector	\$	147.00	Field Work from 0 to 4 hours	Bill 4 hours
Engineering Technician	\$	142.00	Field Work from 4 to 8 hours	Bill 8 hours
Technician	\$	137.00	Field Work over 8 hours / Saturdays	Bill time and a half
Ground Penetrating Radar Scanning Technician	\$	331.00	Sundays, holidays and over 12 hours	Bill double time
Core Drilling Technician	\$	257.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Floor Flatness Testing Technician	\$	221.00	Show-up time (no work performed)	Bill 2 hours
Sample Pickup / Transportation / Delivery	\$	126.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Laboratory Technician	\$	137.00		

NORTHERN CA PREVAILING WAGE LABOR RATES

Group 1 - Special Inspector	\$	189.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>	
Group 2 - Special Inspector	\$	179.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 3 - Engineering Technician	\$	159.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 3 - Geotechnical Professional	\$	194.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Environmental Professional	\$	194.00	Sundays, holidays and over 12 hours	Bill double time
Group 4 - Technician	\$	139.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
			Show-up time (no work performed)	Bill 2 hours
			Sampling or cylinder pickup, minimum charge	Bill 2 hours

SOUTHERN CA PREVAILING WAGE LABOR RATES

Group 1 - Geotechnical Professional	\$	196.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>	
Group 1 - Environmental Professional	\$	196.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 1 - Technician	\$	169.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 2 - Special Inspector	\$	179.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Non-Destructive Testing (NDT)	\$	189.00	Sundays, holidays and over 12 hours	Bill double time
			Premium Shift (Weekday work before 6am / after 5pm)	Bill time and a half
			Show-up time (no work performed)	Bill 2 hours
			Sampling or cylinder pickup, minimum charge	Bill 2 hours

REIMBURSABLES

Project Administration Fees	7% of Invoice	DIR Administration Fees	3% of Invoice
Mileage - 2x4 (Portal to Portal)	\$ 1.00	Certified Payroll / DIR Upload (Monthly)	\$ 300.00
Mileage - 4x4 (Portal to Portal)	\$ 2.00	Non-Performance Certified Payroll / DIR Upload (Monthly)	\$ 100.00
Bridge Toll	Cost + 15%	Subcontractor Management / Compliance Forms (Monthly)	\$ 100.00
Parking Fees	Cost + 15%	Additional LCP Tracker or Other Compliance Software (Monthly)	\$ 200.00
Per Diem (as required)	Quote / \$250 min.	Additional Special Forms, as required (Monthly)	\$ 150.00
Subconsultant Services	Cost + 15%	Project Setup (Project)	\$ 550.00

BSK Associates - Schedule of Fees - July 1, 2024 to June 30, 2025

SOFTWARE AND EQUIPMENT

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

ANALYSIS SOFTWARE USAGE FEES			
gINT (software)	\$ 68.00	Slide (software)	\$ 133.00
LPile (software)	\$ 68.00	Settle3D (software)	\$ 133.00
APile (software)	\$ 68.00	Cpet-IT (software)	\$ 68.00
SHAFT (software)	\$ 68.00	LiqSVs (software)	\$ 68.00
GROUP (software)	\$ 133.00	ArcGIS (software)	\$ 68.00
Cliq (software)	\$ 68.00	Surfer (software)	\$ 68.00
LiquefyPro (software)	\$ 68.00	Seep/W (software)	\$ 133.00
LiqIT (software)	\$ 68.00		
EQUIPMENT			
Nuclear Gauge (Day)	\$ 74.00	10' PVC Blank - 2" (Each)	\$ 28.00
Skidmore Wilhelm Calibrator (Day)	\$ 74.00	10' PVC Blank - 4" (Each)	\$ 65.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	\$ 74.00	10' PVC Screen - 2" (Each)	\$ 44.00
Proof Load Testing Equipment (Day)	\$ 74.00	10' PVC Screen - 4" (Each)	\$ 88.00
Torque Wrench (Day)	\$ 74.00	5' PVC Blank - 2" (Each)	\$ 19.00
GPR Scanning Equipment (Day)	\$ 341.00	5' PVC Blank - 4" (Each)	\$ 56.00
Rebar Locator/Pachometer (Day)	\$ 134.00	5' PVC Screen - 2" (Each)	\$ 28.00
Coring Equipment (day)	\$ 252.00	5' PVC Screen - 4" (Each)	\$ 72.00
Relative Humidity Meter (Day)	\$ 74.00	55 Gallon Drum (Each)	\$ 131.00
Moisture Emission Test Kit (Each)	\$ 50.00	6 "x 5' Steel Monument Cover (Each)	\$ 310.00
Wood Moisture Meter (Day)	\$ 74.00	Air Indicators (Each)	\$ 56.00
Air Meter (Concrete)	\$ 74.00	Combustible Gas Indicator (Day)	\$ 83.00
Laptop (Day)	\$ 79.00	Disposable Bailer (Each)	\$ 15.00
Document Scanner (Day)	\$ 34.00	HydroPunch Tip (Each)	\$ 26.00
Vehicle/Truck Charge (Day)	\$ 144.00	Lantec GEM 500 (Day)	\$ 271.00
Hand Auger (Day)	\$ 158.00	Locking Cap - 2" (Each)	\$ 26.00
Seismograph (Day)	\$ 333.00	Locking Cap - 4" (Each)	\$ 53.00
Hand-held GPS (Day)	\$ 102.00	Silicone Tubing (Foot)	\$ 9.00
Slope Inclinator Probe (Each)	\$ 525.00	Tedlar Vapor Bags (Each)	\$ 32.00
Double Ring Infiltrator (Day)	\$ 158.00	Bottom Cap (Each)	\$ 11.00
Drilling Kit - Paint/Stakes/Lath (Each)	\$ 36.00	Disposable Purge Pump Tubing (Foot)	\$ 2.00
Drilling Supplies (Tubes / Caps)	\$ 368.00	Bison Resistivity Meter (Day)	\$ 213.00
Sample Sleeve w/ Caps/Teflon 6" (Each)	\$ 14.00	Chem Grout Pump (Day)	\$ 139.00
Manometer (Day)	\$ 259.00	DC Purge Pump (Day)	\$ 70.00
Generator	\$ 110.00	Development Pump and Controller (Day)	\$ 97.00
Power Auger	\$ 110.00	Dissolved Oxygen Meter (Day)	\$ 84.00
AC Cold Patch (Each)	\$ 20.00	Grundfos Converter (Day)	\$ 93.00
Bentonite Grout (Bag)	\$ 28.00	HydroPunch II (Each)	\$ 333.00
Bentonite Medium Chips (Bag)	\$ 26.00	Interface Meter (Each)	\$ 125.00
Bentonite Pellets (Bucket / Bag)	\$ 198.00	Kemmer Sampler (Day)	\$ 48.00
Bentonite Powder (Bag)	\$ 16.00	ORP Meter (Each)	\$ 89.00
Filter Sand (Bag)	\$ 15.00	Sample Pump (Day)	\$ 133.00
Portland Cement (Bag)	\$ 20.00	Scanning Equipment (Day)	\$ 134.00
Ready Mix (Bag)	\$ 19.00	Water Level Data Logger (Day)	\$ 103.00
Padlocks (Each)	\$ 28.00	Telescopic Wastewater Sampler (Day)	\$ 70.00
pH/EC/Temperature Meter (Day)	\$ 79.00	SVE System (Month)	\$1,470.00
PID/OVA (Day)	\$ 158.00	Combustible Gas Meter (Day)	\$ 252.00
Steam Cleaner (Day)	\$ 146.00	Water Meter (Day)	\$ 68.00
Turbidity Kit (Day)	\$ 89.00	Flow Monitoring Equipment (Day)	\$ 408.00
Water Sample Filters (Each)	\$ 29.00	Liquid Proportional Sampling Equipment (Day)	\$ 414.00
Well Sounder (Day)	\$ 63.00	Gas Detector Pump (Each)	\$ 48.00
Well Vault Traffic Rated Box (Each)	\$ 146.00	Landfill Gas Chromatograph (Day)	\$ 273.00
Bollards (Each)	\$ 125.00	Support Truck (Day)	\$ 273.00
Air Compressor (Day)	\$ 74.00	Sound Level Meter (Each)	\$ 43.00
Continuous Core Sampler (Day)	\$ 341.00	Water Level Transducers (Each)	\$ 16.00
4" Disposable Bailleurs (Each)	\$ 26.00	Multiparameter Env Water Meter (Day)	\$ 179.00

BSK Associates - Schedule of Fees - July 1, 2024 to June 30, 2025

MATERIALS LABORATORY TESTS

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.
Standard Rate Applies to Normal Testing Schedule. Rush Order Turnaround Time Charged at 1.5 x Standard Unit Rates.

SOILS & AGGREGATES

Modified or Standard Proctor - 4" or 6" Mold (ASTM / AA)	\$ 336.00	% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	\$ 218.00
Proctor with Oversize Material (ASTM / AASHTO)	\$ 420.00	% Flat & Elongated (ASTM D4791)	\$ 167.00
Proctor Check Point (All Methods)	\$ 180.00	Minus 200 Wash/Aggregate (ASTM C117)	\$ 110.00
Caltrans Maximum Wet Density (CT 216)	\$ 284.00	Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	\$ 226.00
Minus 200 Wash Soil (ASTM D1140)	\$ 110.00	Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	\$ 110.00
Moisture Content of Soils (ASTM D2216)	\$ 47.00	Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	\$ 210.00
Plasticity Index (ASTM D4318)	\$ 290.00	Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	\$ 210.00
Expansion Index of Soils (UBC No. 29)	\$ 311.00	Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	\$ 167.00
Collapse Potential of Soils (ASTM D2435)	\$ 270.00	Durability Index (CT 229)	\$ 331.00
Organic Impurities (ASTM C40 / CT 213)	\$ 110.00	Abrasion by LA Rattler, Large Size (ASTM C131/CT 211/AASHTO T96)	\$ 378.00
Tube Density & Moisture Content of Soil (ASTM D2216, D)	\$ 57.00	Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	\$ 311.00
Visual Classification (ASTM D2488)	\$ 57.00	Cleaness Value of Aggregate (CT 227)	\$ 238.00
Hydrometer (ASTM D422 / CT 203)	\$ 315.00	Aggregate Wt pcf Compacted (ASTM C 29)	\$ 117.00
Double Hydrometer (ASTM D4221)	\$ 414.00	Gradation-Rip Rap - Per Sieve (D5519-Method A)	\$ 298.00
Uncompacted Void Content (CT 234 / AASHTO T304)	\$ 147.00	Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T)	\$ 462.00
Sand Density Calibration (ASTM D1566)	\$ 231.00	Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	\$ 147.00
Minimum Resistivity of Soils (CT 643)	\$ 186.00	R-Value of Soils (CT 301)	\$ 473.00
Consolidation (ASTM D2435) w/ 2 Time Rates	\$ 553.00	Soil Cement Compression - Set (ASTM D1633)	\$ 315.00
Consolidation (ASTM D2435) w/ No Time Rates	\$ 368.00	CIR / FDR Compressive Strength Testing - Set	\$ 315.00
Unconfined Compressive Strength, Soil (ASTM D2166)	\$ 147.00	CIR / FDR Sample Preparation / Compaction	\$ 289.00
Remolded Consolidation (ASTM D2435)	\$ 468.00	CBR (ASTM D1883/AASHTO T-180)	\$1,313.00
Minimum Index Density Soils (ASTM D4254)	\$ 91.00	Preparation of Soil-Cement Samples	\$ 994.00
Direct Shear Remolded (ASTM D3080)	\$ 347.00	Soluble Sulfate Chloride & Sulfide	\$ 172.00
Direct Shear (ASTM D3080)	\$ 290.00	pH Sulfate & Chloride	\$ 87.00
Remolded Direct Shear (ASTM D3080)	\$ 347.00	% Lumps/Friable Particles (ASTM C142)	\$ 107.00
Remolded Flexwall Perm (ASTM D5084)	\$ 739.00	% Organics in Soil (ASTM D2974)	\$ 181.00

HOT MIX ASPHALT

JMF Mix Design, Superpave / Caltrans	\$11,838.00	Bitumen Content - Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 296.00
JMF Verification - HMA - Superpave / Caltrans	\$6,860.00	Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 689.00
JMF Production Startup - Superpave / Caltrans	\$6,382.00	Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$ 180.00
RAP Material Testing - Additional Fee	\$ 830.00	Bulk Specific Gravity (CT308 / AASHTO T275 / ASTM D2726)	\$ 84.00
Rubberized RHMA Material - Additional Fee	\$1,915.00	HMA Theo. Max Density Rice Method (ASTM D2041 / CT 309 / AASHTO T204)	\$ 331.00
JMF Mix Design, HVEEM	\$4,095.00	Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$ 70.00
JMF Mix Design, Marshall	\$4,858.00	Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$ 87.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	\$2,924.00	Film Stripping	\$ 117.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$ 442.00	Compaction/Preparation of HMA Briquette (CT 304)	\$ 290.00
Hamburg Wheel Track (AASHTO T324)	\$2,625.00	Stabilometer Value - Set of 3 (CT366)	\$ 368.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$1,449.00	Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$1,943.00
Marshall Maximum Density (ASTM D6926)	\$ 386.00	Calculated AC Maximum Density (CT 367)	\$ 131.00
Marshall Stability & Flow (ASTM D6927)	\$ 331.00	Thickness Determination of AC Cores	\$ 28.00

CONCRETE & MASONRY

Compression Test Concrete - Per Cylinder (ASTM C39)	\$ 37.00	Flexural Test per Beam (ASTM C78 / CT 523)	\$ 118.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$ 180.00	Linear Shrinkage - Set of 3 (ASTM C157)	\$ 525.00
Compression Test of Core (ASTM C42)	\$ 80.00	Unit Weight Lt Wt Concrete (ASTM C567)	\$ 74.00
Compressive Strength of Shotcrete Panel	\$ 420.00	Splitting Tensile Strength of Concrete (ASTM C496)	\$ 158.00
Compression Test Composite CMU Prism (1)	\$ 218.00	Compressive Strength CMU Block (ASTM C140)	\$ 252.00
Compression Test Grout (Set of 4)	\$ 159.00	Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$ 290.00
Compression Test Mortar (Set of 3)	\$ 145.00	Masonry Linear Shrinkage (ASTM C426)	\$ 532.00
		Masonry Core Shear Test (Title 24)	\$ 248.00

METALS & FIREPROOFING

Tensile & Bend of Rebar #3-11	\$ 195.00	Brinell Hardness of Steel (ASTM E10)	\$ 131.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 284.00	Rockwell Hardness of Steel (ASTM E18)	\$ 131.00
Bolt Proof & Ultimate Load	\$ 187.00	Face Bend of Steel Coupon	\$ 80.00
Bolt Hardness - Set of 3	\$ 131.00	Root Bend of Weld Coupon	\$ 80.00
Nut Proof Load - Set of 3	\$ 187.00	Side Bend of Weld Coupon	\$ 80.00
Nut Hardness - Set of 3	\$ 131.00	Tensile Test of Steel Coupon	\$ 110.00
Washer Hardness - Set of 3	\$ 131.00	Bend Test of Steel Coupon	\$ 95.00
Dry Density Fireproofing (ASTM E605)	\$ 125.00	Adhesion / Cohesion Fireproofing Materials	\$ 167.00

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: UNICO Engineering

Project No. _____

Contract No. _____

Date August 5, 2025

Project Name Roads Program CIP 23-069

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Survey Manager	Rob Markes	\$85.00 - \$105.00	0	\$ 92.40	\$ -
Senior Land Surveyor	Ryan Ming, PLS	\$70.00 - \$100.00	12	\$ 74.80	\$ 897.60
Land Surveyor	Todd Jordan, PLS	\$50.00 - \$70.00	0	\$ 56.00	\$ -
Land Surveyor	Roy Porter, LSIT	\$40.00 - \$60.00	0	\$ 42.00	\$ -
Party Chief **	STAFF	\$85.00 - \$105.00	16	\$ 86.02	\$ 1,376.32
Rodman **	STAFF	\$80.00 - \$100.00	0	\$ 78.55	\$ -
Survey Technician/Drafter	STAFF	\$30.00 - \$50.00	0	\$ 33.50	\$ -
			28		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 2,273.92

b) Anticipated Salary Increases

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 2,273.92**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)

c) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead (Rate: 149.95%)

g) Overhead [(c) x (f)] \$ 3,409.74

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 3,409.74**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 568.37**

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

Description of Item	Quantity	Unit	Unit Cost	Total
ODC - Per Diems		per Night		\$ -

i) **TOTAL OTHER DIRECT COSTS** **\$ -**

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

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ -**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 6,252.03**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$2,273.92	28 =	\$81.21	

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$81.21	+	5.0%	=	\$85.27
Year 2	\$85.27	+	5.0%	=	\$89.54
Year 3	\$89.54	+	5.0%	=	\$94.01
Year 4	\$94.01	+	5.0%	=	\$98.71
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	100.0%	* 28	= 28	Estimated Hours Year 1
Year 2	0.0%	* 28	= 0	Estimated Hours Year 2
Year 3	0.0%	* 28	= 0	Estimated Hours Year 3
Year 4	0.0%	* 28	= 0	Estimated Hours Year 4
Year 5	0.0%	* 28	= 0	Estimated Hours Year 5
Total	100.0%	Total	= 28	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated Above)	Cost Per Year	
Year 1	\$81.21	* 28	= \$2,273.92	Estimated Hours Year 1
Year 2	\$85.27	* 0	= \$0.00	Estimated Hours Year 2
Year 3	\$89.54	* 0	= \$0.00	Estimated Hours Year 3
Year 4	\$94.01	* 0	= \$0.00	Estimated Hours Year 4
Year 5	\$98.71	* 0	= \$0.00	Estimated Hours Year 5
		Total Direct Labor Cost with Escalation	= \$2,273.92	
		Direct Labor Subtotal before Escalation	= \$2,273.92	
		Estimated total of Direct Labor Salary Increase	= \$0.00	Transfer to Page 1

NOTES:

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

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1

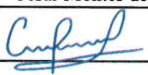
Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name**:	Cesar Montes de Oca	Title**:	President
Signature:		Date of Certification (mm/dd/yyyy):	8/5/2025
Email**:	cesar@unicoengineering.com	Phone Number:	916-900-6623
Address:	80 Blue Ravine Road, Suite 250, Folsom, CA 95630		

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

List services the consultant is providing under the proposed contract:

Survey

City Council Staff Report

September 23, 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:

Motion: Approving an agreement in a form approved by the City Attorney (City Contract No.2026-055) with WFG National Title Insurance Company, in response to RFP 24-028, for professional title, closing and related services for a period of three (3) years, in a total not-to-exceed \$150,000

2. NARRATIVE:

The Housing Division is committed to creating and preserving affordable housing in the community. A critical component of this effort includes the rehabilitation of owner-occupied housing and the disposition of City-owned residential properties. Currently, the City of Turlock (City) owns five (5) residential dwellings that need to be sold, and processing rehabilitation loans requires expert assistance with real estate transactions.

To meet these needs, staff issued a Request for Proposal (RFP) No. 24-028 on July 3, 2025, for professional title, closing and related services. The deadline for submission was August 7, 2025. The scope of services in the RFP included:

- Escrow Services
- Title services
- Closing and recordation services

Proposals were evaluated on the following criteria, with a total of 100 points possible:

- Qualifications and Experience – 35 points
- Approach to Providing the Requested Scope of Services – 35 points
- Innovation/Creative Approach – 15 points
- References – 15 points

By the proposal deadline, the City received one (1) proposal, which was reviewed and evaluated by a panel consisting of two (2) City Division Managers and one (1) Housing Division staff member. Based on a thorough evaluation of the proposal, it was determined that WFG National Title Insurance Company demonstrated the qualifications, experience, and capacity necessary to deliver the requested services effectively.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There are sufficient funds in the Fund 255- CDBG budget to support this contract.

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. PSA WFG Revised 9-8-25 - FINAL



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
WFG National Title Insurance Company
for
PROFESSIONAL TITLE, CLOSING AND RELATED SERVICES**

City Contract No. 2026-055

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and WFG National Title Insurance Company, a Florida corporation (“Professional”), on this 23rd day of September 2025 (the “Commencement Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the escrow, title, closing, and related services for City real estate transactions (the “Project”).

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

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

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

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

AGREEMENT

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

2. Term. The term of this Agreement shall be one (1) year and will commence on the Commencement Date and terminate on the 23rd day of September, 2026 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for two (2) additional one (1) year terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager and Professional thirty (30) days prior to the expiration of this Agreement.

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

5. Work.

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

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

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

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall:

(1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Commencement Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's annual compensation to Professional shall not exceed Fifty Thousand and No/100ths Dollars (\$50,000) and total compensation to Professional shall not exceed One Hundred Fifty Thousand and No/100ths Dollars (\$150,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. {Intentionally Omitted}

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

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

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

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

9. City Assistance to Professional. {Intentionally Omitted}

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

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

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

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

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

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

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

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

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

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

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

13.1 Compliance with Federal Requirements. Professional agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;

- Equal Employment Opportunity (41 CFR Part 60);
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

Professional certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date

of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.1. Commercial General Liability. Professional 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).

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

bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Professional Liability. Professional shall carry professional liability insurance that insures against professional errors and omissions that may be made in performing professional 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 Professional's profession.

25.4. Commercial Automobile Liability. Professional 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, borrowed automobiles.

25.5. Umbrella or Excess Policy. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance coverage or policies maintained by the City ("Additional Insured"), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

25.6. Waiver of Subrogation. With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy, 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 Professional, its agents, employees, independent contractors and subcontractors. Professional shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Professional agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

26. Additional Insurance Requirements. Within five (5) days of the Commencement Date, Professional 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 Professional 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 Professional and shall be endorsed to state such; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) 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 Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnification by Professional. To the fullest extent permitted by law, Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, reckless or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

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

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

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

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

to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock**
Attn: Susan E. Borrego, Interim City Manager
156 S. Broadway, Suite 230
Turlock, California 95380

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

If to Professional: **WFG National Title Insurance Company**
Attn: General Counsel
12909 SW 68th Parkway, Suite 350
Portland, Oregon 97223

and

NoticesToWFGLegal@willistonfinancial.com

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

City of Turlock
Att: Jennifer Figueroa, Housing Manager
156 S. Broadway, Suite 140
Turlock, California 95380
Telephone: (209) 668-5610
E-mail: jfigueroa@turlock.ca.us

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

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

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

37. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the

breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**WFG NATIONAL TITLE INSURANCE
COMPANY, a Florida corporation**

By:_____

Print Name:_____

Title:_____

Date_____

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Susan E. Borrego, Interim City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Susan E. Borrego, Interim City Manager

Date:_____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

Date:_____

ATTEST:

By: _____
Nichole Fiez, City Clerk

Date:_____

EXHIBIT A – SCOPE OF SERVICES

1. Escrow Services

Provide escrow services consistent with those typically offered in California real estate transactions, including but not limited to:

- A. Obtaining partial or full reconveyances of deeds of trust.
- B. Recording grant deeds, certificates of acceptance, memoranda of agreements, and similar documents related to real property transfers.
- C. Coordinating with involved parties to ensure proper disbursement of funds and execution of documents.
- D. Performing other escrow-related services as may be required by the City.

2. Title Services

Upon request by the City, provide title-related services, including but not limited to:

- A. Delivering preliminary title reports and conducting titles searches within 5 to 10 business days of request.
- B. Providing electronic copies of all documentation evidencing property ownership, with a summary explanation of title report and findings.
- C. Identifying and explaining any title issues, clouds on title, or missing documentation in the public record.
- D. Issuing the title insurance policies as needed.
- E. Performing other title-related services as may be required by the City.

3. Closing and Recordation Services

Support the City in connection with all loan closings and related real estate transactions, including but not limited to:

- A. Reviewing loan closing documents for accuracy and completeness.
- B. Coordinating execution and notarization of required documents.

- C. Recording all required documents with the appropriate County Recorder's Office within 5 to 10 business days.
- D. Ensuring issuance of final title insurance policies post-closing.

4. Additional Services

Provide other related title, escrow, or closing services as requested by the City.

5. Federal Requirements

Requirements imposed on the subrecipient so that the Federal award issued in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award. All expenditure incurred in connection with the scope of work must comply with 2 CFR 200.

Fee Schedule

EXPLANATION OF PARTIAL FEE SCHEDULE TERMS

COLUMN 1 & 2 - Amount of Insurance

Total amount of insurance in \$5,000 increments.

COLUMN 3 - Basic Rate

This is the rate for a CLTA Standard Coverage Policy.

COLUMN 4 - Homeowner's Rate

This is an expanded coverage owner's policy for improved one-to-four family residential units. Certain coverages are subject to a deductible and maximum dollar limit of liability.

COLUMN 5 - Concurrent Rate

This is the rate for an ALTA Loan Policy issued concurrently with an owner's policy of equal or greater amount of insurance.

COLUMN 6 - Escrow Fee, All-Inclusive Escrow Rate (per Section 10.9.1 of the California Rate Manual)

WFG ONLINE RATE CALCULATOR

Link: <https://california.wfgnationaltitle.com/rates>

WFG DISCOUNTS

Senior Citizen, First Time Home Buyer and Military.

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$0	\$100,000	\$600	\$660	\$444	\$1,180
\$100,001	\$105,000	\$642	\$707	\$454	\$1,282
\$105,001	\$110,000	\$654	\$720	\$454	\$1,282
\$110,001	\$115,000	\$666	\$733	\$464	\$1,282
\$115,001	\$120,000	\$678	\$746	\$464	\$1,282
\$120,001	\$125,000	\$690	\$759	\$474	\$1,282
\$125,001	\$130,000	\$702	\$773	\$474	\$1,282
\$130,001	\$135,000	\$714	\$786	\$484	\$1,282
\$135,001	\$140,000	\$726	\$799	\$484	\$1,282
\$140,001	\$145,000	\$738	\$812	\$494	\$1,282
\$145,001	\$150,000	\$750	\$825	\$494	\$1,282
\$150,001	\$155,000	\$760	\$836	\$504	\$1,282
\$155,001	\$160,000	\$770	\$847	\$504	\$1,282
\$160,001	\$165,000	\$780	\$858	\$514	\$1,282
\$165,001	\$170,000	\$790	\$869	\$514	\$1,282
\$170,001	\$175,000	\$800	\$880	\$523	\$1,282
\$175,001	\$180,000	\$810	\$891	\$523	\$1,282
\$180,001	\$185,000	\$820	\$902	\$534	\$1,282
\$185,001	\$190,000	\$830	\$913	\$534	\$1,282
\$190,001	\$195,000	\$840	\$924	\$550	\$1,282
\$195,001	\$200,000	\$850	\$935	\$550	\$1,282
\$200,001	\$205,000	\$860	\$946	\$555	\$1,396
\$205,001	\$210,000	\$870	\$957	\$555	\$1,396
\$210,001	\$215,000	\$880	\$968	\$565	\$1,396
\$215,001	\$220,000	\$890	\$979	\$565	\$1,396
\$220,001	\$225,000	\$900	\$990	\$575	\$1,396
\$225,001	\$230,000	\$910	\$1,001	\$575	\$1,396
\$230,001	\$235,000	\$920	\$1,012	\$585	\$1,396
\$235,001	\$240,000	\$930	\$1,023	\$585	\$1,396
\$240,001	\$245,000	\$940	\$1,034	\$597	\$1,396
\$245,001	\$250,000	\$950	\$1,045	\$597	\$1,396
\$250,001	\$255,000	\$960	\$1,056	\$608	\$1,396
\$255,001	\$260,000	\$970	\$1,067	\$608	\$1,396
\$260,001	\$265,000	\$980	\$1,078	\$619	\$1,396
\$265,001	\$270,000	\$990	\$1,089	\$619	\$1,396
\$270,001	\$275,000	\$1,000	\$1,100	\$631	\$1,396
\$275,001	\$280,000	\$1,010	\$1,111	\$631	\$1,396
\$280,001	\$285,000	\$1,020	\$1,122	\$642	\$1,396
\$285,001	\$290,000	\$1,030	\$1,133	\$642	\$1,396
\$290,001	\$295,000	\$1,040	\$1,144	\$653	\$1,396

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$295,001	\$300,000	\$1,050	\$1,155	\$653	\$1,396
\$300,001	\$305,000	\$1,060	\$1,166	\$657	\$1,540
\$305,001	\$310,000	\$1,070	\$1,177	\$657	\$1,540
\$310,001	\$315,000	\$1,080	\$1,188	\$671	\$1,540
\$315,001	\$320,000	\$1,090	\$1,199	\$671	\$1,540
\$320,001	\$325,000	\$1,100	\$1,210	\$684	\$1,540
\$325,001	\$330,000	\$1,110	\$1,221	\$684	\$1,540
\$330,001	\$335,000	\$1,120	\$1,232	\$698	\$1,540
\$335,001	\$340,000	\$1,130	\$1,243	\$698	\$1,540
\$340,001	\$345,000	\$1,140	\$1,254	\$711	\$1,540
\$345,001	\$350,000	\$1,150	\$1,265	\$711	\$1,540
\$350,001	\$355,000	\$1,160	\$1,276	\$724	\$1,540
\$355,001	\$360,000	\$1,170	\$1,287	\$724	\$1,540
\$360,001	\$365,000	\$1,180	\$1,298	\$738	\$1,540
\$365,001	\$370,000	\$1,190	\$1,309	\$738	\$1,540
\$370,001	\$375,000	\$1,200	\$1,320	\$751	\$1,540
\$375,001	\$380,000	\$1,210	\$1,331	\$751	\$1,540
\$380,001	\$385,000	\$1,220	\$1,342	\$764	\$1,540
\$385,001	\$390,000	\$1,230	\$1,353	\$764	\$1,540
\$390,001	\$395,000	\$1,240	\$1,364	\$777	\$1,540
\$395,001	\$400,000	\$1,250	\$1,375	\$777	\$1,540
\$400,001	\$405,000	\$1,260	\$1,386	\$802	\$1,684
\$405,001	\$410,000	\$1,270	\$1,397	\$802	\$1,684
\$410,001	\$415,000	\$1,280	\$1,408	\$816	\$1,684
\$415,001	\$420,000	\$1,290	\$1,419	\$816	\$1,684
\$420,001	\$425,000	\$1,300	\$1,430	\$829	\$1,684
\$425,001	\$430,000	\$1,310	\$1,441	\$829	\$1,684
\$430,001	\$435,000	\$1,320	\$1,452	\$842	\$1,684
\$435,001	\$440,000	\$1,330	\$1,463	\$842	\$1,684
\$440,001	\$445,000	\$1,340	\$1,474	\$856	\$1,684
\$445,001	\$450,000	\$1,350	\$1,485	\$856	\$1,684
\$450,001	\$455,000	\$1,360	\$1,496	\$869	\$1,684
\$455,001	\$460,000	\$1,370	\$1,507	\$869	\$1,684
\$460,001	\$465,000	\$1,380	\$1,518	\$882	\$1,684
\$465,001	\$470,000	\$1,390	\$1,529	\$882	\$1,684
\$470,001	\$475,000	\$1,400	\$1,540	\$896	\$1,684
\$475,001	\$480,000	\$1,410	\$1,551	\$896	\$1,684
\$480,001	\$485,000	\$1,420	\$1,562	\$909	\$1,684
\$485,001	\$490,000	\$1,430	\$1,573	\$909	\$1,684
\$490,001	\$495,000	\$1,440	\$1,584	\$922	\$1,684

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$495,001	\$500,000	\$1,450	\$1,595	\$922	\$1,684
\$500,001	\$505,000	\$1,453	\$1,599	\$930	\$1,834
\$505,001	\$510,000	\$1,455	\$1,601	\$930	\$1,834
\$510,001	\$515,000	\$1,458	\$1,604	\$940	\$1,834
\$515,001	\$520,000	\$1,460	\$1,606	\$940	\$1,834
\$520,001	\$525,000	\$1,463	\$1,610	\$950	\$1,834
\$525,001	\$530,000	\$1,465	\$1,612	\$950	\$1,834
\$530,001	\$535,000	\$1,468	\$1,615	\$960	\$1,834
\$535,001	\$540,000	\$1,470	\$1,617	\$960	\$1,834
\$540,001	\$545,000	\$1,472	\$1,620	\$970	\$1,834
\$545,001	\$550,000	\$1,480	\$1,628	\$970	\$1,834
\$550,001	\$555,000	\$1,488	\$1,637	\$980	\$1,834
\$555,001	\$560,000	\$1,496	\$1,646	\$980	\$1,834
\$560,001	\$565,000	\$1,504	\$1,655	\$990	\$1,834
\$565,001	\$570,000	\$1,512	\$1,664	\$990	\$1,834
\$570,001	\$575,000	\$1,520	\$1,672	\$1,000	\$1,834
\$575,001	\$580,000	\$1,528	\$1,681	\$1,000	\$1,834
\$580,001	\$585,000	\$1,536	\$1,690	\$1,010	\$1,834
\$585,001	\$590,000	\$1,544	\$1,699	\$1,010	\$1,834
\$590,001	\$595,000	\$1,552	\$1,708	\$1,020	\$1,834
\$595,001	\$600,000	\$1,560	\$1,716	\$1,020	\$1,834
\$600,001	\$605,000	\$1,568	\$1,725	\$1,028	\$1,954
\$605,001	\$610,000	\$1,576	\$1,734	\$1,028	\$1,954
\$610,001	\$615,000	\$1,584	\$1,743	\$1,038	\$1,954
\$615,001	\$620,000	\$1,592	\$1,752	\$1,038	\$1,954
\$620,001	\$625,000	\$1,600	\$1,760	\$1,048	\$1,954
\$625,001	\$630,000	\$1,608	\$1,769	\$1,048	\$1,954
\$630,001	\$635,000	\$1,616	\$1,778	\$1,058	\$1,954
\$635,001	\$640,000	\$1,624	\$1,787	\$1,058	\$1,954
\$640,001	\$645,000	\$1,632	\$1,796	\$1,068	\$1,954
\$645,001	\$650,000	\$1,640	\$1,804	\$1,068	\$1,954
\$650,001	\$655,000	\$1,648	\$1,813	\$1,078	\$1,954
\$655,001	\$660,000	\$1,656	\$1,822	\$1,078	\$1,954
\$660,001	\$665,000	\$1,664	\$1,831	\$1,088	\$1,954
\$665,001	\$670,000	\$1,672	\$1,840	\$1,088	\$1,954
\$670,001	\$675,000	\$1,680	\$1,848	\$1,098	\$1,954
\$675,001	\$680,000	\$1,688	\$1,857	\$1,098	\$1,954
\$680,001	\$685,000	\$1,696	\$1,866	\$1,108	\$1,954
\$685,001	\$690,000	\$1,704	\$1,875	\$1,108	\$1,954
\$690,001	\$695,000	\$1,712	\$1,884	\$1,118	\$1,954

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$695,001	\$700,000	\$1,720	\$1,892	\$1,118	\$1,954
\$700,001	\$705,000	\$1,728	\$1,901	\$1,126	\$2,074
\$705,001	\$710,000	\$1,736	\$1,910	\$1,126	\$2,074
\$710,001	\$715,000	\$1,744	\$1,919	\$1,136	\$2,074
\$715,001	\$720,000	\$1,752	\$1,928	\$1,136	\$2,074
\$720,001	\$725,000	\$1,760	\$1,936	\$1,146	\$2,074
\$725,001	\$730,000	\$1,768	\$1,945	\$1,146	\$2,074
\$730,001	\$735,000	\$1,776	\$1,954	\$1,156	\$2,074
\$735,001	\$740,000	\$1,784	\$1,963	\$1,156	\$2,074
\$740,001	\$745,000	\$1,792	\$1,972	\$1,166	\$2,074
\$745,001	\$750,000	\$1,800	\$1,980	\$1,166	\$2,074
\$750,001	\$755,000	\$1,806	\$1,987	\$1,176	\$2,074
\$755,001	\$760,000	\$1,812	\$1,994	\$1,176	\$2,074
\$760,001	\$765,000	\$1,818	\$2,000	\$1,186	\$2,074
\$765,001	\$770,000	\$1,824	\$2,007	\$1,186	\$2,074
\$770,001	\$775,000	\$1,830	\$2,013	\$1,196	\$2,074
\$775,001	\$780,000	\$1,836	\$2,020	\$1,196	\$2,074
\$780,001	\$785,000	\$1,842	\$2,027	\$1,206	\$2,074
\$785,001	\$790,000	\$1,848	\$2,033	\$1,206	\$2,074
\$790,001	\$795,000	\$1,854	\$2,040	\$1,216	\$2,074
\$795,001	\$800,000	\$1,860	\$2,046	\$1,216	\$2,074
\$800,001	\$805,000	\$1,866	\$2,053	\$1,226	\$2,194
\$805,001	\$810,000	\$1,872	\$2,060	\$1,226	\$2,194
\$810,001	\$815,000	\$1,878	\$2,066	\$1,236	\$2,194
\$815,001	\$820,000	\$1,884	\$2,073	\$1,236	\$2,194
\$820,001	\$825,000	\$1,890	\$2,079	\$1,246	\$2,194
\$825,001	\$830,000	\$1,896	\$2,086	\$1,246	\$2,194
\$830,001	\$835,000	\$1,902	\$2,093	\$1,256	\$2,194
\$835,001	\$840,000	\$1,908	\$2,099	\$1,256	\$2,194
\$840,001	\$845,000	\$1,914	\$2,106	\$1,266	\$2,194
\$845,001	\$850,000	\$1,920	\$2,112	\$1,266	\$2,194
\$850,001	\$855,000	\$1,926	\$2,119	\$1,273	\$2,194
\$855,001	\$860,000	\$1,932	\$2,126	\$1,273	\$2,194
\$860,001	\$865,000	\$1,938	\$2,132	\$1,280	\$2,194
\$865,001	\$870,000	\$1,944	\$2,139	\$1,280	\$2,194
\$870,001	\$875,000	\$1,950	\$2,145	\$1,287	\$2,194
\$875,001	\$880,000	\$1,956	\$2,152	\$1,287	\$2,194
\$880,001	\$885,000	\$1,962	\$2,159	\$1,294	\$2,194
\$885,001	\$890,000	\$1,968	\$2,165	\$1,294	\$2,194
\$890,001	\$895,000	\$1,974	\$2,172	\$1,301	\$2,194

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$895,001	\$900,000	\$1,980	\$2,178	\$1,301	\$2,194
\$900,001	\$905,000	\$1,986	\$2,185	\$1,308	\$2,314
\$905,001	\$910,000	\$1,992	\$2,192	\$1,308	\$2,314
\$910,001	\$915,000	\$1,998	\$2,198	\$1,315	\$2,314
\$915,001	\$920,000	\$2,004	\$2,205	\$1,315	\$2,314
\$920,001	\$925,000	\$2,010	\$2,211	\$1,322	\$2,314
\$925,001	\$930,000	\$2,016	\$2,218	\$1,322	\$2,314
\$930,001	\$935,000	\$2,022	\$2,225	\$1,329	\$2,314
\$935,001	\$940,000	\$2,028	\$2,231	\$1,329	\$2,314
\$940,001	\$945,000	\$2,034	\$2,238	\$1,336	\$2,314
\$945,001	\$950,000	\$2,040	\$2,244	\$1,336	\$2,314
\$950,001	\$955,000	\$2,046	\$2,251	\$1,343	\$2,314
\$955,001	\$960,000	\$2,052	\$2,258	\$1,343	\$2,314
\$960,001	\$965,000	\$2,058	\$2,264	\$1,350	\$2,314
\$965,001	\$970,000	\$2,064	\$2,271	\$1,350	\$2,314
\$970,001	\$975,000	\$2,070	\$2,277	\$1,357	\$2,314
\$975,001	\$980,000	\$2,076	\$2,284	\$1,357	\$2,314
\$980,001	\$985,000	\$2,082	\$2,291	\$1,364	\$2,314
\$985,001	\$990,000	\$2,088	\$2,297	\$1,364	\$2,314
\$990,001	\$995,000	\$2,094	\$2,304	\$1,371	\$2,314
\$995,001	\$1,000,000	\$2,100	\$2,310	\$1,371	\$2,314
\$1,000,001	\$1,005,000	\$2,255	\$2,481	\$1,376	\$2,434
\$1,005,001	\$1,010,000	\$2,260	\$2,486	\$1,376	\$2,434
\$1,010,001	\$1,015,000	\$2,265	\$2,492	\$1,381	\$2,434
\$1,015,001	\$1,020,000	\$2,270	\$2,497	\$1,381	\$2,434
\$1,020,001	\$1,025,000	\$2,275	\$2,503	\$1,386	\$2,434
\$1,025,001	\$1,030,000	\$2,280	\$2,508	\$1,386	\$2,434
\$1,030,001	\$1,035,000	\$2,285	\$2,514	\$1,391	\$2,434
\$1,035,001	\$1,040,000	\$2,290	\$2,519	\$1,391	\$2,434
\$1,040,001	\$1,045,000	\$2,295	\$2,525	\$1,396	\$2,434
\$1,045,001	\$1,050,000	\$2,300	\$2,530	\$1,396	\$2,434
\$1,050,001	\$1,055,000	\$2,305	\$2,536	\$1,401	\$2,434
\$1,055,001	\$1,060,000	\$2,310	\$2,541	\$1,401	\$2,434
\$1,060,001	\$1,065,000	\$2,315	\$2,547	\$1,406	\$2,434
\$1,065,001	\$1,070,000	\$2,320	\$2,552	\$1,406	\$2,434
\$1,070,001	\$1,075,000	\$2,325	\$2,558	\$1,411	\$2,434
\$1,075,001	\$1,080,000	\$2,330	\$2,563	\$1,411	\$2,434
\$1,080,001	\$1,085,000	\$2,335	\$2,569	\$1,416	\$2,434
\$1,085,001	\$1,090,000	\$2,340	\$2,574	\$1,416	\$2,434
\$1,090,001	\$1,095,000	\$2,345	\$2,580	\$1,421	\$2,434

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$1,095,001	\$1,100,000	\$2,350	\$2,585	\$1,421	\$2,434
\$1,100,001	\$1,105,000	\$2,355	\$2,591	\$1,426	\$2,482
\$1,105,001	\$1,110,000	\$2,360	\$2,596	\$1,426	\$2,482
\$1,110,001	\$1,115,000	\$2,365	\$2,602	\$1,431	\$2,482
\$1,115,001	\$1,120,000	\$2,370	\$2,607	\$1,431	\$2,482
\$1,120,001	\$1,125,000	\$2,375	\$2,613	\$1,436	\$2,482
\$1,125,001	\$1,130,000	\$2,380	\$2,618	\$1,436	\$2,482
\$1,130,001	\$1,135,000	\$2,385	\$2,624	\$1,441	\$2,482
\$1,135,001	\$1,140,000	\$2,390	\$2,629	\$1,441	\$2,482
\$1,140,001	\$1,145,000	\$2,395	\$2,635	\$1,446	\$2,482
\$1,145,001	\$1,150,000	\$2,400	\$2,640	\$1,446	\$2,482
\$1,150,001	\$1,155,000	\$2,405	\$2,646	\$1,451	\$2,482
\$1,155,001	\$1,160,000	\$2,410	\$2,651	\$1,451	\$2,482
\$1,160,001	\$1,165,000	\$2,415	\$2,657	\$1,456	\$2,482
\$1,165,001	\$1,170,000	\$2,420	\$2,662	\$1,456	\$2,482
\$1,170,001	\$1,175,000	\$2,425	\$2,668	\$1,461	\$2,482
\$1,175,001	\$1,180,000	\$2,430	\$2,673	\$1,461	\$2,482
\$1,180,001	\$1,185,000	\$2,435	\$2,679	\$1,466	\$2,482
\$1,185,001	\$1,190,000	\$2,440	\$2,684	\$1,466	\$2,482
\$1,190,001	\$1,195,000	\$2,445	\$2,690	\$1,471	\$2,482
\$1,195,001	\$1,200,000	\$2,450	\$2,695	\$1,471	\$2,482
\$1,200,001	\$1,205,000	\$2,455	\$2,701	\$1,476	\$2,530
\$1,205,001	\$1,210,000	\$2,460	\$2,706	\$1,476	\$2,530
\$1,210,001	\$1,215,000	\$2,465	\$2,712	\$1,481	\$2,530
\$1,215,001	\$1,220,000	\$2,470	\$2,717	\$1,481	\$2,530
\$1,220,001	\$1,225,000	\$2,475	\$2,723	\$1,486	\$2,530
\$1,225,001	\$1,230,000	\$2,480	\$2,728	\$1,486	\$2,530
\$1,230,001	\$1,235,000	\$2,485	\$2,734	\$1,491	\$2,530
\$1,235,001	\$1,240,000	\$2,490	\$2,739	\$1,491	\$2,530
\$1,240,001	\$1,245,000	\$2,495	\$2,745	\$1,496	\$2,530
\$1,245,001	\$1,250,000	\$2,500	\$2,750	\$1,496	\$2,530
\$1,250,001	\$1,255,000	\$2,505	\$2,756	\$1,501	\$2,530
\$1,255,001	\$1,260,000	\$2,510	\$2,761	\$1,501	\$2,530
\$1,260,001	\$1,265,000	\$2,515	\$2,767	\$1,506	\$2,530
\$1,265,001	\$1,270,000	\$2,520	\$2,772	\$1,506	\$2,530
\$1,270,001	\$1,275,000	\$2,525	\$2,778	\$1,511	\$2,530
\$1,275,001	\$1,280,000	\$2,530	\$2,783	\$1,511	\$2,530
\$1,280,001	\$1,285,000	\$2,535	\$2,789	\$1,516	\$2,530
\$1,285,001	\$1,290,000	\$2,540	\$2,794	\$1,516	\$2,530
\$1,290,001	\$1,295,000	\$2,545	\$2,800	\$1,521	\$2,530

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$1,295,001	\$1,300,000	\$2,550	\$2,805	\$1,521	\$2,530
\$1,300,001	\$1,305,000	\$2,555	\$2,811	\$1,526	\$2,554
\$1,305,001	\$1,310,000	\$2,560	\$2,816	\$1,526	\$2,554
\$1,310,001	\$1,315,000	\$2,565	\$2,822	\$1,531	\$2,554
\$1,315,001	\$1,320,000	\$2,570	\$2,827	\$1,531	\$2,554
\$1,320,001	\$1,325,000	\$2,575	\$2,833	\$1,536	\$2,554
\$1,325,001	\$1,330,000	\$2,580	\$2,838	\$1,536	\$2,554
\$1,330,001	\$1,335,000	\$2,585	\$2,844	\$1,541	\$2,554
\$1,335,001	\$1,340,000	\$2,590	\$2,849	\$1,541	\$2,554
\$1,340,001	\$1,345,000	\$2,595	\$2,855	\$1,546	\$2,554
\$1,345,001	\$1,350,000	\$2,600	\$2,860	\$1,546	\$2,554
\$1,350,001	\$1,355,000	\$2,605	\$2,866	\$1,551	\$2,554
\$1,355,001	\$1,360,000	\$2,610	\$2,871	\$1,551	\$2,554
\$1,360,001	\$1,365,000	\$2,615	\$2,877	\$1,556	\$2,554
\$1,365,001	\$1,370,000	\$2,620	\$2,882	\$1,556	\$2,554
\$1,370,001	\$1,375,000	\$2,625	\$2,888	\$1,561	\$2,554
\$1,375,001	\$1,380,000	\$2,630	\$2,893	\$1,561	\$2,554
\$1,380,001	\$1,385,000	\$2,635	\$2,899	\$1,566	\$2,554
\$1,385,001	\$1,390,000	\$2,640	\$2,904	\$1,566	\$2,554
\$1,390,001	\$1,395,000	\$2,645	\$2,910	\$1,571	\$2,554
\$1,395,001	\$1,400,000	\$2,650	\$2,915	\$1,571	\$2,554
\$1,400,001	\$1,405,000	\$2,655	\$2,921	\$1,576	\$2,578
\$1,405,001	\$1,410,000	\$2,660	\$2,926	\$1,576	\$2,578
\$1,410,001	\$1,415,000	\$2,665	\$2,932	\$1,581	\$2,578
\$1,415,001	\$1,420,000	\$2,670	\$2,937	\$1,581	\$2,578
\$1,420,001	\$1,425,000	\$2,675	\$2,943	\$1,586	\$2,578
\$1,425,001	\$1,430,000	\$2,680	\$2,948	\$1,586	\$2,578
\$1,430,001	\$1,435,000	\$2,685	\$2,954	\$1,591	\$2,578
\$1,435,001	\$1,440,000	\$2,690	\$2,959	\$1,591	\$2,578
\$1,440,001	\$1,445,000	\$2,695	\$2,965	\$1,596	\$2,578
\$1,445,001	\$1,450,000	\$2,700	\$2,970	\$1,596	\$2,578
\$1,450,001	\$1,455,000	\$2,705	\$2,976	\$1,601	\$2,578
\$1,455,001	\$1,460,000	\$2,710	\$2,981	\$1,601	\$2,578
\$1,460,001	\$1,465,000	\$2,715	\$2,987	\$1,606	\$2,578
\$1,465,001	\$1,470,000	\$2,720	\$2,992	\$1,606	\$2,578
\$1,470,001	\$1,475,000	\$2,725	\$2,998	\$1,611	\$2,578
\$1,475,001	\$1,480,000	\$2,730	\$3,003	\$1,611	\$2,578
\$1,480,001	\$1,485,000	\$2,735	\$3,009	\$1,616	\$2,578
\$1,485,001	\$1,490,000	\$2,740	\$3,014	\$1,616	\$2,578

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$1,490,001	\$1,495,000	\$2,745	\$3,020	\$1,621	\$2,578
\$1,495,001	\$1,500,000	\$2,750	\$3,025	\$1,621	\$2,578
\$1,500,001	\$1,505,000	\$2,755	\$3,031	\$1,625	\$2,638
\$1,505,001	\$1,510,000	\$2,760	\$3,036	\$1,625	\$2,638
\$1,510,001	\$1,515,000	\$2,765	\$3,042	\$1,629	\$2,638
\$1,515,001	\$1,520,000	\$2,770	\$3,047	\$1,629	\$2,638
\$1,520,001	\$1,525,000	\$2,775	\$3,053	\$1,633	\$2,638
\$1,525,001	\$1,530,000	\$2,780	\$3,058	\$1,633	\$2,638
\$1,530,001	\$1,535,000	\$2,785	\$3,064	\$1,637	\$2,638
\$1,535,001	\$1,540,000	\$2,790	\$3,069	\$1,637	\$2,638
\$1,540,001	\$1,545,000	\$2,795	\$3,075	\$1,641	\$2,638
\$1,545,001	\$1,550,000	\$2,800	\$3,080	\$1,641	\$2,638
\$1,550,001	\$1,555,000	\$2,805	\$3,086	\$1,645	\$2,638
\$1,555,001	\$1,560,000	\$2,810	\$3,091	\$1,645	\$2,638
\$1,560,001	\$1,565,000	\$2,815	\$3,097	\$1,649	\$2,638
\$1,565,001	\$1,570,000	\$2,820	\$3,102	\$1,649	\$2,638
\$1,570,001	\$1,575,000	\$2,825	\$3,108	\$1,653	\$2,638
\$1,575,001	\$1,580,000	\$2,830	\$3,113	\$1,653	\$2,638
\$1,580,001	\$1,585,000	\$2,835	\$3,119	\$1,657	\$2,638
\$1,585,001	\$1,590,000	\$2,840	\$3,124	\$1,657	\$2,638
\$1,590,001	\$1,595,000	\$2,845	\$3,130	\$1,661	\$2,638
\$1,595,001	\$1,600,000	\$2,850	\$3,135	\$1,661	\$2,638
\$1,600,001	\$1,605,000	\$2,855	\$3,141	\$1,665	\$2,638
\$1,605,001	\$1,610,000	\$2,860	\$3,146	\$1,665	\$2,638
\$1,610,001	\$1,615,000	\$2,865	\$3,152	\$1,669	\$2,638
\$1,615,001	\$1,620,000	\$2,870	\$3,157	\$1,669	\$2,638
\$1,620,001	\$1,625,000	\$2,875	\$3,163	\$1,673	\$2,638
\$1,625,001	\$1,630,000	\$2,880	\$3,168	\$1,673	\$2,638
\$1,630,001	\$1,635,000	\$2,885	\$3,174	\$1,677	\$2,638
\$1,635,001	\$1,640,000	\$2,890	\$3,179	\$1,677	\$2,638
\$1,640,001	\$1,645,000	\$2,895	\$3,185	\$1,681	\$2,638
\$1,645,001	\$1,650,000	\$2,900	\$3,190	\$1,681	\$2,638
\$1,650,001	\$1,655,000	\$2,905	\$3,196	\$1,685	\$2,638
\$1,655,001	\$1,660,000	\$2,910	\$3,201	\$1,685	\$2,638
\$1,660,001	\$1,665,000	\$2,915	\$3,207	\$1,689	\$2,638
\$1,665,001	\$1,670,000	\$2,920	\$3,212	\$1,689	\$2,638
\$1,670,001	\$1,675,000	\$2,925	\$3,218	\$1,693	\$2,638
\$1,675,001	\$1,680,000	\$2,930	\$3,223	\$1,693	\$2,638
\$1,680,001	\$1,685,000	\$2,935	\$3,229	\$1,697	\$2,638

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$1,685,001	\$1,690,000	\$2,940	\$3,234	\$1,697	\$2,638
\$1,690,001	\$1,695,000	\$2,945	\$3,240	\$1,701	\$2,638
\$1,695,001	\$1,700,000	\$2,950	\$3,245	\$1,701	\$2,638
\$1,700,001	\$1,705,000	\$2,955	\$3,251	\$1,705	\$2,638
\$1,705,001	\$1,710,000	\$2,960	\$3,256	\$1,705	\$2,638
\$1,710,001	\$1,715,000	\$2,965	\$3,262	\$1,709	\$2,638
\$1,715,001	\$1,720,000	\$2,970	\$3,267	\$1,709	\$2,638
\$1,720,001	\$1,725,000	\$2,975	\$3,273	\$1,713	\$2,638
\$1,725,001	\$1,730,000	\$2,980	\$3,278	\$1,713	\$2,638
\$1,730,001	\$1,735,000	\$2,985	\$3,284	\$1,717	\$2,638
\$1,735,001	\$1,740,000	\$2,990	\$3,289	\$1,717	\$2,638
\$1,740,001	\$1,745,000	\$2,995	\$3,295	\$1,721	\$2,638
\$1,745,001	\$1,750,000	\$3,000	\$3,300	\$1,721	\$2,638
\$1,750,001	\$1,755,000	\$3,005	\$3,306	\$1,725	\$2,638
\$1,755,001	\$1,760,000	\$3,010	\$3,311	\$1,725	\$2,638
\$1,760,001	\$1,765,000	\$3,015	\$3,317	\$1,729	\$2,638
\$1,765,001	\$1,770,000	\$3,020	\$3,322	\$1,729	\$2,638
\$1,770,001	\$1,775,000	\$3,025	\$3,328	\$1,733	\$2,638
\$1,775,001	\$1,780,000	\$3,030	\$3,333	\$1,733	\$2,638
\$1,780,001	\$1,785,000	\$3,035	\$3,339	\$1,737	\$2,638
\$1,785,001	\$1,790,000	\$3,040	\$3,344	\$1,737	\$2,638
\$1,790,001	\$1,795,000	\$3,045	\$3,350	\$1,741	\$2,638
\$1,795,001	\$1,800,000	\$3,050	\$3,355	\$1,741	\$2,638
\$1,800,001	\$1,805,000	\$3,055	\$3,361	\$1,745	\$2,638
\$1,805,001	\$1,810,000	\$3,060	\$3,366	\$1,745	\$2,638
\$1,810,001	\$1,815,000	\$3,065	\$3,372	\$1,749	\$2,638
\$1,815,001	\$1,820,000	\$3,070	\$3,377	\$1,749	\$2,638
\$1,820,001	\$1,825,000	\$3,075	\$3,383	\$1,753	\$2,638
\$1,825,001	\$1,830,000	\$3,080	\$3,388	\$1,753	\$2,638
\$1,830,001	\$1,835,000	\$3,085	\$3,394	\$1,757	\$2,638
\$1,835,001	\$1,840,000	\$3,090	\$3,399	\$1,757	\$2,638
\$1,840,001	\$1,845,000	\$3,095	\$3,405	\$1,761	\$2,638
\$1,845,001	\$1,850,000	\$3,100	\$3,410	\$1,761	\$2,638
\$1,850,001	\$1,855,000	\$3,105	\$3,416	\$1,765	\$2,638
\$1,855,001	\$1,860,000	\$3,110	\$3,421	\$1,765	\$2,638
\$1,860,001	\$1,865,000	\$3,115	\$3,427	\$1,769	\$2,638
\$1,865,001	\$1,870,000	\$3,120	\$3,432	\$1,769	\$2,638
\$1,870,001	\$1,875,000	\$3,125	\$3,438	\$1,773	\$2,638
\$1,875,001	\$1,880,000	\$3,130	\$3,443	\$1,773	\$2,638

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$1,880,001	\$1,885,000	\$3,135	\$3,449	\$1,777	\$2,638
\$1,885,001	\$1,890,000	\$3,140	\$3,454	\$1,777	\$2,638
\$1,890,001	\$1,895,000	\$3,145	\$3,460	\$1,781	\$2,638
\$1,895,001	\$1,900,000	\$3,150	\$3,465	\$1,781	\$2,638
\$1,900,001	\$1,905,000	\$3,155	\$3,471	\$1,785	\$2,638
\$1,905,001	\$1,910,000	\$3,160	\$3,476	\$1,785	\$2,638
\$1,910,001	\$1,915,000	\$3,165	\$3,482	\$1,789	\$2,638
\$1,915,001	\$1,920,000	\$3,170	\$3,487	\$1,789	\$2,638
\$1,920,001	\$1,925,000	\$3,175	\$3,493	\$1,793	\$2,638
\$1,925,001	\$1,930,000	\$3,180	\$3,498	\$1,793	\$2,638
\$1,930,001	\$1,935,000	\$3,185	\$3,504	\$1,797	\$2,638
\$1,935,001	\$1,940,000	\$3,190	\$3,509	\$1,797	\$2,638
\$1,940,001	\$1,945,000	\$3,195	\$3,515	\$1,801	\$2,638
\$1,945,001	\$1,950,000	\$3,200	\$3,520	\$1,801	\$2,638
\$1,950,001	\$1,955,000	\$3,205	\$3,526	\$1,805	\$2,638
\$1,955,001	\$1,960,000	\$3,210	\$3,531	\$1,805	\$2,638
\$1,960,001	\$1,965,000	\$3,215	\$3,537	\$1,809	\$2,638
\$1,965,001	\$1,970,000	\$3,220	\$3,542	\$1,809	\$2,638
\$1,970,001	\$1,975,000	\$3,225	\$3,548	\$1,813	\$2,638
\$1,975,001	\$1,980,000	\$3,230	\$3,553	\$1,813	\$2,638
\$1,980,001	\$1,985,000	\$3,235	\$3,559	\$1,817	\$2,638
\$1,985,001	\$1,990,000	\$3,240	\$3,564	\$1,817	\$2,638
\$1,990,001	\$1,995,000	\$3,245	\$3,570	\$1,821	\$2,638
\$1,995,001	\$2,000,000	\$3,250	\$3,575	\$1,821	\$2,638
\$2,000,001	\$2,005,000	\$3,254	\$3,580	\$1,826	
\$2,005,001	\$2,010,000	\$3,258	\$3,584	\$1,826	
\$2,010,001	\$2,015,000	\$3,262	\$3,589	\$1,831	
\$2,015,001	\$2,020,000	\$3,266	\$3,593	\$1,831	
\$2,020,001	\$2,025,000	\$3,270	\$3,597	\$1,836	
\$2,025,001	\$2,030,000	\$3,274	\$3,602	\$1,836	
\$2,030,001	\$2,035,000	\$3,278	\$3,606	\$1,841	
\$2,035,001	\$2,040,000	\$3,282	\$3,611	\$1,841	
\$2,040,001	\$2,045,000	\$3,286	\$3,615	\$1,846	
\$2,045,001	\$2,050,000	\$3,290	\$3,619	\$1,846	
\$2,050,001	\$2,055,000	\$3,294	\$3,624	\$1,851	
\$2,055,001	\$2,060,000	\$3,298	\$3,628	\$1,851	
\$2,060,001	\$2,065,000	\$3,302	\$3,633	\$1,856	
\$2,065,001	\$2,070,000	\$3,306	\$3,637	\$1,856	
\$2,070,001	\$2,075,000	\$3,310	\$3,641	\$1,861	

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$2,075,001	\$2,080,000	\$3,314	\$3,646	\$1,861	
\$2,080,001	\$2,085,000	\$3,318	\$3,650	\$1,866	
\$2,085,001	\$2,090,000	\$3,322	\$3,655	\$1,866	
\$2,090,001	\$2,095,000	\$3,326	\$3,659	\$1,871	
\$2,095,001	\$2,100,000	\$3,330	\$3,663	\$1,871	
\$2,100,001	\$2,105,000	\$3,334	\$3,668	\$1,876	
\$2,105,001	\$2,110,000	\$3,338	\$3,672	\$1,876	
\$2,110,001	\$2,115,000	\$3,342	\$3,677	\$1,881	
\$2,115,001	\$2,120,000	\$3,346	\$3,681	\$1,881	
\$2,120,001	\$2,125,000	\$3,350	\$3,685	\$1,886	
\$2,125,001	\$2,130,000	\$3,354	\$3,690	\$1,886	
\$2,130,001	\$2,135,000	\$3,358	\$3,694	\$1,891	
\$2,135,001	\$2,140,000	\$3,362	\$3,699	\$1,891	
\$2,140,001	\$2,145,000	\$3,366	\$3,703	\$1,896	
\$2,145,001	\$2,150,000	\$3,370	\$3,707	\$1,896	
\$2,150,001	\$2,155,000	\$3,374	\$3,712	\$1,901	
\$2,155,001	\$2,160,000	\$3,378	\$3,716	\$1,901	
\$2,160,001	\$2,165,000	\$3,382	\$3,721	\$1,906	
\$2,165,001	\$2,170,000	\$3,386	\$3,725	\$1,906	
\$2,170,001	\$2,175,000	\$3,390	\$3,729	\$1,911	
\$2,175,001	\$2,180,000	\$3,394	\$3,734	\$1,911	
\$2,180,001	\$2,185,000	\$3,398	\$3,738	\$1,916	
\$2,185,001	\$2,190,000	\$3,402	\$3,743	\$1,916	
\$2,190,001	\$2,195,000	\$3,406	\$3,747	\$1,921	
\$2,195,001	\$2,200,000	\$3,410	\$3,751	\$1,921	
\$2,200,001	\$2,205,000	\$3,414	\$3,756	\$1,926	
\$2,205,001	\$2,210,000	\$3,418	\$3,760	\$1,926	
\$2,210,001	\$2,215,000	\$3,422	\$3,765	\$1,931	
\$2,215,001	\$2,220,000	\$3,426	\$3,769	\$1,931	
\$2,220,001	\$2,225,000	\$3,430	\$3,773	\$1,936	
\$2,225,001	\$2,230,000	\$3,434	\$3,778	\$1,936	
\$2,230,001	\$2,235,000	\$3,438	\$3,782	\$1,941	
\$2,235,001	\$2,240,000	\$3,442	\$3,787	\$1,941	
\$2,240,001	\$2,245,000	\$3,446	\$3,791	\$1,946	
\$2,245,001	\$2,250,000	\$3,450	\$3,795	\$1,946	
\$2,250,001	\$2,255,000	\$3,454	\$3,800	\$1,951	
\$2,255,001	\$2,260,000	\$3,458	\$3,804	\$1,951	
\$2,260,001	\$2,265,000	\$3,462	\$3,809	\$1,956	
\$2,265,001	\$2,270,000	\$3,466	\$3,813	\$1,956	

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee Rate
\$2,270,001	\$2,275,000	\$3,470	\$3,817	\$1,961	
\$2,275,001	\$2,280,000	\$3,474	\$3,822	\$1,961	
\$2,280,001	\$2,285,000	\$3,478	\$3,826	\$1,966	
\$2,285,001	\$2,290,000	\$3,482	\$3,831	\$1,966	
\$2,290,001	\$2,295,000	\$3,486	\$3,835	\$1,971	
\$2,295,001	\$2,300,000	\$3,490	\$3,839	\$1,971	
\$2,300,001	\$2,305,000	\$3,494	\$3,844	\$1,976	
\$2,305,001	\$2,310,000	\$3,498	\$3,848	\$1,976	
\$2,310,001	\$2,315,000	\$3,502	\$3,853	\$1,981	
\$2,315,001	\$2,320,000	\$3,506	\$3,857	\$1,981	
\$2,320,001	\$2,325,000	\$3,510	\$3,861	\$1,986	
\$2,325,001	\$2,330,000	\$3,514	\$3,866	\$1,986	
\$2,330,001	\$2,335,000	\$3,518	\$3,870	\$1,991	
\$2,335,001	\$2,340,000	\$3,522	\$3,875	\$1,991	
\$2,340,001	\$2,345,000	\$3,526	\$3,879	\$1,996	
\$2,345,001	\$2,350,000	\$3,530	\$3,883	\$1,996	
\$2,350,001	\$2,355,000	\$3,534	\$3,888	\$2,001	
\$2,355,001	\$2,360,000	\$3,538	\$3,892	\$2,001	
\$2,360,001	\$2,365,000	\$3,542	\$3,897	\$2,006	
\$2,365,001	\$2,370,000	\$3,546	\$3,901	\$2,006	
\$2,370,001	\$2,375,000	\$3,550	\$3,905	\$2,011	
\$2,375,001	\$2,380,000	\$3,554	\$3,910	\$2,011	
\$2,380,001	\$2,385,000	\$3,558	\$3,914	\$2,016	
\$2,385,001	\$2,390,000	\$3,562	\$3,919	\$2,016	
\$2,390,001	\$2,395,000	\$3,566	\$3,923	\$2,021	
\$2,395,001	\$2,400,000	\$3,570	\$3,927	\$2,021	
\$2,400,001	\$2,405,000	\$3,574	\$3,932	\$2,026	
\$2,405,001	\$2,410,000	\$3,578	\$3,936	\$2,026	
\$2,410,001	\$2,415,000	\$3,582	\$3,941	\$2,031	
\$2,415,001	\$2,420,000	\$3,586	\$3,945	\$2,031	
\$2,420,001	\$2,425,000	\$3,590	\$3,949	\$2,036	
\$2,425,001	\$2,430,000	\$3,594	\$3,954	\$2,036	
\$2,430,001	\$2,435,000	\$3,598	\$3,948	\$2,041	
\$2,435,001	\$2,440,000	\$3,602	\$3,963	\$2,041	
\$2,440,001	\$2,445,000	\$3,606	\$3,967	\$2,046	
\$2,445,001	\$2,450,000	\$3,610	\$3,971	\$2,046	
\$2,450,001	\$2,455,000	\$3,614	\$3,976	\$2,051	
\$2,455,001	\$2,460,000	\$3,618	\$3,980	\$2,051	
\$2,460,001	\$2,465,000	\$3,622	\$3,985	\$2,056	

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$2,465,001	\$2,470,000	\$3,626	\$3,989	\$2,056	
\$2,470,001	\$2,475,000	\$3,630	\$3,993	\$2,061	
\$2,475,001	\$2,480,000	\$3,634	\$3,998	\$2,061	
\$2,480,001	\$2,485,000	\$3,638	\$4,002	\$2,066	
\$2,485,001	\$2,490,000	\$3,642	\$4,007	\$2,066	
\$2,490,001	\$2,495,000	\$3,646	\$4,011	\$2,071	
\$2,495,001	\$2,500,000	\$3,650	\$4,015	\$2,071	
\$2,500,001	\$2,505,000	\$3,654	\$4,020	\$2,076	
\$2,505,001	\$2,510,000	\$3,658	\$4,024	\$2,076	
\$2,510,001	\$2,515,000	\$3,662	\$4,029	\$2,081	
\$2,515,001	\$2,520,000	\$3,666	\$4,033	\$2,081	
\$2,520,001	\$2,525,000	\$3,670	\$4,037	\$2,086	
\$2,525,001	\$2,530,000	\$3,674	\$4,042	\$2,086	
\$2,530,001	\$2,535,000	\$3,678	\$4,046	\$2,091	
\$2,535,001	\$2,540,000	\$3,682	\$4,051	\$2,091	
\$2,540,001	\$2,545,000	\$3,686	\$4,055	\$2,096	
\$2,545,001	\$2,550,000	\$3,690	\$4,059	\$2,096	
\$2,550,001	\$2,555,000	\$3,694	\$4,064	\$2,101	
\$2,555,001	\$2,560,000	\$3,698	\$4,068	\$2,101	
\$2,560,001	\$2,565,000	\$3,702	\$4,073	\$2,106	
\$2,565,001	\$2,570,000	\$3,706	\$4,077	\$2,106	
\$2,570,001	\$2,575,000	\$3,710	\$4,081	\$2,111	
\$2,575,001	\$2,580,000	\$3,714	\$4,086	\$2,111	
\$2,580,001	\$2,585,000	\$3,718	\$4,090	\$2,116	
\$2,585,001	\$2,590,000	\$3,722	\$4,095	\$2,116	
\$2,590,001	\$2,595,000	\$3,726	\$4,099	\$2,121	
\$2,595,001	\$2,600,000	\$3,730	\$4,103	\$2,121	
\$2,600,001	\$2,605,000	\$3,734	\$4,108	\$2,126	
\$2,605,001	\$2,610,000	\$3,738	\$4,112	\$2,126	
\$2,610,001	\$2,615,000	\$3,742	\$4,117	\$2,131	
\$2,615,001	\$2,620,000	\$3,746	\$4,121	\$2,131	
\$2,620,001	\$2,625,000	\$3,750	\$4,125	\$2,136	
\$2,625,001	\$2,630,000	\$3,754	\$4,130	\$2,136	
\$2,630,001	\$2,635,000	\$3,758	\$4,134	\$2,141	
\$2,635,001	\$2,640,000	\$3,762	\$4,139	\$2,141	
\$2,640,001	\$2,645,000	\$3,766	\$4,143	\$2,146	
\$2,645,001	\$2,650,000	\$3,770	\$4,147	\$2,146	
\$2,650,001	\$2,655,000	\$3,774	\$4,152	\$2,151	
\$2,655,001	\$2,660,000	\$3,778	\$4,156	\$2,151	

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee
\$2,660,001	\$2,665,000	\$3,782	\$4,161	\$2,156	
\$2,665,001	\$2,670,000	\$3,786	\$4,165	\$2,156	
\$2,670,001	\$2,675,000	\$3,790	\$4,169	\$2,161	
\$2,675,001	\$2,680,000	\$3,794	\$4,174	\$2,161	
\$2,680,001	\$2,685,000	\$3,798	\$4,178	\$2,166	
\$2,685,001	\$2,690,000	\$3,802	\$4,183	\$2,166	
\$2,690,001	\$2,695,000	\$3,806	\$4,187	\$2,171	
\$2,695,001	\$2,700,000	\$3,810	\$4,191	\$2,171	
\$2,700,001	\$2,705,000	\$3,814	\$4,196	\$2,176	
\$2,705,001	\$2,710,000	\$3,818	\$4,200	\$2,176	
\$2,710,001	\$2,715,000	\$3,822	\$4,205	\$2,181	
\$2,715,001	\$2,720,000	\$3,826	\$4,209	\$2,181	
\$2,720,001	\$2,725,000	\$3,830	\$4,213	\$2,186	
\$2,725,001	\$2,730,000	\$3,834	\$4,218	\$2,186	
\$2,730,001	\$2,735,000	\$3,838	\$4,222	\$2,191	
\$2,735,001	\$2,740,000	\$3,842	\$4,227	\$2,191	
\$2,740,001	\$2,745,000	\$3,846	\$4,231	\$2,196	
\$2,745,001	\$2,750,000	\$3,850	\$4,235	\$2,196	
\$2,750,001	\$2,755,000	\$3,854	\$4,240	\$2,201	
\$2,755,001	\$2,760,000	\$3,858	\$4,244	\$2,201	
\$2,760,001	\$2,765,000	\$3,862	\$4,249	\$2,206	
\$2,765,001	\$2,770,000	\$3,866	\$4,253	\$2,206	
\$2,770,001	\$2,775,000	\$3,870	\$4,257	\$2,211	
\$2,775,001	\$2,780,000	\$3,874	\$4,262	\$2,211	
\$2,780,001	\$2,785,000	\$3,878	\$4,266	\$2,216	
\$2,785,001	\$2,790,000	\$3,882	\$4,271	\$2,216	
\$2,790,001	\$2,795,000	\$3,886	\$4,275	\$2,221	
\$2,795,001	\$2,800,000	\$3,890	\$4,279	\$2,221	
\$2,800,001	\$2,805,000	\$3,894	\$4,284	\$2,226	
\$2,805,001	\$2,810,000	\$3,898	\$4,288	\$2,226	
\$2,810,001	\$2,815,000	\$3,902	\$4,293	\$2,231	
\$2,815,001	\$2,820,000	\$3,906	\$4,297	\$2,231	
\$2,820,001	\$2,825,000	\$3,910	\$4,301	\$2,236	
\$2,825,001	\$2,830,000	\$3,914	\$4,306	\$2,236	
\$2,830,001	\$2,835,000	\$3,918	\$4,310	\$2,241	
\$2,835,001	\$2,840,000	\$3,922	\$4,315	\$2,241	
\$2,840,001	\$2,845,000	\$3,926	\$4,319	\$2,246	
\$2,845,001	\$2,850,000	\$3,930	\$4,323	\$2,246	
\$2,850,001	\$2,855,000	\$3,934	\$4,328	\$2,251	

Liability Amount	To	Basic Rate	Homeowners Rate	Concurrent Rate	Escrow Fee Rate
\$2,855,001	\$2,860,000	\$3,938	\$4,332	\$2,251	
\$2,860,001	\$2,865,000	\$3,942	\$4,337	\$2,256	
\$2,865,001	\$2,870,000	\$3,946	\$4,341	\$2,256	
\$2,870,001	\$2,875,000	\$3,950	\$4,345	\$2,261	
\$2,875,001	\$2,880,000	\$3,954	\$4,350	\$2,261	
\$2,880,001	\$2,885,000	\$3,958	\$4,354	\$2,266	
\$2,885,001	\$2,890,000	\$3,962	\$4,359	\$2,266	
\$2,890,001	\$2,895,000	\$3,966	\$4,363	\$2,271	
\$2,895,001	\$2,900,000	\$3,970	\$4,367	\$2,271	
\$2,900,001	\$2,905,000	\$3,974	\$4,372	\$2,276	
\$2,905,001	\$2,910,000	\$3,978	\$4,376	\$2,276	
\$2,910,001	\$2,915,000	\$3,982	\$4,381	\$2,281	
\$2,915,001	\$2,920,000	\$3,986	\$4,385	\$2,281	
\$2,920,001	\$2,925,000	\$3,990	\$4,389	\$2,286	
\$2,925,001	\$2,930,000	\$3,994	\$4,394	\$2,286	
\$2,930,001	\$2,935,000	\$3,998	\$4,398	\$2,291	
\$2,935,001	\$2,940,000	\$4,002	\$4,403	\$2,291	
\$2,940,001	\$2,945,000	\$4,006	\$4,407	\$2,296	
\$2,945,001	\$2,950,000	\$4,010	\$4,411	\$2,296	
\$2,950,001	\$2,955,000	\$4,014	\$4,416	\$2,301	
\$2,955,001	\$2,960,000	\$4,018	\$4,420	\$2,301	
\$2,960,001	\$2,965,000	\$4,022	\$4,425	\$2,306	
\$2,965,001	\$2,970,000	\$4,026	\$4,429	\$2,306	
\$2,970,001	\$2,975,000	\$4,030	\$4,433	\$2,311	
\$2,975,001	\$2,980,000	\$4,034	\$4,438	\$2,311	
\$2,980,001	\$2,985,000	\$4,038	\$4,442	\$2,316	
\$2,985,001	\$2,990,000	\$4,042	\$4,447	\$2,316	
\$2,990,001	\$2,995,000	\$4,046	\$4,451	\$2,321	
\$2,995,001	\$3,000,000	\$4,050	\$4,455	\$2,321	

\$3,000,001 and above please call for a quote

DOCUMENTARY TRANSFER TAX EXEMPTIONS

Following is a list of real estate transactions that are exempt from the Documentary Transfer Tax under Los Angeles County's amended Ordinance and State Revenue and Taxation Code Section 11902, et seq. - A statement as shown below must appear on the face of all documents to be recorded that are exempt from the tax.

1. Conveyances Confirming Title in Grantee - "This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on Date____ Document No.____ wherein \$____ Documentary Transfer Tax was paid, R&T 11911."
2. Conveyances in Dissolution of Marriage - "This conveyance is in dissolution of marriage by one spouse to the other, R&T 11927."
3. Conveyances to Secure a Debt - "This conveyance is to secure a debt, R&T 11921."
4. Reconveyances upon Satisfaction of Debt - "This is a reconveyance of realty upon satisfaction of a debt, R&T 11921."
5. Conveyances Transferring interests into or out of a Living Trust - "This conveyance transfers an interest into or out of a Living Trust, R&T 11930."
6. Conveyances Changing Manner in Which Title is Held - "This conveyance changes the manner in which title is held, grantor(s) and grantee(s) remain the same and continue to hold the same proportionate interest, R&T 11911."
7. Court-Ordered Conveyances Not Pursuant to Sale - "This is a court-ordered conveyance or decree that is not pursuant to sale, R&T 11911."
8. Conveyances Given For No Value - "This is a bonafide gift and the grantor received nothing in return, R&T 11911."
9. Conveyances to Establish Sole and Separate Property of a Spouse - "This conveyance establishes sole and separate property of a spouse, R&T 11911."
10. Conveyance to Confirm a Community Property interest when property was purchased with Community Property Funds - "This conveyance confirms a community property interest, which was purchased with Community Property Funds, R&T 11911."
11. Conveyances to Confirm a Change of Name - "This conveyance confirms a change of name, and the grantor & grantee are the same party, R&T 11911."
12. Conveyances of an Easement or Oil and Gas Lease Where the Consideration and Value is Less than \$100 - "This is a conveyance of an easement (Oil and Gas Lease) and the consideration and value is less than \$100, R&T 11911."
13. Conveyances Where the Liens and Encumbrances are Equal to or More Than the Value of Property, and No Further Consideration is Given - "The value of property in this conveyance, exclusive of liens and encumbrances is \$100 or less, and there is no additional consideration received by the grantor, R&T 11911."
14. Conveyances From a Trustee Under a Land Contract at the Consummation of the Contract - "This is a conveyance of equitable title from a trustee, under a land contract, to the vendee at the consummation of the contract, R&T 11911."
15. Conveyances from individual(s)/legal Entity(ies) Where the Grantors and Grantees Are Comprised of the Same Parties, and Parties Continue to Hold the Same Proportionate Interest (Exception Dissolution of Partnership, R&T 11925 (b) "The grantors and the grantees in this conveyance are comprised of the same parties who continue to hold the same proportional interest in the property, R&T 11923 (d)."

Subject to change, check with County Recorder.

City Council Staff Report

September 23, 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



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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

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Mayor Pro Tem Randy Crooker
Councilmember Susana Vasquez
Councilmember Julie Ann Strain
Councilmember Alan McFadon
www.cityofhughsonca.gov

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Councilmember Carlos Roque
www.ci.patterson.ca.us

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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 acutal 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/Stanislaus 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	Activity Number	Activity Name	Matrix Code	Objective	Draw n Amount
2020	13	845	P/S Community Housing & Shelter S (CDBG-CV) FY20-21	05Q	LMC	\$83,924.24
		893	City 2025 Marty Yerby-Public Facility Improvements-CDBG-CV	03D	LMC	\$19,265.79
		894	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	Activity Number	Activity Name	Matrix Code	Objective	Draw n Amount
2020	13	845	P/S Community Housing & Shelter S (CDBG-CV) FY20-21	05Q	LMC	\$83,924.24
		894	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	Activity Number	Activity Name	Matrix Code	Objective	Draw n Amount
2020	19	846	CDBG-CV Program Administration (CDBG CV) 2020-2021	21A		\$10,196.20
		875	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	CDBG-CV Program Administration (CDBG CV) 2024-2025	21A		\$5,489.53
Total						\$24,044.76

City Council Staff Report

September 23, 2025



From: Jason Hedden, Police Chief
Prepared by: Paul Inderbitzen, Police Sergeant
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Introduction and first reading of an ordinance repealing and replacing Turlock Municipal Code title 6 (sanitation and health), chapter 6-9 (massage establishments and schools of massage) with a new chapter 6-9 (massage and massage establishments) to remove outdated massage establishment regulations and adopt updated regulations according to California state law.

2. NARRATIVE:

Senate Bill 731 (2008), also known as the Massage Therapy Act, created a voluntary certification program for the massage therapy profession to enable consumers and local governments to easily identify credible Certified Massage Therapists (CMT's). The California Massage Therapy Council (CAMTC) was created to set standards for education and professional conduct. Since that time, CAMTC certification has continued to become the industry standard for the massage therapy profession.

The Turlock Municipal Code was last updated in 2010 to comply with the requirements of SB 731, but still maintains the local ability to permit those massage therapists not CAMTC certified. The current code requires Police Permits for massage therapists not CAMTC certified. This permit process can be an exhaustive use of staff time, and is essentially duplicating the work of a CAMTC certification at the local level, without the specialized knowledge that the CAMTC Board has of the profession. CAMTC Certification requires confirmation of identification, a criminal background check, submission of official transcripts from approved schools with a minimum of 500 hours of instruction, and adherence to the provisions of the California Massage Therapy Act. CAMTC has procedures in place for the suspension or revocation of certificates for violations of the Massage Therapy Act. CAMTC certification allows a certificate holder to practice massage for compensation in all cities and counties in the State of California without having to obtain a local permit.

The notable proposed amendments to this chapter include:

- A requirement for all massage therapists working in the City of Turlock to be CAMTC certified. The City would no longer conduct police permits for massage therapists that are not CAMTC Certified.
- A requirement that all business establishments where the owner is not CAMTC certified obtain a police permit for operation of the business. This permit would be regulating the business and business owner, without infringing on the state law protections for CAMTC certified massage therapists. Additionally, this requirement would allow the Police Department to revoke operating rights if the business is not conforming to standards.

- Changing the language regarding inspection authority to authorize the Police Department to inspect all massage establishments, regardless of permit requirements. The current municipal code exempts CAMTC certified massage establishments. This is a necessary requirement to protect and safeguard public health, safety and welfare.
- A process by which the Chief of Police or designee, shall confirm the CAMTC certification for massage therapists, and notify City Finance of approval to work without a police permit.
- Enacting a grace period for compliance with CAMTC certification for sole-proprietors and businesses to coincide with the expiration of a current City issued business license.
- Enacts a process by which to declare a business as a nuisance, authorizes criminal prosecution, administrative fines, and prosecutorial discretion.

City staff recommends the proposed changes to this chapter to enhance the minimum standards for massage businesses and massage therapists to reduce the risk of illegal activity, as well as benefiting public health and legitimacy in the massage therapy profession.

3. FISCAL IMPACT / BUDGET AMENDMENT:

This item has no fiscal impact.

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 Ordinance

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING AND }
REPLACING TURLOCK MUNICIPAL }
CODE TITLE 6 (SANITATION AND }
HEALTH), CHAPTER 6-9 (MASSAGE }
ESTABLISHMENTS AND SCHOOLS OF }
MASSAGE) WITH A NEW CHAPTER 6-9 }
(MASSAGE AND MASSAGE }
ESTABLISHMENTS) TO REMOVE }
OUTDATED MESSAGE ESTABLISHMENT }
REGULATIONS AND ADOPT UPDATED }
REGULATIONS ACCORDING TO }
CALIFORNIA STATE LAW. }

ORDINANCE NO. 13XX-CS

WHEREAS, the City Council of the City of Turlock last amended Turlock Municipal Code, Title 6, Chapter 9 in 2010; and

WHEREAS, current state law allows additional local oversight of massage businesses and massage establishments not currently found in Turlock Municipal Code, Title 6, Chapter 9; and

WHEREAS, the City Council wishes to exercise this local oversight to protect the health, safety and welfare of the City's residents and visitors.

NOW, THEREFORE, the City Council of the City of Turlock does ordain as follows:

Section 1. REPEALED: Title 6, Chapter 9 MESSAGE ESTABLISHMENTS AND SCHOOLS OF MESSAGE is hereby repealed in its entirety.

Section 2. REPLACED: Title 6, Chapter 9 is hereby added to read as follows:

Chapter 6-9 MESSAGE AND MESSAGE ESTABLISHMENTS

Article 1. General Provisions

6-9-101. Purpose and Intent.

It is the purpose and intent of this Chapter to provide for the orderly regulation of massage businesses and massage establishments and also to comply with state regulations as it relates to massage and massage therapy services. The City Council recognizes massage is a viable professional field offering the public valuable health and therapeutic services. While there are significant health benefits that can result from massage, there are also significant risks of injury by persons improperly trained and/or educated in providing massage services. There are also opportunities for illegal acts of prostitution, lewdness and human trafficking that can occur in massage businesses and massage establishments.

This Chapter establishes minimum standards for massage businesses, massage establishments, and massage therapists so as to protect and safeguard the public health, safety and welfare and to enhance the reputation of the profession and integrity of the services provided. The establishment of reasonable standards for the issuance of business licenses and restrictions on operations would serve to reduce the risk of illegal activity and would thereby benefit the public health.

It is the purpose and intent of the City Council that massage businesses, massage establishments, and massage therapists offering such services be regulated so as to ensure that persons offering massage services possess the minimum qualifications necessary to operate such a business and are able perform the services offered to ensure that those offering these services conduct their work in a lawful and professional manner and comply with required building, sanitation and health standards.

6-9-102 Definitions.

Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this Section shall govern the construction, meaning, and application of words and phrases used in this Chapter.

(a) "California Massage Therapy Council" or "CAMTC" shall mean the non-profit organization created to regulate the massage industry set forth Chapter 10.5 of Division 2 of the Business and Professions Code of the State of California (commencing with section 4600).

(b) "CAMTC Certificate" shall mean a current and valid certificate issued by the California Massage Therapy Council to a massage practitioner pursuant to Business and Professions Code section 4601(b) or (c) or any later enacted amendment.

(c) "Certified Massage Therapist" or "massage therapist" shall mean any individual, certified by the CAMTC and possessing a valid CAMTC Certificate and is licensed to practice or administer massage, in exchange for any form of compensation within the City of Turlock. All persons certified by CAMTC shall have the right to perform or engage in the practice of massage consistent with the Massage Therapy Act, the qualifications established by his or her certification, and the provisions of this Chapter stated herein.

(d) "City" shall mean the City of Turlock.

(e) "Client" shall mean the customer or patron who pays for or receives massage services.

(f) "Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

(g) "Employee" shall mean any person employed by a massage business who may render any service to the business and who receives any form of compensation from

the business. For the purposes of this Chapter, the term "Employee" shall include independent contractors, agents and volunteers.

(h) "Licensee" or "Business Licensee" shall mean any person who receives from the City of Turlock a Business License pursuant to Title 3, Chapter 1 of the Turlock Municipal Code.

(i) "Manager" means a person who supervises, manages, directs, organizes, controls, or in any other way is responsible for or in charge of the conduct of the activities within a massage business or a massage establishment. Evidence of management includes, but is not limited to, evidence that the individual has power to direct or hire and dismiss employees, control hours of operation, create policy or rules or purchase supplies. A manager may also be an owner.

(j) "Massage" or "Massage Therapy" shall mean any method of treating the external parts of the body for remedial, health, or hygienic purposes for any form of compensation by means of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating, of the external parts of the body with hands or other parts of the body, with or without the aid of any mechanical or electrical apparatus or appliances; or with or without such supplementary aids as rubbing alcohol, liniments, antiseptic, oils, powder, creams, lotions, ointments, or other similar preparations commonly used in this practice; or by baths, including but not limited to Turkish, Russian, Swedish, Japanese, vapor, shower, electric tub, sponge, mineral, mud, fermentation or any other type of bath.

(k) "Massage business" means any business that offers massage in exchange for compensation, whether at a fixed place of business or at a location designated by the Client through outcall or on-site massage services. The term "massage business" includes a Certified Massage Therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship, including those that rent space as an independent contractor from a spa, day spa or salon. For the purposes of this Chapter, the term "massage business" may include those businesses that provide separate massage services, such as spas, day spas, and salons, but shall not apply to massages performed to limited areas of the neck, face and/or scalp, hands or feet of the clients when that massage is accessory to and within the scope of a barber's, cosmetologist's, and esthetician's state license. For spas, day spas, and salons that are solely renting space to one or more Certified Massage Therapist[s] as independent contractor[s] who otherwise meet all the provisions of this Chapter 6-9, those spas, day spas and salons shall not be treated as "massage business" for purposes of this Chapter 6-9 and rather each such independent contractor shall be treated as the "massage business". However, such spas, day spas and salons shall be "massage establishments" as defined in subsection (l).

(l) "Massage establishment" shall mean a fixed location where massage for compensation is regularly conducted. For the purposes of this Chapter, the term "massage establishment" shall include those businesses that provide separate massage services, such as spas, day spas and salons, but shall not apply to massages performed to limited areas of the neck, face and/or scalp, hands or feet of the clients

when that massage is accessory to and within the scope of a barber's, cosmetologist's, and esthetician's state license.

(m) "On-site massage" shall mean a massage given to an individual who remains fully clothed during the massage and at a location other than a massage business or massage establishment, and is limited to massages that take place at malls, business offices, sports complexes, convention centers and public events.

(n) "Operator" or "massage business operator" shall mean any and all owners of a massage business.

(o) "Out-call massage" shall mean engaging in or carrying on of massage for compensation in a location other than a duly licensed massage establishment.

(p) "Owner" shall mean any of the following:

(1) The sole proprietor of a massage business or massage establishment; or

(2) Any person who is a general partner of a general or limited partnership that owns a massage business; or

(3) Any person who has a five percent (5%) or greater ownership interest in a corporation that owns a massage business; or

(4) Any person who is a member of a limited liability company that owns a massage business; or

(5) Any person who has a five percent (5%) or greater ownership interest in any other type of business association that owns a massage business.

(q) "Permittee" or "Massage Business Permittee" shall mean any person who receives from the City of Turlock a Massage Business Permit pursuant to Section 6-9-205.

(r) "Person" shall mean any individual.

(s) "Reception area" shall mean the area immediately inside the front door of the massage establishment, dedicated to the reception and waiting of clients and visitors of the massage establishment, which is not a massage room or otherwise used for the provision of massage services.

(t) "Salon" shall mean a business that offers a variety of services intended to meet personal needs of individuals such as hair cutting, hairdressing, hair design, manicures and pedicures, and massage.

(u) "Sole-Proprietorship" shall mean a massage business where the owner owns one-hundred percent (100%) of the business, is the only person who provides massage services for compensation for that business pursuant to a valid and active CAMTC

certificate, and has no other employees or independent contractors that perform massage for the business.

(t) "Spa" or "Day Spa" shall mean a business that offers a variety of services intended to meet personal needs of individuals such as skin treatment, manicures and pedicures and massage.

6-9-103 Exemptions.

The provisions of this Chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

(a) Physicians, surgeons, nurses, chiropractors, osteopaths, acupuncturists, podiatrists, physical therapists, who are duly licensed to practice their respective professions, in the State of California under the provisions of Division 2 (commencing with section 500) of the Business and Professions Code.

(b) Persons operating or employed at hospitals, nursing homes, sanitariums, or any other health facility duly licensed by the State of California.

(c) Trainers of any amateur, semi-professional or professional athlete or athletic team, so long as such persons' practice of massage is limited to such athletes and athletic teams.

(d) Persons operating or employed at athletic clubs or fitness facilities, where such facility is designed and equipped for indoor sports, exercise, or physical education, and where massage services are provided to members of such facilities.

(e) Barbers, cosmetologists, or estheticians who are duly licensed under the laws of the State of California, while engaging in practices within the scope of their licenses, so long as the barber, cosmetologist or esthetician limits any massages he/she performs in the course of his/her professional duties to the neck, face and/or scalp, hands or feet of the clients when that massage is accessory to and within the scope of the barber's, cosmetologist's, and esthetician's state license.

(f) Enrolled students of a school of massage when they are performing massage within the City as part of a formal supervised internship or training wherein the student receives school credit, operated by the school, without receiving any form of compensation, including tips, on the premises of a massage establishment duly authorized to operate in the City.

(g) Persons performing a therapeutic modality for which the state does not offer licenses or certification under the provisions of Division 2 (commencing with section 500) of the Business and Professions Code and the modality is performed with minimal touching and the client remains fully clothed at all times, such as Reiki, Reflexology, Rolfing or the Bowen Technique.

6-9-104 Out-Call Massage and On-Site Massage Restrictions.

(a) No person or massage business shall perform either on-site massage or out-call massage for compensation without possessing a CAMTC certificate in conjunction with a valid City Business License.

(b) Out-call massage shall not be performed unless authorized in writing by a physician, surgeon, chiropractor or osteopath duly licensed to practice in the State of California.

(c) Out-call massage and on-site massage shall only be conducted between the hours of 8:00 a.m. and 8:00 p.m.

(d) Out-call massage or on-site massage shall not be conducted in the following locations:

(1) A hotel/motel room or any other similar location used primarily for transitory habitation purposes.

(2) The residence of the out-call or on-site massage therapist.

6-9-105 Health and Safety Requirements for all Massages.

All massage establishment owners, operators, employees, sole proprietors, independent contractors and any person performing massage within the City shall comply with all of the following health and safety requirements.

(a) Massage establishments and massage therapists shall at all times have an adequate supply of clean sanitary towels, coverings and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels, non-disposable coverings, and linens shall not be used on more than one (1) client, unless they have first been laundered and disinfected. Disposable towels and disposable coverings shall not be used on more than one (1) client. Soiled linens and paper towels shall be deposited in separate receptacles.

(b) In the massage establishment, wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, showers and bathrooms, whirlpool baths, and pools shall be thoroughly cleaned and disinfected as needed, and at least once each day when the premises are open, with a hospital-grade disinfectant. Bathtubs shall be thoroughly cleaned with a hospital-grade disinfectant after each use. All walls, ceilings, floors and other physical facilities for the establishment shall be in good repair and maintained in a clean and sanitary condition.

(c) All equipment used in the massage establishment shall be maintained in a clean and sanitary condition. Instruments utilized in performing massage techniques shall not be used on more than one (1) client unless they have been sterilized, using standard sterilization methods.

(d) No massage establishment shall have any alcohol for consumption or illegal controlled substance on the premises at any time except for those massage establishments who obtain authorization from the Chief of Police and any licenses from

the State of California Department of Alcohol Beverage Control that may be necessary to provide alcohol to a client as a part of the establishment's services.

(e) No massage shall be given by any massage therapist who is consuming, or under the influence of, any alcoholic beverage or illegal controlled substance.

(f) No massage shall be given unless the client's genitalia and female breasts are, at all times, fully covered. Genitalia shall include the genitals, anus, and perineum of any person. No massage shall be provided to a client for sexual gratification by intentional contact, or occasional and repetitive contact with the client's genitalia or female breasts either covered or uncovered.

(g) No massage therapist or massage establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising material that depicts any portion of the human body that would reasonably suggest to prospective Clients that services prohibited by this Chapter are available nor shall any massage therapist or massage establishment employ language in any advertising text or business name that would reasonably suggest to a prospective client that any service is available that is prohibited under this Chapter.

(h) A massage therapist shall not violate the provisions of sections 647(a) (soliciting to engage in lewd or dissolute conduct in a public place) and 647 (b) (soliciting to engage in or engaging in any act of prostitution) of the California Penal Code, or any other state law involving a crime of moral turpitude, and such practices shall not be allowed or permitted by the massage business or at any massage establishment.

6-9-106 Operating Requirements for Massage.

All massage establishment owners, operators, employees, sole proprietors, independent contractors and any person performing massage within the City shall comply with all of the following operating requirements.

(a) CAMTC certification shall be worn by and on the massage therapist's person during working hours and at all times when the massage therapist is inside a massage establishment or providing outcall massage. No owner, operator or manager of a massage establishment shall allow or permit a person to administer massage for such establishment unless the practitioner possesses and wears a valid CAMTC certificate.

(b) Massage shall only be performed between the hours of 6:00 a.m. and 10:00 p.m. No massage business shall be open and no massage shall be provided between 10:00 p.m. and 6:00 a.m. A massage commenced prior to 10:00 p.m. shall terminate prior to 10:00 pm. and all clients shall exit the massage establishment prior to 10:00 pm.

(c) A list of services available and the cost of each service shall be posted in the reception area within the massage establishment, and shall be described in English if another language is also used to list the available services. Outcall service providers shall provide such a list to clients in advance of performing any service. No owner, manager, or operator shall permit, and no massage therapist shall offer to perform any

service other than those posted or listed, as required herein, nor shall an owner, manager, or operator nor a massage therapist request or charge a fee for any service other than those on the list of available services posted in the reception area or provided to the client in advance of any outcall services.

(d) The massage establishment premises and facilities shall meet and be maintained in a condition to comply with all applicable code requirements of the City, including, but not limited to, those related to the safety of structures, adequacy of the plumbing, lighting, heating, ventilation, waterproofing of rooms in which showers, water or steam baths are used, and the health and cleanliness of the facility.

(e) Clients of the massage establishment shall be furnished with a private dressing room. Dressing rooms need not be separate from the room in which the massage is being performed.

(f) Toilet facilities shall be provided in convenient locations within the massage establishment and shall consist of at least one (1) unisex toilet with lavatories or wash basins provided with soap and both hot and cold running water either in the toilet room or vestibule.

(g) A minimum of one (1) wash basin for employees shall be provided at all times. The basin shall be located within or as close as practicable to the area devoted to performing of massage services. Soap and sanitary towels shall also be provided at each basin.

(h) The CAMTC certificate of each and every massage therapist performing massage shall be displayed in the reception area or in the area where massage is to be performed. CAMTC certificates of former employees, independent contractors, volunteers shall be removed as soon as those massage therapists are no longer performing massage at the location. All records of employees, independent contractors, volunteers who have performed massage for a massage business shall be retained for a period of two (2) years.

(i) Massage therapists shall be fully clothed at all times. Clothing shall be of a fully opaque, non-transparent material and said garments shall not expose their genitals, pubic areas, buttocks, or breasts.

(j) Every massage business shall keep a written or electronic record of the date and hour of each treatment administered, the name and address of each Client, the name of the massage therapist administering treatment, and the type of treatment administered. Such written or electronic record shall be available for inspection by officials charged with the enforcement of this Chapter. Such records shall be kept on the premises of a massage establishment for a period of two (2) years and shall be open to inspection by the City.

(k) Where the massage establishment has staff available to ensure security, the entry to the reception area of the massage business shall remain unlocked during business hours when the establishment is open for business or when clients are present.

(l) No massage establishment shall simultaneously operate as a school of massage, or share facilities with a school of massage.

(m) Minimum lighting consisting of at least one (1) artificial light of not less than forty (40) watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients and in all areas where clients are present.

(n) No massage establishment shall allow any person to reside within the massage establishment or in any attached structures owned, leased or controlled by the massage establishment owners.

(o) All massage establishments must comply with all state and federal laws and regulations pertaining to disabled clients.

(p) All massage establishments must comply with the city's sign ordinance pursuant to Title 9, Chapter 2 of the Turlock Municipal Code.

Article 2. Licensing and State Certification

6-9-201 CAMTC Certification Required.

(a) It shall be unlawful for any person to perform or engage in the practice of massage for compensation within the City unless that person possesses a current, valid, unsuspended and unrevoked CAMTC certificate.

(b) It shall be unlawful for any massage business or massage establishment to provide massage for compensation within the City unless all persons employed by the massage business or massage establishment to perform massage; whether as an employee, independent contractor, volunteer, or sole proprietorship, possesses a current, valid, unsuspended and unrevoked CAMTC certificate.

6-9-202 Time for Compliance with CAMTC Certification.

(a) Any individual holding a valid Business License and issued by the City to perform or engage in massage for compensation within the City prior to the effective date of this Chapter, may continue to provide such massage services under that license until that license expires, but shall otherwise comply with the requirements of this Chapter. Upon expiration of said license issued by the City, any person who desires to continue to provide massage for compensation within the City shall first obtain a current, valid, unsuspended and unrevoked CAMTC certificate.

(b) Any massage business holding a valid Business License issued by the City to provide massage for compensation within the City may continue to operate as a massage business until the license expires provided that all of the massage business' employees providing massage services possess a CAMTC certificate or the equivalent state certificate for massage. Upon expiration of the massage business' City Business License, any massage business that desires to continue to provide massage for

compensation within the City shall first ensure that all of the massage business' employees providing massage possess a current, valid, unsuspended and unrevoked CAMTC certificate.

(c) All persons, massage businesses or massage establishments, including its owners, operators, managers, and employees engaged in the practice of massage for compensation within the City shall comply with all health and safety and operating requirements, set forth in this Chapter 6-9-105 and 6-9-106, upon its effective date.

6-9-203 City Business License.

(a) Any person or massage business shall obtain a valid City Business License pursuant to Title 3, Chapter 1 of the Turlock Municipal Code to conduct massage for compensation within the City. Applicant shall provide a copy of a current and valid CAMTC certificate for every person who will be performing or engaging in the practice of massage for the massage business. Such certificate[s] shall be provided to the Chief of Police or designee to confirm the validity of the certificate[s]. The Chief of Police or designee shall notify City staff whether or not the applicant has a valid CAMTC certificate and may proceed with the business license application process.

(b) Every massage business owner[s] or manager[s] who does not qualify as a massage therapist and is not CAMTC certified must obtain a Massage Business Permit and be subject to the requirements of Section 6-9-205 prior to the issuance of a City Business License. If any massage business owner[s] or manager[s] are denied a Massage Business Permit then a City Business License cannot be issued to the massage business until such time as the denied business owner[s] or manager[s] is removed from the application for the City Business License and replaced with a person who meets the requirements of this Chapter 6-9.

6-9-204 Exchange of Information.

The City may, from time to time, request information from CAMTC pertaining to any person who possesses a CAMTC certificate and who is engaging in the practice of massage in the City. The requested information may include, but need not be limited to, the current status of a person's CAMTC certificate, any history of disciplinary action(s) taken against the person, the home and work addresses of the CAMTC certificate holder, and any other information that may be necessary to verify fact relevant to administering the provisions of this Chapter.

6-9-205 Massage Business Permit for Owners and Managers who do not Qualify as Massage Therapists and Who are Not CAMTC Certified; Limited Exemption to CAMTC Certification.

(a) Massage Business Permit. Every massage business owner[s] and manager[s] who do not possess a current and valid CAMTC certificate, must obtain a Massage Business Permit from the Chief of Police, or his designee, prior to obtaining a business license, according to the procedures in this Section. Notwithstanding this provision, business owner[s] and managers of a salon, spa, or day spa need not comply with this Section if

they are solely renting space to one or more Certified Massage Therapist[s] as independent contractor[s] who meet all the provisions of this Chapter 6-9 and each such massage therapists shall be treated as an independent “massage business”.

(1) The massage business owner[s] and manager[s] shall complete an application that requests information regarding topics including, but not limited to, the applicant's current business name and location, occupation, employment history for the five (5) years preceding the date of the application, and the name and address of any massage business or like establishment previously owned or managed by the applicant.

(2) All massage business owner[s] and manager[s] subject to this Section shall personally appear at the City Police Department to be fingerprinted. The Chief of Police, or his designee, shall conduct or cause to be conducted on its behalf a background investigation of the applicant.

(3) At the time of the fingerprinting, the applicant shall pay the Police Department a fingerprinting fee and the cost of obtaining criminal history information and conducting a background investigation. Fees are set forth in the City's fee schedule in amounts established by resolution of the City Council as may be amended by the Council from time to time.

(4) The Chief of Police, or his designee, shall determine, based on the background investigation and the information submitted with the application, whether a Massage Business Permit shall be issued. If the Chief of Police, or his designee, determines that the applicant is not qualified, the Chief of Police, or his designee, shall inform the applicant in writing and specify the reasons for the denial. The City may deny a Massage Business Permit for the following reasons:

(i) The applicant has provided materially false information in applying for a Massage Business Permit.

(ii) Within five (5) years immediately preceding the date of the filing of the application the applicant has been convicted of, or pled guilty to, any of the following offenses: violation of Penal Code sections 243.4, 261, 266a through 266j, inclusive, 267, 288, 314 to 316 inclusive, 318, 647a, 647b, 647d, 647i, 647j, any offenses requiring registration under Penal Code section 290; any felony offense involving the possession for sale, sale, transportation, furnishing, or giving away of a controlled substance specified in Health and Safety Code sections 11054 to 11058, inclusive, as amended; any offense in another state which if committed in California, would have been punishable as one (1) or more of the offenses mentioned here, any offense involving the use of force or violence upon the person of another, or any offense involving theft, embezzlement, or moral turpitude;

(iii) Within five (5) years immediately preceding the date of the filing of the application the applicant has had a massage license suspended or revoked;

unless the applicant can show mitigating circumstances exist since the revocation or suspension.

(5) Any person aggrieved by the decision of the Chief of Police, or his designee, may appeal that decision to the City Manager, or his designee, by filing a notice of appeal within ten (10) days of being notified of the decision.

(6) An appeal must be in writing, shall explain the reason(s) for the appeal and mailed to the City Manager's Office, or his designee, with a filing fee in the amount established by resolution of City Council as may be amended by the Council from time to time within five (5) days of the date of the written notice. The City Manager, or his designee, shall schedule a hearing within thirty (30) days and provide written notice of the time, date and location of the hearing to the appellant.

(7) The hearing shall be conducted pursuant to Turlock Municipal Code Title 1 Chapter 4. The City Manager, or his designee, shall render a decision within thirty (30) days of the conclusion of the hearing, unless the parties agree otherwise. The City Manager, or his designee, shall notify the appellant in writing of the decision. The decision of the City Manager, or his designee, may be appealed pursuant to Turlock Municipal Code Title 1 Chapter 4.

(8) If a Massage Business Permit is granted by the Chief of Police, or his designee, it shall be valid until such time as the Permittee terminates the permit or the permit is suspended or revoked pursuant to Turlock Municipal Code Sections 6-9-206 and 6-9-207. The permit shall be non-transferrable and cannot be sold.

(9) A Massage Business Permittee shall notify the Chief of Police, or his designee, in writing at least thirty (30) days after the sale of the massage business or massage establishment for which he/she obtained the Massage Business Permit is completed.

(10) A Massage Business Permit shall be non-transferable and every new owner of a massage business or massage establishment who does not qualify as a massage therapist and is not CAMTC Certified must obtain a Massage Business Permit before operating a massage business or massage establishment.

(11) The City may establish a nonrefundable fee by resolution adopted by the City Council, as amended from time to time, to recover costs associated with initial applications and renewals of a Massage Business Permit.

(b) Limited Exemption to CAMTC Certification for Massage Professionals. The City recognizes that some massage professionals currently practicing within the City may not meet the current requirements set forth by the CAMTC due to changes in educational or other requirements, particularly changes in requirements concerning hours of schooling, although the person has been in practice as a massage professional for a significant period. The city will therefore allow individuals who were working within the city as a massage professional prior to November 1, 2025, and who meet the requirements of this Section to continue to practice massage as a massage professional

under this exemption without certification from the CAMTC but with a Massage Business Permit under subsection (a).

(1) An individual seeking this exemption must demonstrate to the satisfaction of the Police Chief or designee that the individual worked as a massage professional in the City, either pursuant to their own massage business or the massage business of another under the then applicable Turlock Municipal Code requirements for at least three years prior to November 1, 2025.

(2) An individual granted an exemption from the CAMTC certification requirement pursuant to this Chapter shall be referred to as an "exempt therapist." An exempt therapist will be issued an exemption certificate in the form of a Massage Business Permit pursuant to subsection (a) above that includes a statement from the Police Chief or designee that the person met the requirements of this exemption. Any individual granted an exemption certificate is required to display, in the same manner this Chapter requires the display of CAMTC certification, the exemption certificate showing that the person met the requirements of this exemption.

(3) An exemption from the CAMTC certification requirement pursuant to this Section is valid for two years from the date of issuance of the exemption certificate and must be renewed every two years thereafter. Any exempt therapist who allows their exemption certificate to expire shall not be eligible to renew such exemption certificate or operate as a massage therapist under this exemption. Failure to obtain a renewal on or before the date an existing exemption certificate expires shall make the individual ineligible for a continued exemption.

(4) The City may establish a nonrefundable fee by resolution adopted by the Council, as amended from time to time, to recover costs associated with initial applications and renewals of an exemption certificate.

(5) An exempt therapist is subject to and shall comply with all the requirements of this Chapter, except for the CAMTC certification requirements.

(6) Individuals who do not submit an initial application on or before March 31, 2026, for the exemption described in this Section shall be ineligible to qualify for the exemption.

6-9-206 Massage Business Permit—Grounds for Suspension and Revocation.

The Chief of Police, or his designee, may suspend and/or revoke a Massage Business Permit issued under this Chapter for one (1) or more of the following reasons:

(a) A Massage Business Permit was obtained with fraudulent or deceitful information.

(b) A Massage Business Permittee violated a provision or provisions of this Chapter or the Massage Therapy Act or some other state or federal law. Including a violation of Penal

Code sections 243.4, 261, 266a through 266j, inclusive, 267, 288, 314 to 316 inclusive, 318, 647a, 647b, 647d, 647i, 647j, any offenses requiring registration under Penal Code section 290; any felony offense involving the possession for sale, sale, transportation, furnishing, or giving away of a controlled substance specified in Health and Safety Code sections 11054 to 11058, inclusive, as amended; any offense in another state which if committed in California, would have been punishable as one (1) or more of the offenses mentioned here, any offense involving the use of force or violence upon the person of another, or any offense involving the use of force or violence upon the person of another, or any offense involving theft, embezzlement, or moral turpitude;

(c) The massage business or massage establishment is not being maintained in compliance with the provisions of this Chapter, the Massage Therapy Act (Business & Professions Code sections 4600-4621, any other provision of the Turlock Municipal Code or any other local, state or federal law and the Massage Business Permittee has failed to promptly remedy any deficiency for which they have received notice.

(d) The massage business or massage establishment has knowingly employed, allowed, or permitted a person who was not certified by CAMTC to perform massage services at the massage business or massage establishment.

6-9-207 Massage Business Permit—Process for Suspension and Revocation.

(a) The Chief of Police, or his designee, shall send written notice of the suspension or revocation shall be served on the business owner[s] or manager[s] by certified mail with the legal violation and supporting facts. The notice shall contain an advisement of the right to request an appeal.

(b) Suspension or revocation issued pursuant to subsection (a) shall be effective five (5) days from the date appearing on the notice, unless a timely appeal is filed in accordance with subsection (c).

(c) The decision of the Chief of Police, or his designee, may be appealed to the City Manager's Office, or his designee. An appeal must be in writing, shall explain the reason(s) for the appeal and mailed to the City Manager's Office, or his designee, with a filing fee in an amount established by resolution of City Council as may be amended by the Council from time to time within five (5) days of the date of the written notice. The City Manager, or his designee, shall schedule a hearing within thirty (30) days and provide written notice of the time, date and location of the hearing to the appellant.

(d) The hearing shall be conducted pursuant to Turlock Municipal Code Title 1 Chapter 4. The City Manager, or his designee, shall render a decision within thirty (30) days of the conclusion of the hearing, unless the parties agree otherwise. The City Manager, or his designee, shall notify the appellant in writing of the decision. The decision of the City Manager, or his designee, may be appealed pursuant to Turlock Municipal Code Title 1 Chapter 4.

6-9-208 Inspection of Massage Establishment by Officials.

The investigating and enforcing officials of the City, including but not limited to the Chief of Police, or his designees, Chief Building Official or his designees, the Chief of the Fire Department or his designee, shall have the right to enter the massage business or the massage establishment premises, from time to time, during regular business hours, for the purpose of making reasonable inspections to observe and enforce compliance with applicable laws, statutes and regulations, and with the provisions of this Chapter. The Chief Building Official and/or the Chief of the Fire Department may charge a fee for any safety inspections, which shall be established by Council.

6-9-209 Applicability of Other Ordinances.

Nothing contained in this Chapter shall be construed to exempt any person from complying with the provisions of any other applicable ordinance, rule, or regulation, or to exempt a massage business, massage establishment, or massage therapist from the provisions of any zoning, licensing or other building ordinance, rule or regulation.

6-9-210 Notifications.

(a) Any person or Business Licensee shall notify the City Finance Department of any amendments or changes necessary to the information provided to the City pursuant to Section 6-9-203.

(b) Any person or Business Licensee who holds a City Business License pursuant to Section 6-9-203 shall inform the City Finance Department and Chief of Police within five (5) days if any of following events occur:

(1) Arrest of any employee, owner, manager, or operator of the massage business or massage establishment.

(2) Any event involving an employee, owner, manager, operator or independent contractor, volunteer that may constitute a violation of this Chapter or any state or federal law.

(c) This provision shall be complied with even if the Licensee believes that the City has or will receive the information from another source.

6-9-211 Nuisance.

Any massage business or massage establishment operated, conducted, or maintained contrary to the provisions of this Chapter shall be unlawful and a public nuisance, and the City Attorney may, in the exercise of discretion, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in any manner provided by law, and shall take such other steps and shall apply to such court(s) as may have jurisdiction to grant such relief as will abate or remove such businesses and restrain and enjoin any person from operating, conducting, or maintaining a massage business or massage

establishment contrary to the provisions of this Chapter. All remedies provided for in this Chapter are cumulative.

6-9-212 Unlawful Business Practices may be Enjoined.

Any massage establishment or business operated, conducted, or maintained contrary to the provisions of this Chapter shall constitute an unlawful business practice pursuant to Business & Professions Code section 17200 et seq., and the City Attorney and/or District Attorney may, in the exercise of its discretion, in addition to or in lieu of taking any other action permitted by this Chapter, commence an action or actions, proceeding or proceedings in an appropriate court of jurisdiction, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law, including but not limited to fines, attorney's fees and costs.

6-9-213 Criminal Prosecution.

A violation of any of the provisions or failing to comply with any of the mandatory requirements of this Chapter shall constitute a misdemeanor and at the discretion of the City Attorney, a violation of any provision of this Chapter may be prosecuted in a criminal court. Any violation of this Chapter prosecuted as a misdemeanor shall be punishable by a fine of not more than one thousand dollars (\$1,000.00), per violation or by imprisonment in the County Jail for a period of not more than six (6) months, or by both fine and imprisonment. All remedies provided for in this Chapter are cumulative.

6-9-214 Administrative Fines.

A violation of any of the provisions or failing to comply with any of the mandatory requirements of this Chapter, may result in the issuance of an administrative citation and the City may, at its discretion, seek an administrative fine of up to one thousand dollars (\$1,000.00).

(a) Each violation of any provision of this Chapter shall constitute a separate and distinct violation for each and every day during which any violation of any provision of this Chapter is committed, continued or permitted by such person.

(b) Notice of the assessed fine shall be served by certified mail with the legal violation and supporting facts. The notice shall contain an advisement of the right to file an appeal and the process for contesting the imposition of the fine with the City. The appeal process and timeline shall follow those procedures and timelines set forth in Turlock Municipal Code Title 1 Chapter 4.

(c) If an appeal is not filed and the fine is not paid within thirty (30) days from either the date of the notice of fine or a notice of determination from the Hearing Officer, the fine may be referred to a collection agency within or external of the City.

(d) Any outstanding amounts owed to the City may be recovered through a lien against any real property owned by the offending party or a personal obligation lien against the offending party.

6-9-215 Prosecutorial Discretion.

Pursuant to the City Attorney's prosecutorial discretion, the City may enforce violations of this Chapter as criminal, civil, and/or administrative violations utilizing administrative remedies. All remedies provided for in this Chapter are cumulative.

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2025.

SIGNED:

AMY BUBLAK, Mayor

ATTEST:

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

APPROVED AS TO FORM:

George A. Petrulakis, City Attorney

City Council Staff Report

September 23, 2025



From: Nick Showalter, Information Technology Director
Prepared by: Nick Showalter, Information Technology Director
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the agreement, in a form approved by the City Attorney, for the purchase and installation of upgraded audiovisual and technology equipment, which includes a video wall, video wall processor, and audio/video conferencing components from Solutionz, Inc., for the Emergency Operations Center pursuant to the Omnia Partners Contract No. R200803 for the total amount not to exceed \$176,305.42 expensed from Fund 119 "American Rescue Plan Act - Minor Equipment Miscellaneous" 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 of the agreement in a form approved by the City Attorney to purchase upgraded audiovisual and technology equipment, which includes a video wall, video wall processor, and audio/video conferencing components from Solutionz, Inc., for the Emergency Operations Center pursuant to the Omnia Partners Contract No. R200803 for the total amount not to exceed \$176,305.42.

At the May 28th, 2024 City Council Meeting, staff briefed the Council on the City's most recent Emergency Operations Center (EOC) activation during the COVID-19 pandemic and shared an after-action report highlighting successes and challenges. The challenges shared within the after-action report were specific to communications, information gathering, and information sharing. To address these challenges, staff requested approval to allocate American Rescue Plan Act (ARPA) funds to upgrade the City's Emergency Operations Center (EOC). The technology upgrades and improvements will strengthen the EOC's ability to access and respond to real-time information and improve communication with both internal and external stakeholders.

One current challenge shared during the City Council Meeting was that the EOC has outdated audio and video equipment, and the ability to video conference was limited, not adequately allowing for remote meetings. The current video output within the EOC is a projector connected to a standard desktop with computer speakers for audio output. The current setup is limited in resources and output capabilities. The proposed upgraded audiovisual and technology equipment includes a video wall with eight LED narrow bezel monitors that will be mounted in a four-by-two grid. This video wall will be controlled by a video wall processor that can distribute high-resolution video from network and web-based sources that can be controlled through a user-friendly interface that allows for drag and drop input selection and thumbnail previews. For video conferencing and audio output, a PTZ camera, a wireless microphone array, and upgraded speakers will be installed and connected to a conferencing control system.

The proposed audiovisual and technology upgrades will allow for enhanced capabilities for communication and information sharing within the EOC. Staff will be able to take multiple information sources, such as camera feeds, public broadcasts, and mapping/perimeter tools, and place them onto "a single pane of glass", allowing for real-time information to be consumed that will enhance overall situational awareness of an emergency or critical incident. In addition, staff within the EOC can video conference with external stakeholders to effectively communicate and share information regarding an emergency or critical incident when coordination is most important. In addition to emergency response, the improved audiovisual systems can be used when the EOC is not activated. The audiovisual systems will support staff training, internal briefings, and large group video conferencing meetings, providing a versatile tool for both daily operations and emergency preparedness. The anticipated timeline to complete this installation and receive training is approximately two weeks once the project start time is established.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The Purchasing Division has determined that this item does not require a competitive procedure due to TMC 2-7-08 (b) (5), which 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 the video wall, the video wall processor, and audio/video conferencing components for a total of \$176,305.42 from Solutionz will be expensed from Fund 119 "American Rescue Plan Act" out of the account 119-10-188.44030_000 - Minor Equipment Miscellaneous pursuant to the Omnia Partners Contract No. R200803.

Appropriate funds have been allocated during the Fiscal Year 2025-2026 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. Exhibit A - City of Turlock EOC Proposal
2. City Contract 2026-0066 with RTS Solutionz Inc.

Proposal

City of Turlock EOC

Omnia: #R200803

Expires: 9/30/25

Estimate Number: 064556
Project Number: 2505372

Prepared for:

City of Turlock

156 South Broadway
Turlock, CA 95380 US
2096685594

Prepared by:

Xavier Dixon

9/10/2025

System Components and Functionality

Video System

Deployment of an AVer TR211V4 PTZ tracking camera for live video capture.

Installation of an 8-display video wall (55" narrow bezel LED monitors), powered by RGB Spectrum Zio W4024 IP video wall processor and CAT-Linx 3 extenders.

Wall mounts with XYZ adjustment for precise alignment of displays.

Integration of RGB Spectrum XtendPoint TX/RX for KVM-over-IP functionality.

Audio System

Installation of QSC AD-C6T-HP 6.5" ceiling speakers for clear, even coverage across the space.

Centralized processing via a QSC Core 110f-V2 DSP, supporting AVB and Dante integration.

One Shure MXA920 ceiling array microphone for high-quality voice capture.

Network connectivity and Dante bridging provided by Biamp TesiraCONNECT TC-5D.

Control and User Interface

A QSC TSC-101-G3 10.1" touch panel controller will be wall-mounted for system control.

Custom user interface (UCI) programming for seamless control of audio, video, and routing.

Infrastructure and Rack Integration

Equipment will be housed in a Middle Atlantic CFR-14-18 rack, complete with utility shelf, smart PDU (RLNK-915R), and cable management.

Smart power management with remote reboot and sequencing capabilities.

Summary

Location	Equipment	Professional Services	Location Total
Equipment	\$7,971.60	\$0.00	\$7,971.60
Speaker System & Camera	\$21,962.00	\$0.00	\$21,962.00
Rack	\$648.39	\$0.00	\$648.39
Video Wall & Mounting Support	\$30,746.72	\$0.00	\$30,746.72
RGB Equipment	\$54,327.72	\$0.00	\$54,327.72
Professional Services	\$0.00	\$42,620.00	\$42,620.00
Shipping/Freight	\$7,428.00	\$0.00	\$7,428.00
Location Sub Total:			\$165,704.43

Please Note: Sales tax is not included in the amounts listed on this summary page.

Bill of Materials

Equipment

Qty.	Item	Description	Unit Price	Ext. Price
2	Liberty AV 12-2C-BLK	COMMERCIAL 12/2 CL3R BLACK	\$1,128.80	\$2,257.60
1	Solutionz Misc-Expense	All gear that is needed for installation: Cables, screws, bolts, connection plates, Extensions, mounting plates, backing, signal repeaters	\$5,714.00	\$5,714.00
3	Tripp-Lite PS615	[NB] - 6-Outlet Power Strip, 15-ft. Cord	\$0.00	\$0.00
Equipment Total				\$7,971.60

Speaker System & Camera

Qty.	Item	Description	Unit Price	Ext. Price
1	AVer PATR211V4	AVer TR211 12X 1080p60 Professional Auto Tracking PTZ Camera - PATR211V3	\$2,934.00	\$2,934.00
1	Biamp TesiraCONNECT TC-5	5-port expansion device	\$1,486.00	\$1,486.00
1	Biamp TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	\$1,982.00	\$1,982.00
8	QSC AD-C6T-HP	6.5" Two-way high power, blind mount ceiling speakers, 70/100V transformer with 16? bypass. 120° conical coverage, include C-ring and rails for blind mount installation. Color - White only. Priced individually, sold only in pairs.	\$395.00	\$3,160.00
1	QSC CORE 110f-v2	Q-SYS Core Processor with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU. Includes Scripting/UCI functionality.	\$4,850.00	\$4,850.00
1	QSC SLDAN-8-P	[Included Accessory] - Q-SYS Software-based Dante 8x8 Channel (4x4 Flows) License, Perpetual.		
1	QSC TSC-101-G3	Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$3,300.00	\$3,300.00
1	Shure MXA920W-S	Ceiling Array Microphone, Square, White, 24 inch	\$4,250.00	\$4,250.00
Speaker System & Camera Total				\$21,962.00

Rack

Qty.	Item	Description	Unit Price	Ext. Price
1	MIDDLE ATLANTIC 5-RS18	18"Bottom Runner Set	\$31.44	\$31.44
1	MIDDLE ATLANTIC CFR-14-18	14Space, Cabinet Frame rack, 18D	\$276.65	\$276.65
1	MIDDLE ATLANTIC RLNK-915R	15A, 9 Out, IP control Power	\$301.70	\$301.70
1	MIDDLE ATLANTIC U1V	1space Vented Utility Shelf	\$38.60	\$38.60
Rack Total				\$648.39

Video Wall & Mounting Support

Qty.	Item	Description	Unit Price	Ext. Price
8	VZ-55ENB	55" HD 1080p LED Extreme Narrow 0.9mm bezel (1.8mm B-to-B) monitor	\$3,532.67	\$28,261.36
8	VZ-XMS	Video Wall Monitor Mount, spring loaded and X,Y, and Z axis fine tune adjustment system for easy and accurate installation	\$310.67	\$2,485.36
Video Wall & Mounting Support Total				\$30,746.72

Bill of Materials

RGB Equipment

Qty.	Item	Description	Unit Price	Ext. Price
8	RGB Spectrum 520 12233-02	RGB Spectrum Mini-HDMI to HDMI Adapter	\$17.00	\$136.00
5	RGB Spectrum 920 12033	RGB SPECTRUM, Table or wall mount bracket for a single CAT-Linx 2 or Zio endpoint	\$105.00	\$525.00
1	RGB Spectrum 920-12370	RGB Spectrum, Cable retention bracket for GO MD-4H-4 card	\$177.33	\$177.33
5	RGB Spectrum CAT-Linx 3 RX-T	Single-channel CAT-Linx 3 receiver; 4K UHD (60Hz) via HDMI; HDCP 2.2 compliant; Power over CATx capable	\$490.00	\$2,450.00
5	RGB Spectrum CAT-Linx 3 TX-T	Single-channel CAT-Linx 3 transmitter; 4K UHD (60Hz) via HDMI; HDCP 2.2 compliant; Power over CATx capable	\$490.00	\$2,450.00
1	RGB Spectrum MS Zio 3	Zio products. Software Maintenance Agreement for years two through three.	\$1,480.00	\$1,480.00
1	RGB Spectrum OSS-LOC	Each Day On-Site Support and/or Training during regular business hours for customer locations located within 100 miles from an RGB Spectrum depot (domestic or international)	\$3,600.00	\$3,600.00
1	RGB Spectrum PDU 400-12 C	RGB Spectrum, PDU 400-12 C - Power Distribution Unit for up to 12 CAT-Linx 2 units. Provides 12 ports @ 12VDC/25W per port, 400W full load. Includes 2.1mm power plug cables.	\$1,027.27	\$1,027.27
10	RGB Spectrum WAR CATLINX3 3	CAT-Linx 3 and CAT-Linx 3 Plus. Extended hardware warranty for years two through three.	\$58.00	\$580.00
1	RGB Spectrum WAR PDU 3	RGB Spectrum, PDU. Extended hardware warranty for years two through three.	\$174.42	\$174.42
1	RGB Spectrum WAR Zio 3	Zio products. Extended hardware warranty for years two through three.	\$2,995.00	\$2,995.00
2	RGB Spectrum XP 104 RX	XtendPoint 4-Port Receiver unit with 1 DisplayPort 1.2 3 DisplayPort 1.1, 6 USB 2.0, audio and RS-232 outputs	\$5,100.00	\$10,200.00
1	RGB Spectrum XP 104 TX	XtendPoint 4-Port Transmitter unit with 1 DisplayPort 1.2 3 DisplayPort 1.1, 1 USB 2.0, audio and RS-232 inputs	\$5,100.00	\$5,100.00
1	RGB Spectrum XP RAK	Rackmount tray for up to 2 horizontal units (1RU)	\$440.00	\$440.00
1	RGB Spectrum ZIO BRK-IP4K	RGB Spectrum, Cable Retention Bracket For Zio Ip4K And Ip4K-E Cards. Enables Secure Locking Of All Mini-Hdmi Connectors On Card.	\$115.00	\$115.00
1	RGB Spectrum ZIO W4024 C1SXXMA2Z1	Zio W4024, Standard Software, 2x IP4K, 1x MD-4H-4	\$22,877.70	\$22,877.70
RGB Equipment Total			\$54,327.72	

Professional Services

Qty.	Item	Description	Unit Price	Ext. Price
1	Professional Services	Professional services include: Installation, Field Commissioning, Programming, Design engineering, Drafting , CAD, Rack Building, Delivery to Site, permit sets and site studies, Site walks, Project Management, Project coordination, Training. Drafting Creation: \$2,500 CAD - As Built Drawings: \$2,500 Design Engineering: \$3,500 Field Engineering/Commissioning: \$4,000 Rack Build, Staging, Delivery: \$820 Programming: \$4,500 Site Studies: \$2,000 (Structural Drawing Review 3rd Party Engineering) Installer: \$15,250 Training: \$500 Site Walk: \$250 Project Management: \$4,000 Project Coordination: \$2,800	\$42,620.00	\$42,620.00

Shipping/Freight

Qty.	Item	Description	Unit Price	Ext. Price
1	Solutionz S&H-S		\$7,428.00	\$7,428.00

Part Number	Vendor Name	QTY	MSRP	Price	Market	Competative Bid Manufacturers		
PS615	Tripp-Lite	3	40	27.49	35	C2G / Middle Atlantic / Furman		
12-2C-BLK	Liberty AV	2	1,175.84	1,128.80	1,480	C2G / Middle Atlantic / Audioquest		
PATR211V4	Aver	1	3,154	2,934	3,250	Poly / Cisco / Logitech		
TC-5D	Biamp	1	2,200	1,982	2,000	Crestron / Extron QSC		
TC-5	Biamp	1	1,650	1,486	1,500	Crestron / Extron QSC		
AD-C6T-HP	QSC	8	440	395	625	Crestron / Sonance / Biamp		
TSC-101-G3	QSC	1	4,000	3,300	3,800	Crestron / Sonance / Biamp		
MXA920W-S	Shure	1	4,732	4,250	5,200	Sennheiser / Audio Technica / Biamp		
CORE 110F-V2	QSC	1	5,100	4,850	5,157	Crestron / Extron / AMX		
CFR-14-18	Middle Atlantic	1	541	276.65	350	Chief / Sanus / RFT		
5-RS18	Middle Atlantic	1	61.5	31.44	65	Chief / Sanus / RFT		
U1V	Middle Atlantic	1	83	38.6	80	Chief / Sanus / RFT		
RLNK-915R	Middle Atlantic	1	795	301.7	600	Chief / Sanus / RFT		
VZ-55ENB	RGB	8	4,250	3,532.67	4,500.00	Samsung / LG / Planar		
VZ-XMS	RGB	8	375	310.67	350	Samsung / LG / Planar		
520 12233-02	RGB	8	20	17	35	Barco / Planar / Prysm		
920 12033	RGB	5	105	154	300	Barco / Planar / Prysm		
920-12370	RGB	1	190	177.33	250	Barco / Planar / Prysm		
CAT-LINX 3 RX-T	RGB	5	535	490	650	Barco / Planar / Prysm		
CAT-LINX 3 TX-T	RGB	5	535	490	650	Barco / Planar / Prysm		
MS ZIO 3	RGB	1	1,600	1,480	1,950	Barco / Planar / Prysm		
OSS-LOC	RGB	1	3,900	3,600	4,350	Barco / Planar / Prysm		
PDU 400-12 C	RGB	1	1,995	1,027.27	1,500.00	Barco / Planar / Prysm		
WAR CATLINX3 3	RGB	10	67	58	75	Barco / Planar / Prysm		
WAR PDU 3	RGB	1	249	174.42	200	Barco / Planar / Prysm		
WAR ZIO 3	RGB	1	1,600	1,480	3,500	Barco / Planar / Prysm		
XP 104 RX	RGB	2	5,500	5,100	6,900	Barco / Planar / Prysm		
XP RAK	RGB	1	470	440	550	Barco / Planar / Prysm		
ZIO BRK-IP4K	RGB	1	134	115	250	Barco / Planar / Prysm		
ZIO W4024 C1SXXMA2Z	RGB	1	29,270	22,877.70	35,650.00	Barco / Planar / Prysm		
XP 104 TX	RGB	1	5,500	5,100	5,500	Barco / Planar / Prysm		
Equipment Totals			127,921.56	108,754.90	145,397			
Part Number	Vendor Name	QTY	MSRP	Price	Market			
Professional Services	Solutionz	1	51,500	42,620	55,850			
S&H	Solutionz	1	11,500	7,428	11,500			
Misc Materials	Solutionz	1	7,500	5,714	8,000			
Professional Service Totals				70,500	55,762	75,350		
Grand Total				198,421.56	164,516.90	220,747		
Savings Percentage - MSRP				17.09%				
Savings Percentage - Market				25.48%				

Proposal Overview and Terms

Equipment:	\$123,084.43
Professional Services	\$42,620.00
Sales Tax (8.625%):	\$10,600.99

Grand Total	\$176,305.42
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Grand Total Doesn't Include Optional Systems

1. ALL SALES ARE FINAL. Any subsequent design changes at the direction of the customer must be agreed upon in writing.
2. Removed
3. PAYMENT TERMS: Invoices are due and payable within 30 days of the invoice date (i.e. Net 30).
4. INVOICING TERMS: Refer to the Payment Schedule above for Invoicing Terms
5. AGREEMENT: The prices and terms on this Estimate are not subject to verbal changes, verbal approvals or other verbal agreements. Any changes to prices, terms and conditions must be agreed upon in writing by both parties. Prices are based on market conditions existing on the date of this Estimate and Solutionz, Inc. may revise this Estimate as conditions change prior to final acceptance.
6. LABOR: All labor hours are based on regular working hours, Monday through Friday, 8:00AM-5:00PM. Any work outside of these hours will result in additional charges unless otherwise specified in the Estimate. In addition, all labor hours are based on continuous unrestricted access to the jobsite and facility where the work is to take place. Any access restrictions, interruptions, work stoppages or rescheduling of work not directly caused by, Solutionz, Inc. will result in additional labor charges.
7. SALES TAX: Customer tax status may vary, therefore, all Solutionz, Inc. pricing is agreed to on a pre-tax basis. Taxes on Solutionz, Inc. Estimates are estimated as well. The actual amount and/or corrected amount of taxes are the customer's sole responsibility regardless of how taxes were presented in the signed Estimate. Any and all applicable taxes (e.g., Sales Tax, Use Tax, Value Added Tax) will be added to customer invoices pursuant to local laws.
8. FREIGHT, TAXES & TARIFFS: All freight is FOB Origin unless specified otherwise. Some items may drop ship directly to jobsite from the manufacturer. Unless specifically identified in a line item of this Estimate, import tariffs or other international shipping and freight charges are the customer's responsibility and are not included in this Estimate.
9. DEFAULT: Finance charges of 1.5% per month will apply after 15 days in default. Solutionz, Inc. may, at its discretion, turn past due accounts over to collections by an outside company. Customer agrees to pay all costs incurred including, but not limited to, collection fees of 25% of the past due amounts, court costs, and reasonable attorney fees.
10. PAYMENT PROCESSING FEES: Pricing herein was developed on a cash basis, therefore, alternative payment methods (such as credit cards, bank cards, or other procurement programs that may reduce the net amount received by Solutionz, Inc. other than cash/check/ACH/wire will be assessed processing fees of 3% added to amount due. Not negotiable.
11. STORED GOODS: Customer will be invoiced for all equipment that is stored in a Solutionz, Inc. warehouse on behalf of customer. Storage fees of \$500/mo. will apply for each pallet of customer equipment stored beyond 45 days.
12. 90-DAY WARRANTY: 90-day warranty on workmanship includes all cabling, connections, and system installation from date of beneficial use. 90-day warranty on equipment includes all installed system equipment from date of first beneficial use. Manufacturers' warranties which extend beyond the 90 days will be honored on a carry-in basis. Any owner furnished equipment (OFE) is assumed to be in good working order. Owner furnished equipment is not covered under any Solutionz, Inc. warranty.
13. SOLUTIONZ INTEGRATED SUPPORT (SS-IS): We recommend Solutionz Integrated Support for all customers with High Availability or High Value systems. For complete details on service levels, term explanations, and exclusions, please refer to the full [Service Level Agreement](#).

Project Responsibilities and Exceptions

In Solutionz Scope	Out of Scope	Task
		PROJECT DOCUMENTATION
X		System One-Line Drawings and Rack Elevations
X		Floor Plan, RCP and Elevations Drawings
X		Equipment Data Sheets
X		Equipment Owner/Operator Manuals
	X	Device IP and Frequency Schedules
		INSTALLATION TASKS
X		Off-Site Rack Fabrication and Pre-Staging
X		Provide Low Voltage Wire, Cable & Connections
X		On-Site Installation of AV Equipment
X		System Setup, Testing and Commissioning
X		Control System Programming
X		Customer Training
		OWNER FURNISHED EQUIPMENT
X		De-Installation of Existing Equipment
	X	E-Waste Recycling of Existing Equipment
	X	Verification and/or Documentation of Owner-Furnished Equipment
	X	Storage of Owner Furnished Equipment
	X	Client Specific Inventory Tagging
	X	Provisioning of Computer/Codecs/VoIP Systems
		NETWORKING
	X	Data Cabling to Owner's Network
	X	Owner's Network Configuration
		OTHER TRADES
	X	Coordination with Other Trades ("Work by Others")
	X	General Construction & Millwork
	X	Drywall, Ceiling Grid & Finish Work
	X	In-ceiling Structural Support for Projectors
	X	In-wall Structural Support for Displays
	X	Vibration Isolation
	X	110/220V Panels, Breakers, Recep, etc.
	X	Conduit, Wire tray, Raceway & Junction Boxes
	X	Fireproofing
	X	Supply Floor Boxes
	X	Install Floor Boxes
	X	Required Aerial Lifts and/or Scaffolding
		SITE ACCESS EXPECTATIONS
		Free On-Site Parking Permissions and Passes
		Truck Height Dock Access
		On-Site Trash Disposal (Dumpster Provided by Others)

Payment Schedule and Agreement

Payment Schedule

Progress Billing Based on Deliverables

NOTICE TO CUSTOMER

By signing below or incorporating this Estimate (or referencing the Estimate number) into a contract or purchase order, the Customer acknowledges receipt of and agrees to comply with all terms outlined herein, as well as Solutionz's Terms & Conditions provided within. This Estimate, including any associated drawings, specifications, and designs, is the proprietary property of Solutionz and is intended solely for the Customer to whom it is addressed. It shall not be duplicated, shared, or used for any purpose other than evaluating this proposal. This Estimate is valid for 14 days from the date of issuance.

I certify that I am authorized to sign this agreement on behalf of the company named below.

I understand that **ALL SALES ARE FINAL.**

Client Signature: _____

Signer's Name: _____

Date: _____

Solutionz, Inc. Xavier Dixon 10-Sep-25

To help us better manage your account, please provide the following information:

Accounts Payable Contact:

Name: _____

Email: _____

Phone: _____



**SERVICE PROVIDER (PREVAILING WAGE) AGREEMENT BETWEEN THE CITY
OF TURLOCK
and
RTS Solutionz Inc.
for
Audio-Visual Systems and Technology Upgrades for the Emergency Operations Center**

City Contract No. 2026-0066

THIS SERVICE PROVIDER AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and RTS Solutionz Inc., a Nevada corporation (“Service Provider”), on this 23rd 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 upgrading the audio-visual systems and technology for the Emergency Operations Center (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:

CITY CONTRACT NO. 2026-0066

1

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 one (1) year(s) and will commence on the Effective Date and terminate on the 23rd day of September, 2026 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [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 One Hundred Seventy-Six Thousand Three Hundred Five and 42/100ths Dollars (\$176,305.42) ("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.

13.1 Compliance with Federal Requirements. Professional agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;
- Equal Employment Opportunity (41 CFR Part 60);
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

Professional certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

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, freight embargoes, 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 value of the Services rendered by Service Provider pursuant to this Agreement prior to termination of this Agreement. Value of such equipment / services shall be as defined in Exhibit A – Compensation Schedule, which shall include a copy of Service Provider’s original proposal. City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services. Additionally, in the event of a termination for convenience, Service Provider shall use its best efforts to cancel all equipment orders and return materials received but not yet incorporated into the work to manufacturer; however, in the event that these materials are not subject to cancellation or return, City agrees to take delivery of and pay for same, and to pay all reasonable costs of demobilization, including return freight and manufacturer-imposed restocking fees, if any.

(c) In the event of a dispute as to the 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 maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office (ISO) 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 for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

24.2 Workers' Compensation Insurance and Employer's Liability. Service Provider 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 or disease. Service Provider shall submit to City, along with the Certificate of Insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

24.3 Professional Liability. Service Provider shall maintain 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 Insurance. Service Provider shall maintain 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 each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall

provide and be endorsed that the City, its officials, agents, employees, and volunteers are included or named as additional insureds. If Service Provider owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

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. If carrier will not provide the required notice of cancellation, the Service Provider shall provide written notice to the City no longer than ten (10) business days before cancellation. ; (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) name City of Turlock as a certificate holder; (d) 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; (e) 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; (f) contain standard separation of insured provisions; and (g) 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. Applicable sales taxes shall be shown as a line item on all invoices; Service Provider shall collect and remit to the State as required by law.

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: Nick Showalter
156 S. Broadway, Suite
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: **RTS Solutionz Inc., dba Solutionz
Attn: Contract Administration
16751 Knott Avenue
La Mirada, CA 90638**

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

Nick Showalter
Information Technology Director
156 S. Broadway, Suite
Turlock, California 95380
Telephone: (209) 669-2840
E-mail: nshowalter@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**

**RTS Solutionz Inc., a
Nevada corporation,**

By: _____
Susan E. Borrego, Interim City Manager

By: _____

Print Name: _____

Title: _____

Date: _____

Date _____

APPROVED AS TO SUFFICIENCY:

By: _____
Nicklaus Showalter, Information Technology
Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

City Council Staff Report

September 23, 2025



From: Jessie Dhami, Human Relations Director
Prepared by: Darlene Ingersoll, Principal HR Analyst
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2020-047 and Adopting the Amended Personnel System Rules and Regulations (Dhami)

2. NARRATIVE:

The Personnel System Rules and Regulations are periodically reviewed to ensure compliance with applicable laws, reflect best practices and meet the evolving operational needs of the City.

The City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989 as directed under the provisions of Section 2-4-501 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system. Since its original adoption, amendments have been made to the Personnel System Rules and Regulations with the last update having occurred on April 14, 2020.

The proposed amended Personnel System Rules and Regulations changes were completed through a detailed staff and legal review as well as the meet and confer process with all labor groups. All labor groups don't have objections to these changes.

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. Draft Resolution
2. Amended Personnel System Rules and Regulations

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2020-047 AND ADOPTING }
THE AMENDED PERSONNEL SYSTEM RULES }
AND REGULATIONS }**

RESOLUTION NO. 2025-

WHEREAS, the Personnel System Rules and Regulations are periodically reviewed to ensure compliance with applicable laws, reflect best practices and meet the evolving operational needs of the City; and

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989 as directed under the provisions of Section 2-4-501 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system. Since its original adoption, amendments have been made to the Personnel System Rules and Regulations with the last update having occurred on April 14, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2020-047 and adopts the Amended Personnel System Rules and Regulations.

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



PERSONNEL SYSTEM RULES AND REGULATIONS

REVISED AND ADOPTED
BY CITY COUNCIL

RESOLUTION NO. _____

PERSONNEL SYSTEM RULES AND REGULATION

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Chapter 1: General Terms

1.1 GENERAL

Unless provided otherwise, these rules and policies apply to all City employees. To the extent an employee is covered by the terms of a collective bargaining agreement/Mm̄emorandum of Ūnderstanding or an employment agreement which is inconsistent with these rules, the collective bargaining agreement/Mm̄emorandum of Ūnderstanding or employment agreement will govern.

1.2 PURPOSE

These rules Personnel System Rules and Regulations ("Rules") are applicable to the competitive service City employment and shall be interpreted uniformly in order to:

- a. Obtain and retain the best qualified personnel available ~~for competitive and exempt service~~;
- b. Assure that appointments and promotions shall be made according to merit and fitness to be ascertained, so far as practicable by competitive examination; and
- c. Assure, through appeal provisions, that disciplinary actions or separations from the City service be fair to employees ~~of the competitive service~~ and consistent with the best interest of the City.

1.3 ADMINISTRATION

Unless otherwise set forth herein, the City Manager shall be responsible for the administration of these Rules.

1.4 DISCLAIMER

These Rules do not represent a contract, nor should they be relied upon as binding promises made by the City. The City reserves the right to change, add to, or rescind any of the rules or policies after fulfilling any legally required meet and confer obligation with any City-recognized employee organizations, as well as the right to determine the intent~~meaning~~, purpose, and effect of these Rules.

1.5 SEVERABILITY

If any section, subsection, sentence, clause, or phrase of these Rules is for any reason held illegal, invalid, or unconstitutional by decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

1.6 EMPLOYMENT CONSTITUTES ACCEPTANCE OF THESE RULES

In accepting employment with the City, each employee agrees to be governed by and to comply with the policies, rules, regulations, and directives of the City as well as the department in which the employee is employed, including these Rules. Each employee will receive a copy of these Rules and are expected to read and be familiar with its contents and provisions and shall sign the "Acknowledgement of Receipt" form acknowledging

acceptance.

All employees holding a position with the City on the effective date of these Rules shall thereafter be subject in all respect to the provisions herein except where excluded from coverage.

Chapter 2: Definition of Terms

2.1 DEFINITIONS

The following terms whenever used in these rules, shall be construed as follows:

“ADVANCEMENT” means a salary increase of one or more steps within the ~~limits of the~~ salary range established for a class.

“ALLOCATION” means the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

“APPOINTING AUTHORITY” means the ~~City Manager is designated~~ authority granted by the City Council to the City Manager to make appointments to any position in City service except City Attorney.

“AT WILL EMPLOYEE” is an employee who has been so designated in these Rules, an employment agreement, or in an applicable collective bargaining agreement/Mæmorumandum of Uunderstanding. All probationary, emergency, and temporary or intermittent employees serve in an at will status. An at will employee is appointed and serves at the pleasure of the City Manager. All at will employees may be dismissed or subject to discipline with or without notice or cause. At will employees are not eligible for the disciplinary appeals procedures provided in these Rules.

“CERTIFICATION” means the referral of eligible candidates for appointment consideration from an appropriate eligible list to a Department Director who has a vacancy which has been approved by the City Manager to fill.

~~“CLASSIFICATION” OR “CLASS” “Classification” or “Class” means the organized designation of all positions in the City service such that positions having substantially similar duties and responsibilities are assigned the same descriptive title, and the same requirements as to education, experience, knowledge and ability demanded of incumbents, and so that the same schedule of compensation may be made to apply with equity means all positions sufficiently similar in duties, authority, and responsibility to permit grouping under a common title, with common standards of promotion, selection, transfer, demotion, and salary.~~

“CLASSIFICATION DESCRIPTION OR CLASS SPECIFICATION” means the written job description of ~~the characteristics of a class~~ a class or classification, prepared and maintained in the ~~Personnel Department~~ Human Relations Department, setting forth the ~~definition~~, typical tasks, minimum qualifications and other relevant standards and information.

“CITY” shall mean the City of Turlock, California.

“COMPENSATION” means the salary, wage, allowance, and all other forms of valuable consideration, earned by or paid to an employee by reason of service in any position.

“COMPETITIVE SERVICE” means all positions and employees which are not specifically exempted by the Personnel Ordinance in Title 2 Article 5, Section 2-4-506, of the Turlock Municipal Code.

“CONFIDENTIAL EMPLOYEE” means an employee who, in the course of the employee’s

duties is (1) privy to decisions of the City Council or management affecting employer-employee relations; (2) has access to or possesses information relating to the City's employer-employee relations; or (3) who has access to confidential employee and financial records and/or other confidential information not generally available to the public. These positions shall be so designated in the City's Classification Specification.

"CONTINUOUS SERVICE" means ~~service~~ (employment with the City) without a break or interruption. In computing continuous service, approved leaves of absence shall not be considered as a break in service. Other absences in excess of 90 days in any twelve-month period shall be considered as a break in continuous service for the purpose of computing total years of service.

"DATE OF APPOINTMENT" means the first day of appointment to the competitive service or employment with the City.

"DATE OF SEPARATION OR TERMINATION" means the last day of officially recorded employment with the City.

"DEPARTMENT DIRECTOR" means an individual appointed by the City Manager to direct the operation of an established department. Department Directors are at will employees under the direction of the City Manager. Employees hired as Department Directors prior to XXX (insert date of amended Personnel Rules and Regulations) are not at will. A Department Director is an at will, exempt employee

"DEMOTION" means ~~change in status from a position in one class to a position in another class having a lower salary range or to a lower salary step in the same salary range.~~ means the movement of an employee from one class to another class having a lower maximum rate of pay. A demotion may be disciplinary or undertaken for non-disciplinary reasons.

"DESIGNEE" means an employee designated to undertake actions or activities at the request and on behalf of a superior.

"DISCIPLINARY ACTION" means action taken by a supervisor resulting in the dismissal, demotion, reduction in pay, suspension, or reprimand, either oral or written, of an employee as a consequence of improper conduct.

"DISMISSAL" means a disciplinary action involving the separation of an employee from City employment. Separation of an employee from City employment for non-disciplinary reasons, such as layoff or reorganization, shall not constitute dismissal.

"ELIGIBLE LIST" means an officially established list of candidates who have been examined and determined to be qualified to be appointed to a particular classification.

"ELIGIBLE" means a person whose name is on an eligible list ~~by receiving~~ because the person received a passing score in an examination process.

"EMERGENCY APPOINTMENT" means an appointment of temporary duration made solely to avert or assist during a civil disaster, or an imminent danger to persons or property.

"EMPLOYEE" means a person employed by the City and occupying an approved

classification. Employees are considered to be either regular or non-regular.

“EMPLOYEE REPRESENTATIVE” means a person or persons designated and authorized by an Exclusively Recognized Employee Organization to represent the membership of that organization.

“EVALUATION DATE” means the date on which an employee performance appraisal, i.e., evaluation, is due.

“EXAMINATION” means ~~means~~ the process of measuring and evaluating the relative ability and fitness of applicants by job-related testing procedures consisting of one or more of the following methods: written test, oral examination, performance test, physical agility/fitness for duty tests, personal interview, and background evaluation.

“EXCLUSIVELY RECOGNIZED EMPLOYEE ORGANIZATION” means an employee organization, which has been formally acknowledged by the City as the sole employee organization representing the classifications and employees in an appropriate unit. An Exclusively Recognized Employee Organization has the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees.

“EXEMPT EMPLOYEE” means an employee who is exempt from the minimum wage and overtime requirements of the Federal Fair Labor Standard Act (“FLSA”). To be considered “exempt”, an employee must work in a bona fide executive, administrative, or professional capacity and be paid on a salary basis as required by the FLSA. These positions shall be so designated in the classification plan.

~~“EXEMPT SERVICE” means a position (generally management level) in City Service that serves at the pleasure of the appointment authority, either the City Manager or the City Council.~~

~~“EXTRA HELP” means employment in the exempt service which is generally for a short period of time to assist in high work load periods or to substitute in a regular employee's absence. Part-time and seasonal employees fall into this category.~~

“GRIEVANCE” means an alleged violation of a City rule, policy, or procedure.

“IMPASSE” means a deadlock in discussions between an exclusively recognized employee organization and the City Manager (or designee) over any matter concerning which they are required to meet and confer in good faith.

~~“LAY OFF” means termination from employment because of lack of funds or material change in the duty or organization of a department, or the City as a whole, in the provision of services. the separation of employees from the active work force due to the lack of work or funds or the abolition of positions by the City for such reasons or due to organizational changes or business needs.~~

“LEAVE OF ABSENCE” means written permission to be absent from duty for a specified period of time. The employee with this permission has the right to return to the same classification at the expiration of such period.

“LIMITED TERM OR TEMPORARY EMPLOYEE” means an employee who has been

appointed to a position that has been established for a limited term, funded for a limited term, or funded by a program which governs the eligibility of the employee to hold the position as a participant in the program.

“OPEN EXAMINATION” means an examination for a particular classification, open to all qualified applicants.

“MEDIATION” means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours, and other terms and conditions of employment between representatives of the City and a recognized employee organization.

“MEET AND CONFER IN GOOD FAITH” means the mutual obligation of the City and an exclusively recognized employee organization to meet and confer promptly upon request by either party and to continue meeting for a reasonable period of time in order to freely exchange information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation.

“MEMORANDUM OF UNDERSTANDING” means a written agreement between the City and a recognized employee organization as a result of meeting and conferring in good faith under the Meyers-Milias-Brown Act. Memoranda of Understanding are not considered binding on the City until ratified by the City Council.

“MUNICIPAL SERVICE” means the group of employees that are appointed to serve in full-time, allocated positions for the City of Turlock.

“PERFORMANCE EVALUATION” means a written evaluation of an employee's performance of their assigned duties which is conducted on at least an annual basis and placed in the employee's file.

“PERSONNEL OFFICER” means the City Manager or designee, such as the Human Relations Director.

“PERSONNEL ORDINANCE” means Article 5, Chapter 4, Title 2 of the Turlock Municipal Code which ~~creates~~ governs the personnel system for the eCity.

~~“POSITION” means any office or employment in the municipal service, whether occupied or vacant which is allocated by the City Council~~ means a group of duties and responsibilities in the competitive service requiring the full-time or part-time employment of one person.

~~“PROBATIONARY PERIOD” means a working test period for a minimum of 12 months, during which an employee is required to demonstrate his fitness for the position by actual performance of the duties and may be released from employment without the right of a hearing.~~ means a period during which an employee is required to demonstrate fitness for the classification to which the employee is appointed. Probationary period may mean either the initial period of employment during which an employee serves at will and may be dismissed without cause; or, that period of employment upon promotion, during which an employee's performance during the first year of employment in a new position is being assessed. Unless specified otherwise, the probationary period is twelve (12) months from the employee's hire date, or twelve (12) months from the date of appointment to a different position. Probation may be extended in circumstances where an employee's absence for any reason has been of sufficient duration to impact

assessment of the employee's fitness for the classification, or upon approval by the department head.

"PROMOTION" means the movement of an employee from one position to another having a higher maximum rate of pay.

"PROMOTIONAL EXAMINATION" means an examination for a particular classification in which the admission to the examination is limited to qualified employees in the municipal service.

"PROMOTIONAL LIST" means an eligible list resulting from a promotional examination.

"RECLASSIFICATION" means a change in the classification placement of an employee by moving the employee to another classification on the basis of substantial changes in the kind, difficulty, or responsibility of duties performed in the employed position, or to correct an improper classification.

"REGULAR EMPLOYEE" means an employee in a full-time position in the competitive service who has successfully completed their probationary period.

"REGULAR RATE OF PAY" includes base pay plus incentives and specialty pays, and is the rate used to calculate overtime, as defined within the provisions of the Fair Labor Standards Act.

"REINSTATEMENT" means the re-employment, without examination, of a former regular employee within one (1) year from the date of resignation from the municipal service. Reinstatement must have the recommendation of the affected Department Director and approval by the City Manager.

"SALARY RANGE" means a range of pay which has five steps or increments of pay that are separated by five percent differentials.

"SCOPE OF REPRESENTATION" means all matters relating to employment conditions and employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment, except, however, the scope of representation shall not include consideration of the merits, necessity, or organization of any services or activity allowed by law or executive order, or those matters reserved as management rights.

"SENIORITY" is the date of hire into a specific classification. Seniority shall be determined by the amount of time an employee has been employed by the City in a given classification less any breaks in continuous service. Certain types of leave, such as Family and Medical Leave, are not considered a break in service for purposes of seniority. If two (2) or more employees have the same length of service in the same classification, seniority shall be determined by overall employment within the City.

"SPECIAL PAY" means any premium pay relating to terms and conditions of employment which includes, but is not limited to, shift differential, overtime, standby, educational incentive pay, longevity pay, out-of-class pay, etc.

"STEP INCREASE" means a salary increase within the step increments of the salary range established for a classification. For example, an increase from Step A to Step B in a salary

range is a step increase.

“SUPERVISORY EMPLOYEE” means an employee with the responsibility for assigning and directing the work of other employees and handling grievances, or effectively recommending such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. A supervisory employee may have the responsibility to recommend hiring, rewarding, or disciplining employees under his/her charge. A supervisory employee is distinguished from a management employee, in that the latter has substantial responsibility for formulating and managing City policies.

“SUSPENSION” means the temporary ~~separation~~ removal from service of an employee with or without pay, for disciplinary ~~purposes~~ reasons.

“TRANSFER” means the change of an employee from one position to another position in the same class ~~or another class having essentially the same maximum salary limits, involving the performance of similar duties and requiring substantially the same basic qualifications.~~ or in a comparable class.

“WEEK” is defined as seven (7) consecutive days commencing at 12:01 a.m. Sunday and ending at midnight the following Saturday.

“WORKDAY/WORKWEEK” is defined as eight (8) hours of work performed, not including any unpaid no-work time, within a day. A standard “workweek” is defined as forty (40) hours of work performed, not including any unpaid non-work time, within a week. The definitions of standard workday and standard workweek, however, are not to be construed as a guarantee of any specific number of hours to be worked in any day or days to be worked in any week. Further, Public Safety employees have a workweek defined under the Fair Labor Standards Act.

“Y-RATE” means the temporary freezing of an employee’s salary whose salary has been determined to exceed the appropriate level of compensation for the level of duties performed.

Chapter 3: Equal Employment Practices

3.1 COMMITMENT TO DIVERSITY

The City is committed to fostering a diverse workforce, and maintaining a workplace that is equitable and inclusive for all employees. The City recognizes that our employees, comprise a wide range of backgrounds, characteristics and experiences that contribute ultimately to the knowledge and expertise that is a valuable asset to the City.

The City is committed and determined to provide opportunity and advancement for all employees, regardless of their background or particular characteristics, and to ensuring that all individuals involved in City operations are treated with respect and dignity. Accordingly, the City expects that employees will treat their coworkers, supervisors and managers with the same dignity and respect. As such, pursuant to City policy, disrespect, inappropriate behavior or conduct toward others will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

If you feel you have been mistreated, harassed, or discriminated or retaliated against in violation of City policy, you should notify one of the people in the complaint procedure below as soon as possible so that the City can take appropriate action.

3.2. DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY AND COMPLAINT PROCEDURE

3.2.1 Non-Discrimination/Equal Employment Opportunities

The City's policy is to make all employment decisions without regard to an individual's actual or perceived: race, religious creed (including religious dress and grooming practices), color, sex/gender (including pregnancy, childbirth, breastfeeding, etc.), sex stereotype, gender identity/gender expression/transgender, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, genetic information/characteristics, marital status, registered domestic partner status, age (40 or over), military or veteran status, or any other basis protected by federal, state or local law or ordinance or regulation.

The City is an equal opportunity employer, and strictly prohibits discrimination, harassment, disrespectful/unprofessional conduct on any protected basis by any employee, including managers, supervisors and co-workers. The City also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy pertains to all aspects of employment terms and conditions for applicants, employees and unpaid interns including, but not limited to, recruitment, hiring, training, promotion, termination, compensation and benefits.

The City's policies also prohibit discrimination against an applicant or employee based on political opinions or affiliations, or activity related forming, joining, and participating in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

You have a right to redress for prohibited discrimination. If you believe you are being discriminated against on any basis protected by state, federal, or local law or ordinance, you should use the procedure outlined below to file a complaint and have it investigated.

3.2.2 Disability Accommodation

In compliance with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the City will make reasonable accommodations for the known physical or mental disabilities of otherwise qualified applicants, employees, or unpaid interns to the extent required by law, unless undue hardship, financial or otherwise, or a direct threat to health and safety would result-.

Any applicant, employee or unpaid intern who requires an accommodation to perform the essential functions of his/her job or related to equal employment opportunities should contact the Human Relations Director and request an accommodation. Human Relations will communicate with the individual and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the individual, such as when the City receives notice from another source that a medical impairment may be impacting an employee's ability to perform the essential job functions. The City will work with the individual to identify potential reasonable accommodations that may be available. The City will consider the preference of the individual but retains discretion in the selection of a reasonable accommodation consistent with business needs. Individuals requesting accommodation must fully cooperate in the process and provide accurate and current medical information if needed in a timely fashion. Failure to do so may result in waiver of the right to an accommodation. All medical information will be kept confidential and disseminated only in accordance with applicable law.

3.2.3 Religious Accommodation

The City will provide reasonable accommodation for religious beliefs, observances, and practices of employees, unpaid interns and applicants when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the City.

Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and his or her request for accommodation to the attention of Human Relations to initiate the accommodation process. Accommodation requests should be made in writing.

The City will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with the policies on accommodation.

3.2.4. Prohibited Harassment Prevention

The City maintains and enforces a strict policy protecting applicants, employees, unpaid interns, volunteers and independent contractors against harassment because of the

individuals actual or perceived: race, religious creed (including religious dress and grooming practices), color, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned), sexual orientation, national origin (including language use restrictions and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized, ancestry, physical disability, mental disability, medical condition, genetic information/characteristics, marital status, registered domestic partner status, age (40 or over), military or veteran status, or any other basis protected by federal, state or local law or ordinance or regulation.

The City also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. The City's policy prohibiting harassment applies to all persons involved in the operation of the City. The City prohibits harassment, disrespectful or unprofessional conduct by any employee of the City, including supervisors, managers and co-workers. The City's anti-harassment policy also applies to other persons involved in City operations, including elected officials, vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons within the work environment.

Prohibited harassment may have occurred even if you have not lost a job or some other economic benefit. However, only harassment that unreasonably interferes with your work performance or creates an intimidating, hostile or offensive work environment is unlawful. Prohibited harassment will not be tolerated, whether or not it rises to the level of unlawful conduct. Conduct that is prohibited under this policy includes, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.
- Visual conduct such as derogatory posters, photography, cartoons, drawings, emails, internet sites or gestures.
- Physical conduct such as unwanted touching, blocking normal movement, or interfering with work directed at you because of your sex or any other prohibited basis.
- Threats and demands to submit to sexual requests as a condition of employment or to avoid some other loss, and offers employment benefits in return for sexual favors. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by City policy.
- Other threats and demands based upon any other prohibited basis.
- Retaliation for opposing, reporting or threatening to report prohibited harassment, or for participating in an investigation, proceeding or hearing conducted by the City, Fair Employment and Housing Commission, the Equal Employment Opportunity Commission or similar agency.

You have a right to redress for prohibited harassment. If you believe you are being harassed on the job on any basis protected by state federal or local law or ordinance, you should use the procedure outlined below to file a complaint and have it investigated. Employees are required to report conduct prohibited by this policy whether or not they are personally involved.

3.2.5. Non-Retaliation

The City of Turlock is committed to providing a workplace conducive to open discussion of the City's business practices. The purpose of the policy is to reassure City employees that they can raise workplace concerns regarding alleged violations of City policy or local, State or Federal Law without retaliation. Our commitment to integrity includes a responsibility to foster an environment that allows individuals to report violations without the fear of retaliation or retribution. No one should be discouraged from using any available channel within the organization.

This policy prohibits City officials, officers, employees, or contractors from retaliating against applicants, officers, officials, employees, or contractors because of any of the protected activity as defined below.

City employees are expected and encouraged to promptly raise questions and concerns regarding possible violations of City policy or local, State or Federal law with his/her immediate supervisor, Human Relations or the City Attorney's office. Promptly raising questions and concerns allows the opportunity for such concerns to be addressed quickly and can help prevent problems from occurring or escalating.

Complaints and concerns are accepted in person, by telephone, email and regular mail, and can be anonymous. A complaint form and copy of this policy can be obtained at the Human Relations office or on the City's intranet under Human Relations. Employees are also free to file a complaint with the appropriate outside agency.

Thise prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably and in good faith believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding.

It is the policy of the City to prohibit the taking of any adverse employment action (e.g. demotion, termination, altering work schedules or locations threats or intimidation) against those who in good faith report or participate in investigations into complaints of alleged violations of City policy or local, State or Federal law in retaliation for that reporting or participation. Protected activity includes but is not necessarily limited to:

1. Making or filing an internal complaint with the City regarding alleged violations of City policy, local, State or Federal law.
2. Providing informal notice to the City regarding alleged violations of City policy, local, State or Federal law.
3. Participating in investigations and/or in court/administrative hearings regarding alleged violations of City policy, local, State or Federal law.
4. Filing a complaint with a Federal or State enforcement or administrative agency

No employee of the City shall directly or indirectly use or attempt to use the authority or influence of such employee for the purpose of intimidating, threatening, coercing, directing or influencing any person with the intent of interfering with that person's duty to disclose alleged violations of City policy or local, State or Federal law.

Disciplinary action, up to and including termination, will be taken against an employee who is found to have violated this Non-Retaliation Policy, and any contractor who violates this policy will be subject to appropriate sanctions. However, employees who file reports or provide evidence which they know to be false or without a reasonable belief in the truth and accuracy of such information will not be protected by this Policy and may be subject to disciplinary action, including termination.

Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated. If you believe you have been subjected to retaliation, please follow the complaint procedure outlined below.

3.3 COMPLAINT PROCEDURE – DISCRIMINATION, HARASSMENT & RETALIATION

3.3.1 Responsibilities

1. Except as set forth below, the City Manager is responsible for enforcement of the City Policy Against Harassment and Discrimination.
2. The Human Relations Director is responsible for ensuring that all complaints of harassment are investigated thoroughly and promptly, including presentation of recommendations for any necessary action to the City Manager, Department Director, or Department Manager.
3. Every Department Director is responsible for informing all employees of the City Policy Against Harassment, Discrimination and Retaliation and for taking the steps necessary to set a positive example in the prevention of harassment.
4. Every Supervisor is responsible for taking immediate and appropriate corrective action upon the observation of any incident of harassment or upon receipt of an oral or written report of any occurrence of harassment.
5. All Supervisors, Managers, Department heads and Directors are required to report complaints or incidents of harassment, discrimination or retaliation to the Human Relations Director or his/her designee.
6. Every City Employee is responsible for reporting any act of harassment to the immediate Supervisor, Department Manager, Department Director, Human Relations Director or the City Manager.

3.3.2 Procedure

The City encourages employees to report all incidents believed to be prohibited discrimination, harassment or retaliation as soon as possible after the incident. You should provide a complaint, preferably in writing, to your immediate supervisor, or a manager, department head or director with whom you feel comfortable. You may also bring your complaint to the Human Relations Director. Complaint forms are available for in the Human Relations Department or online. Your complaint should include the details of the incident or incidents, the names of the individuals involved and the names of any witnesses. Supervisors must refer all complaints to the Human Relations Director or the City Manager.

Supervisors and managers must refer all complaints under this policy to the Human

Relations Director or the City Manager. Supervisors and managers are also required to report any behavior they observe which may be a violation of this policy. The City will undertake a thorough and objective investigation of the discrimination, harassment and/or retaliation allegations in a timely manner, as soon as is practicable under the circumstances. The investigation will be conducted by the Human Relations Director or other designated qualified City personnel, or a qualified designated outside investigator. The investigation will be documented and tracked for reasonable progress and closed in a timely fashion. The City will make reasonable conclusions regarding the allegations based on the evidence collected. Upon completion of the investigation, the Cityompany will communicate its conclusion as soon as practical. If the Cityompany determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Employees should be aware that they can be held personally liable for the misconduct that constitutes unlawful harassment. Appropriate action will also be taken to deter any such conduct in the future.

The City expects all employees to fully cooperate with any investigation conducted by the City into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Cityompany policies. The City will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law. However, the City cannot promise complete confidentiality. The City's obligation to investigate may require disclosure of certain information to individuals with a need to know.

The federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or www.cacivilrights.ca.gov/.

Chapter 4: Personnel Practices

4.1 CLASSIFICATION

4.1.1 Preparation of Plan

~~The City Manager shall prepare a plan of classification of all positions in the municipal service according to similarity of authority, responsibility and duties, and according to similarity of required training, skills and experience.~~ The Human Relations Director shall maintain a classification plan of all City employment positions according to similarity of authority, responsibility and duties, and according to similarity of required training, skills and experience, and shall submit that classification plan to the City Manager for approval.

Class specifications shall include:

- a. Classification title and brief description.
- b. A summary of typical duties and responsibilities assigned to the classification.
- c. A statement of the training, experience, and other qualifications required of the class.

4.1.2 Adoption of Plan

The classification plan shall be approved in whole or in part, or may be modified by resolution of the City Council. The classification plan may be amended, and the City Council may create new classes, or abolish existing classes in the same manner.

4.1.3 Allocation of Positions

Following the adoption of the classification plan, the City Manager shall allocate every position in the competitive service as well as those positions that are exempt from competitive service to one of the classes established by the plan. ~~Following the adoption of the classification plan, the City Manager shall allocate every position in the competitive and exempt service to one of the classes established by the plan.~~

4.1.4 Reclassification

Any employee who believes that the duties of their position have substantially changed may notify their Department Manager and request a review of the job duties and responsibilities. ~~The Division Manager~~ The Department Director shall consult with the Human Relations Director ~~Human Resources Director~~ and request that ~~Human Resources~~ Human Relations conduct a job audit if deemed appropriate.

The employee shall be notified in writing of the final determination within ninety (90) days of the request. If it is found that the duties of the employee's position have substantially changed, the duties may be reassigned or the position shall be allocated by the City Manager to a more appropriate classification, whether new or already created.

Department heads or managers may recommend to the City Manager that an employee's position be reclassified if job duties and responsibilities have substantially changed. The City Manager may order the reclassification of the employee or position.

4.2 COMPENSATION

4.2.1 Preparation of Compensation Plan

The ~~Human Resources Manager~~Human Relations Director shall maintain a compensation plan covering all classes of positions with designated rates of pay, and shall submit that plan to the City Manager. ~~The City Manager shall prepare a compensation plan covering all classes of positions in the municipal service with designated rates of pay.~~

In arriving at such salary ranges, consideration shall be given to prevailing rates of pay for comparable work in other public and private employment, including consideration of local conditions of work as well as basic pay; to current cost of living; to suggestions of Department Directors; and ~~to the City's financial condition and policies, and such other sources of information as are deemed necessary~~ to the City's business needs, financial condition and policies, and such other sources of information deemed necessary. The City Manager shall thereafter make such further studies of the compensation plan as may be requested by the City Council, or as considered desirable.

4.2.2 Adoption of Compensation Plan

The City Manager shall submit the proposed ~~pay plan~~ Compensation Plan to the City Council. The Council shall adopt or amend and adopt the proposed plan in the same manner as the adoption of the classification plan. Thereafter, no position shall be assigned a salary higher than the maximum or lower than the minimum salary provided for that class of position, unless the salary schedule for the class is amended in the same manner as herein provided for its adoption.

4.2.3 Characteristics of ~~the~~ Compensation Plan

1. Each salary range consists of a minimum step, a maximum step and three intervening steps.
2. The increase from one step to the next step in each range is five (5) percent.
3. Each range starts at the second step of the range below it and goes one step higher than the range below it. This does not pertain to sub-ranges.
4. In general, newly appointed employees shall generally be classified at the first step of the salary range for the particular classification to which the appointment is made. The City Manager has the discretion to approve the appointment of a new employee at a step higher than the first step in the range, upon the recommendation of the Department Head or ~~Human Resources Manager~~Human Relations Director.

At no time should a permanent supervisory employee be compensated at a rate that is not at least five percent (5%) higher than that of his or her highest paid subordinate.

4.2.4 Administration of ~~the~~ Compensation Plan

Salary increases within the established salary range shall not be automatic, but shall depend upon an overall satisfactory performance rating as reflected in a performance evaluation signed by the Department Director and approved by the City Manager, as well as the City's business needs and financial condition.

The first step is the minimum rate and should normally be the hiring rate for the class. The City Manager may hire above this step in case of an unusually well-qualified person or in a tight labor market, or when such action, in ~~his~~ the City Manager's opinion, clearly appears to be in the best interest of the City.

Employees will not normally be eligible for consideration of an increase to the second step until they have given fully satisfactory performance for a period of twelve (12) continuous months at the first step and passed their probationary period. Salary advancement to the third, fourth, and fifth step will be based on an overall performance evaluation rating of satisfactory or above in conjunction with normal salary review date.

4.2.5 Salary Review Date

An employee's salary review date shall be the date an employee completes 12 months of continuous, full-time service at a salary step, or sooner based on the discretion of the City Manager. The City Manager shall have discretion to approve upward salary movement greater than one (1) step when doing so is in the best interests of the City.

An employee's salary review date shall be changed under the following conditions:

- a. Transfer. The salary review date of an employee transferred to a position of similar duties, responsibilities, and salary range shall be altered ~~unless~~ if the employee is required to serve a new probationary period.
- b. Promotion. The salary review date of an employee promoted to a position which involves either an increase in responsibilities or duties and an increase in salary range shall be altered to coincide with the effective date of the promotion.
- c. Reclassification. The salary review date for an employee reclassified to a position requiring performance of duties at a higher level of responsibility and pay will be changed to one (1) year from the effective date of the reclassification if the reclassification results in more than a five (5) percent raise. If the reclassification results in a five (5) percent increase or less, the employee's salary review date will remain the same.
- d. Demotion. The salary review date of an employee demoted to a position which involves either a reduction in responsibilities or a change in duties and a reduction in salary range shall be altered to coincide with the effective date of such demotion.
- e. Y-Rate. When the salary of an incumbent exceeds the top step of the salary range to which they have been demoted, their salary shall be frozen until the fifth step of the new classification equals or exceeds their present salary. At that time, they will become eligible for cost of living adjustments granted to incumbents of the classification or bargaining unit should their classification be a single position class. When the salary of the affected incumbent falls within the range of the lower classification, they will be placed on a salary step at least equal to their present salary and maintain their previous review date.

The Y-Rate shall be established for one (1) year from the effective date of the demotion. At the end of one (1) year, an incumbent whose salary continues to exceed the range of the new classification shall be placed on the fifth step established for the new classification.

- f. Leave of Absence. The salary review date of an employee whose service is interrupted by a leave of absence ~~without pay~~ without pay for whatever reason, for more than thirty (30) calendar days shall be adjusted by advancing the review date by the total number of such days. Provided, however, that the adjustment of the salary review date of an employee subject to military leave shall be consistent with the provisions of Section 395 of the Military and Veterans Code of the State of California.
- g. Modified Duty. The salary review date of an employee whose service has included a period of more than thirty (30) calendar days in which he or she has worked in a modified capacity shall be adjusted by advancing the review date by the total number of such days.

4.3 RECRUITMENT

4.3.1 Announcement

All recruitments for classification vacancies within the City shall be publicized by such methods as the Personnel Officer or his/her designee deems appropriate, consistent with City standards. To the extent practical, recruiting methods shall be designed, to ensure that all segments of the community are aware of the forthcoming examination(s). The Personnel Officer shall recruit for positions in the municipal service positions by such methods as considered necessary, such as by posting on public bulletin boards, and advertising in professional trade journals and other mass media.

Announcements shall briefly specify the title and pay range of the position class; the nature of the work to be performed; qualifications necessary or desirable for the performance of the work in the class; the dates, time, place and manner of taking application and examinations; and other pertinent information. The announcement will also include a disclosure about whether the position is open to internal applicants only, or whether external applicants will be considered.

4.3.2 General Standards for Employment

Applicants for employment shall meet such standards of education, experience, skills, abilities and personal and physical characteristics as are required for acceptable performance of the duties of the positions to which appointments are to be made. ~~No applicant shall be discriminated against on account of race, religion, color, creed, political beliefs, sex (including pregnancy, gender identity, gender expression, and sexual orientation or stereotype), genetic characteristics or information, physical or mental disability, medical condition, military and veteran status, marital status, national origin, age, or any other basis or characteristic protected by law.~~ No applicant shall be discriminated against on account of race, religion, color, creed, political beliefs, sex (including pregnancy, gender identity, gender expression, and sexual orientation or stereotype), genetic characteristics or information, physical or mental disability, medical condition, military and veteran status, marital status, national origin, age, or any other basis or characteristic protected by law.

4.3.3 Minimum Standards for Employment

~~All applicants shall meet the minimum standards prescribed by applicable class specifications at the time of appointment and shall pass a medical examination administered by a licensed medical doctor, selected and paid by the city, to determine physical fitness for the position to which an appointment is to be made. All applicants shall meet the minimum standards prescribed by applicable class specifications at the time of appointment. Applicants who have been made a conditional job offer may be required to pass a medical examination administered by a licensed medical doctor, selected and paid by the City, to determine physical fitness for the position to which an appointment is to be made. The City reserves the right to make provisional appointments in the absence of available eligible applicants.~~

4.3.4. Disqualified Applicants

The Personnel Officer may reject an application or subsequently refuse to certify an applicant who:

- A. Does not possess the minimum qualifications established for the position;
- B. Is physically or psychologically unfit for the satisfactory and safe performance of the duties of the position;
- C. Has been dismissed for cause from public service;
- D. Has used or attempted to use personal or political influence to further eligibility or appointment;
- E. Is engaged in and would refuse to discontinue employment, activity, or enterprise which, if continued while a City employee, would be in direct conflict of interest with City duties;
- F. Has practiced or attempted to practice any deception, fraud or omission of a material fact in the application or examination, or in securing eligibility for appointment;
- G. Has been convicted of a criminal offense ~~involving moral turpitude with a nexus to the workplace~~. The word "convicted" shall be construed to mean a conviction by a verdict, by plea of guilty or nolo contendere or upon a judgment of the court, a jury having been waived, without regard to subsequent disposition of the case by suspension of sentence, probation or otherwise. ~~The word "moral turpitude" shall be construed to mean any act of baseness, vileness, or depravity, or any act done contrary to justice, honesty, modesty, or good morals, or an act done with deception or through corrupt motives;~~
- H. Has been convicted of:
 - 1. Crimes against persons including:
 - a. Murder or aggravated assault (Penal Code Sections 187 and 245)
 - b. Rape (PCS 261)
 - c. Kidnapping (PCS 209)
 - d. Armed Robbery (PCS 211)

- e. Sex offenses as defined in Penal Section 285 (incest), 286 (sodomy), 288 (child molesting) and 647.6 (misdemeanor child molesting).
2. Crimes against property including:
 - a. Arson (Penal Code Section 451)
 - b. Burglary (PCS 459)
 - c. Receiving or selling stolen goods (PCS 484, 496)
 - d. Forgery and issuing bad checks (PCS 470, 476a)
 - e. Theft (PCS 487, 488)
 - f. Embezzlement (PCS 504 et seq.)
 - g. Crimes involving controlled substances included within the scope of Health and Safety Code Section 11350, 11351.5, 11352, 11353, 11354, 11355, 11378.5, and 11379.

Future recruitment could be affected depending upon the nature of the disqualification.

At any point in the recruitment and selection process, the ~~Human Resources Manager~~ Human Relations Director may refuse to declare an applicant an eligible candidate, or may withhold or withdraw from certification, prior to appointment by the City Manager, anyone who:

- Has failed to provide proof the candidate meets all of the requirements established in the announcement for the position for which the candidate applied,
- Has been convicted of a felony of such a nature as to have an adverse effect on the candidate's ability to perform the duties of the position,
- Has a history of dismissal from any position in public or private service for any cause which would be a cause for dismissal from City employment,
- Has practiced or attempted to practice any deception or fraud in his/her application, examination, or in securing eligibility, or is otherwise not qualified for employment.

4.3.5 Access To Criminal History Information

The City's Department of ~~Human Resources~~ Human Relations reviews conviction records as one of the final steps in the hiring process. Applicants will be fingerprinted and those fingerprints will be sent to the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). The City will review any conviction history the City receives to determine if there is a conflict with the specific position the applicant applied for. Arrest information is considered in limited circumstances. For the purpose of obtaining information concerning the foregoing, the ~~Personnel Officer~~ ~~Human Resources Manager~~ Human Relations Director is authorized to have access to State Summary Criminal History Information pursuant to Penal Code Section 11105(b) (10) and to require, as a condition of employment, the fingerprinting of new employees.

FINGERPRINTING

The ~~Personnel Officer~~ ~~Human Resources Manager~~ Human Relations Director shall establish and maintain a fingerprinting system on all new employees as a condition of employment. No person will be required to submit to fingerprinting prior to receiving a conditional job offer. Refusal on the part of the employee to be fingerprinted or failure to report for fingerprinting shall be cause for dismissal. Fingerprints will be maintained in a secure location~~place~~ within City Hall, and will not be furnished to any other employer or third party under any circumstances where such could be used to the detriment of the employee.

4.3.6 Employment of Relatives, Anti-Nepotism Policy, and Conflict ~~o~~Of Interest Living Arrangements Relating to City Employment.

~~Except as to persons already employed on the effective date of this section as it relates to their current position and relationship on January 11, 1994.~~ No person related to a full-time or part-time employee, elected or appointed City Officer, or contract employee by blood, or marriage, or quasi-married to the third degree of relationship or in a domestic living arrangement shall be appointed or transferred into a department employing such relative in a direct conflict of interest position.

For the purpose of this section, a direct conflict of interest shall mean a situation in which the employee of the relative or person with whom they have entered into such a relationship would be in a position to affect the terms and conditions of one another's employment, including making decisions about work assignments, compensation, discipline, salary advancement, promotion or performance evaluation.

This policy does not apply to the Turlock Police or Fire Department, or its employees other than the Chiefs of the respective departments, who may not employ his or her relatives or domestic partners. Other employees of those departments are subject to the specific policies of the department, not Section 4.3.6.

A. Definitions. As used in this section:

1. "Relative" means spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, or another individual related by blood, marriage, or quasi-marriage in the same household as a City employee.
2. "Domestic Living Arrangement" means a living arrangement which includes, but is not limited to, shared housing as roommates, tenants, co-tenants, or co-owners of real property, or domestic partners between opposite or the same sexes living in the same household with a City employee.
3. "Employee" means any person who is compensated for performing work and services rendered to the City of Turlock.

B. Application.

1. City-wide - Relatives or domestic partners of those listed below may not be employed anywhere in the City organization:
 - a. City Council members and other elected City officials;

- b. Standing Board and Commission members;
 - c. The City Manager and City Attorney, ~~and Department Directors of the City;~~
 - d. The ~~Human Resources Manager~~ Human Relations Director of the City.
2. Within Departments - The employment of relatives is prohibited within a Department when they:
- a. work on the same shift at the same work site - the affected Department Director will determine whether an assignment of a relative as described above can be accommodated by appointment to an alternate shift or work site based on department size and variety of functional areas of responsibility; **and**
 - b. share a supervisorial/subordinate relationship; **or**
 - c. are related, as defined hereinabove, to a confidential employee of the City.
3. Marriage, Quasi-Marriage or Roommates Within Departments - When two employees of the same Department get married, or are living in the same household in a quasi-marital arrangement, or as room-mates, and their positions place them in a conflict of interest relationship as defined above one of the following must occur:
- a. The ~~Human Resources~~ Human Relations Department will attempt to arrange a transfer to a similar position in another Department or reorganize duties within the same department so that a non-conflict position exists. Usually the employee in the most junior classification will make the transition. There can be no guarantee that a new position will be within the same classification or at the same salary level;
 - b. Notwithstanding the foregoing, newly married, quasi-married or roommate employees may continue to work in the same Department when so requested by the Department Director and the request is approved by the City Manager or his designee. However, the following conditions will apply. They may not (i) report to the same supervisor, (ii) be supervised by their spouse, quasi-spouse, domestic partner or roommate, or (iii) work the same shift at the same work site as their spouse, quasi-spouse, domestic partner or roommate;
 - c. One of the spouses, quasi-spouses, domestic partner or roommate must be separated from City employment if a transfer is not available or approval for retention is not authorized. If one of the spouses, quasi-spouses, domestic partners, or roommates does not voluntarily resign, the one who is most junior as it relates to total years of service with the City of Turlock will be discharged."

C. City Manager Authority.

The City Manager has the authority and discretion to waive any portion of Section 4.3.6 on an individual and case-by-case basis when they determine that doing so is in the best interests of the City, and provided that any such waiver does not results in a conflict of interest under the law.

4.3.7 Examination Preparation

~~The Personnel Officer Human Resources ManagerHuman Relations Director~~ shall prepare or have prepared any tests that are deemed necessary for a valid and equitable determination of the fitness of applicants for the positions to which appointments are to be made. Examinations shall be conducted for all appointments and promotions so far as practicable, in the judgement of the City Manager or Human Resources ManagerHuman Relations Director. Examinations will be conducted only as allowed by law.

Such tests may include, but shall not be limited to, the use of achievement and aptitude tests, other written tests, ~~personal interview~~investigation of character, performance tests, evaluation of daily work performance, work samples or any combination of these which will, in the opinion of the ~~Personnel Officer Human Resources ManagerHuman Relations Director~~, test fairly the qualification of candidates. Physical and medical tests may be given as part of any examination.

At appropriate phases in the hiring process, examinations may include an investigation of character, personality, education, experience, criminal history, credit bureau, drug & alcohol and any tests of intelligence, capacity, technical knowledge, manual skill, or job-related physical fitness that the Human Resources ManagerHuman Relations Director deems appropriate.

The Human Resources ManagerHuman Relations Director shall designate the procedure, time, place, and type of examination, the conditions under which it may be conducted, and the individual or competent agency who will conduct the examination. The City will make every reasonable effort to accommodate disabled applicants in the administration of employment tests.

The City will provide a reasonable accommodation for applicants and employees with a physical or mental disability, unless doing so would pose an undue hardship or direct threat to the health or safety of the individual or others. Requests for accommodation will be evaluated on a case-by-case basis. The City will engage in the interactive process with the applicant or employee to address the request. This process may include, but is not limited to, providing medical documentation meetings with specialists, and identifying restrictions and possible accommodations, in accordance with City's policy set forth in section 3.2.1 "Disability Accommodation."

~~In any examination, the Personnel Officer Human Resources Manager may include, in addition to competitive tests, a qualifying test or tests, and set minimum standards therefore.~~

4.3.8 Types of Recruitment Examinations

Examinations for recruitments shall be Open, Open-Promotional, Promotional, or Continuous, and may be Formal or Informal as defined herein:

- a. Open Examinations shall be open to all qualified applicants.
- b. Open-Promotional Examination shall be open to all qualified applicants. Certification of eligibles applicants may be limited to include only city employees based on the request of the affected Department Director and concurrence by the City Manager.
- c. Promotional Examinations shall be limited to qualified employees of the competitive service holding an allocated position.

d. Continuous Examinations may be administered periodically for a single classification. Names shall be placed on eligibility lists and shall remain on such lists as prescribed in this sSection.

d.e. Formal Examinations shall include a written test and may include oral, performance and physical tests to be given to applicants.

e.f. Informal Examinations shall include an appraisal of an applicant's training, experience and other pertinent characteristics and may include oral, performance and physical tests.

4.3.9 Grading of Examinations

The ~~personnel Officer~~Human Resources Manager~~Human Relations Director~~ shall establish the minimum passing score for each test and the lowest total score on an examination required to qualify the applicants to be considered for appointment. The final score of an applicant shall be based upon the scores of all the tests and evaluations included in the examination unless otherwise specified in the published selection process for each recruitment. Failure of the applicant to pass one part of the examination shall disqualify the applicant from taking other parts of the examination. Department directors have the discretion to establish a higher passing score than might be established by the Human Resources ManagerHuman Relations Director as a threshold for an applicant advancing in the selection process, when in the Ddirector's discrfection, a higher passing score is necessary to maintain performance standard's in the Ddirector's department.

4.4 FREQUENCY OF EXAMINATIONSCREATION OF ELIGIBLE LISTS

An eligible list shall be established at the conclusion of the examination process for a particular classification. Eligible lists shall be effective for a period of six (6) months from the date of the qualifying exam. Eligible lists may be extended at the request of an affected Department Director or the Personnel Officer for a period of no more than six (6) months. Eligible lists may be abolished prior to the six (6) month period if there are fewer than five (5) qualified or interested candidates for the position. Once an eligible list is created, except as stated herein, the list may not be changed or altered in any way.

4.4.1 Rule of Five

The ~~Personnel Officer~~Human Resources Manager~~Human Relations Director~~ shall certify candidates for appointment consideration who have successfully tested and achieved placement on the eligibility list. Generally, the top five ranking active candidates on the eligibility list shall be certified to the Department Director for appointment consideration for one vacancy. One additional candidate will be certified for each additional vacancy that exists. The Department Director may appoint any of the candidates certified, regardless of rank.

A certification may be expanded to reach candidates with special qualifications i.e. bilingual abilities, special certificates or licenses or in order to promote appointments of candidates who are under represented in a particular classification. Expanded certifications may also be utilized when filling sworn public safety positions in the Police and Fire Departments due to the higher hiring standards that must be followed prior to final appointment consideration.

4.4.2 Re-Employment Lists

The names of probationary and regular employees who have been laid off due to a reduction in workforce shall be placed on appropriate re-employment lists in the order of their competence, from highest to lowest. Competence shall be based on past evaluations of employee and recommendations of the affected Department Director with concurrence of City Manager. Re-employment eligibility shall be for one year from the date of lay-off. Re-employment lists shall be used as a basis for reinstatement of former employees in accordance with the Personnel System Rules and Regulations. Section 20.053.9.6 Reinstatement of these Rules.

4.4.3 Removal from Eligible Lists

An applicant may be removed from a given eligible list for any one of the following reasons:

- a. Refusal to accept appointment to a position;
- b. Appointment to a position;
- c. Request of the applicant for removal from the list;
- d. Eligible candidate fails to provide notification of a change in address;
- e. Fails to attend a scheduled interview;
- d.f. Declined an interview on two (2) occasions;
- e.g. Substitution of a new eligible list;
- f.h. Failure to continue to meet any of the minimum standards established for the position for which the eligible list was prepared;
- g.i. Disqualification for reasons stated in the Personnel System Rules and Regulations Section 14:044.3.4. of these Rules.

4.5 APPOINTMENTS

4.5.1 Kinds of Appointments

All positions of employment in the service of the City are in the competitive service, except (a) The City Manager; (b) Elected officers; (c) Members of appointed boards, commissions, and committees; (d) Persons engaged under contract to supply expert, professional, technical, or any other services; (e) Volunteer personnel, such as volunteer fire fighters and police reserves; (f) the City Attorney; (g) Emergency employees who are hired to meet the immediate requirement of an emergency condition, such as an extraordinary fire, flood, or earthquake which threatens life or property; and (h) Employees other than those listed elsewhere in the Personnel Ordinance who are not full-time employees in permanent positions.

Appointments to compensated positions shall be Probationary, Regular, Extra Help, or Emergency~~Extra Help, Provisional/Acting, Probationary, Regular, or Emergency~~. The City Manager shall make all appointments after consultation with the respective Department

Director. If a qualified applicant ~~can not~~ cannot be found for a particular position, the City Manager may create a similar position of lower class, and fill that position in accordance with these rules.

The City Manager may fill vacancies during suspensions or pending proceedings on separations and demotions.

4.5.2 Extra Help Appointments

In the absence of appropriate eligible lists, the City Manager may appoint an applicant meeting minimum training and experience requirements of the position to work on a full or part-time schedule for a limited duration. These appointments shall be made in accordance with California law.

~~Upon satisfactory performance and at the discretion of the City Manager, an extra help employee may be appointed to an allocated full time position after satisfactory full-time service of not less than six months.~~

~~Part-time and seasonal employees shall be also designated as extra help employees.~~

~~The appointment of a person who possesses the minimum qualifications established for a particular class for a limited period of time not to exceed eighteen (18) months who has been appointed to a position in that class in the absence of available eligible candidates. Accruals and flexible benefits will be calculated from an employee's home position. Where such appointments result in the placement of a non-exempt employee in an exempt position, administrative leave accruals will commence from the date of the appointment; however, the employee will no longer be eligible for overtime.~~

In the absence of appropriate eligible lists, the City Manager may appoint a retired annuitant applicant meeting minimum training and experience requirements of the position to work on a full or part-time schedule for a limited duration or during the event of an emergency to prevent stoppage of public business. These appointments shall be made in accordance with California law, including any maximum hours limitations set forth by CalPERS rules and procedures.

Retired annuitants serving a limited term Extra Help Appointment in a vacant position (defined as a position that is vacant during recruitment for a permanent appointment, and not a position that is currently available due to another employee's leave of absence) shall not exceed 960 working hours in a fiscal year.

4.5.3 Provisional/Acting Appointments

Upon the recommendation of the Department Director~~Head~~ and Human Resources Manager~~Human Relations Director~~, the City Manager may approve provisional or acting appointments of probationary or permanent City employees to higher level positions pending regular appointment in accordance with these rules. Provisional/acting appointments shall be reviewed in six (6) month intervals, up to a maximum of eighteen (18) months. Time served on provisional/acting appointment may be credited to a probationary period when applicable, upon recommendation of the Department Director~~Head~~ and approval by the City Manager.

4.5.4 Probationary Appointments

Probationary appointments are for the purpose of providing a work performance evaluation period prior to filling positions on a regular appointment basis. The City Manager shall make probationary appointments upon recommendation of the Department Director from the top applicants certified on the appropriate eligible lists. The appointee shall be subject to the following conditions and limitations:

- a. The probationary period shall be twelve (12) months, except the probationary period for police personnel represented by T.A.P.O. shall be 18 months unless otherwise specified in an applicable MOU or other agreement between the City and an Exclusively Recognized Employee Organization.
- b. Employees may be dismissed during the probationary period at any time without right of appeal and with or without notice.
- c. The City Manager, with the recommendation of a Department Director, may extend the probationary period as he or she deems necessary to evaluate the employee's performance.
- ~~e.d.~~ If a probationary employee takes an unpaid leave of absence during the probationary period, his/her probationary period shall be extended by the amount of the unpaid leave of absence.

PROMOTION: An employee promoted to a different position will serve a new one year probationary period. An employee released during the probationary period from a position to which he has been promoted shall be reinstated to the position from which he was promoted, if a vacancy exists. An employee would be instated unless the reason for which he/she was released, in the opinion of the City Manager, renders such employee ineligible for the former position if a vacancy exists unless the reason for which the employee was released, in the opinion of the City Manager, renders such employee ineligible for the former position.

During a promotional probationary period, employees will be considered to be a regular employee, will accrue seniority, and shall be protected in disciplinary procedures as a regular employee.

Leaves of absence without pay shall extend a promotional probationary period by the same amount of time as the leave.

RECLASSIFICATION: An employee whose position has been reclassified may be required to serve a new probationary period. ~~The department~~ Department director Director will make a discretionary decision as to whether an employee, who has been reclassified from one job classification to another job classification, will serve a new probationary period or not. In the event an employee is a long term employee in good standing, and has served in an out of class assignment that is subsequently reclassified, the director may or may not choose to require the employee serve a new twelve (12) month probationary period.

DEMOTION: An employee who is demoted to a position to which they had not previously attained regular status will serve a new probationary period.

TRANSFER: An employee transferred to the same or comparable position in another department may be required to serve a new probationary period.

The probationary period of an employee may be extended by the City Manager, upon recommendation of the Department Director, for not more than six (6) months.

4.5.5 Regular Appointment

Regular Appointments are for the purpose of providing a regular complement of full-time employees ~~in the municipal service~~ to discharge the duties and responsibilities assigned to the work force of the City. Regular appointments shall be made by the City Manager upon receiving a certification from the employee's Department Director that the employee has successfully completed the established probationary or training period ~~period~~ for their classification.

4.5.6 Trainee Appointments

Regular full-time positions may be filled by trainee appointment from amongst those persons who ~~possess, or will gain the City anticipates can gain~~ during the period of their trainee appointment, the minimum qualifications for regular appointment. A trainee who fails to so qualify will be terminated upon or before the expiration of the appointment. Duration of trainee appointments may be for up to a maximum of two (2) years, with the approval of the City Manager. Trainees will be compensated at least ten (10) percent less than the first step for the classification for which they are training. ~~Trainee classifications are assigned to the exempt service. Trainees are at-will, and exempt from the competitive service.~~

Trainees are not eligible to file grievances or appeal disciplinary matters.

4.5.7 Emergency Appointment

~~In case of civil disaster or emergencies involving imminent danger to life or property, or to protect the city's interests, any Department Director may appoint any persons available to alleviate the danger. Emergency appointments shall be terminated as soon as the danger is alleviated.~~

~~The Department Had shall notify the City Manager of such action as soon as practicable.~~

To meet the immediate requirement of an emergency condition which threatens life, public health, safety, welfare or property, the City Manager may employ such persons as may be needed without regard to the Personnel System Rules and Regulations. ~~these Rules.~~ Emergency appointments shall not be used in lieu of other methods of employment. Time spent under such employment shall not be credited toward a probationary period or be used in computing any privileges accrued while employed by the City. Emergency appointees shall be entitled to wages as determined by the City Manager, but shall not be entitled to any other benefits other than those required by law.

The appointment of retired annuitants shall be in accordance with CalPERS rules and procedures. ~~Retired annuitants may be appointed on an emergency basis provided he or~~

she shall not exceed 960 working hours in a fiscal year.

Emergency appointments shall be terminated as soon as the danger is alleviated.

4.6 PERFORMANCE EVALUATION

4.6.1. Annual Evaluation

Each employee shall receive an annual performance appraisal in conjunction with their review date that is completed by their ~~Department Director and approved by the City Manager~~ immediate supervisor and approved by the Department Director and ~~Human Resources Manager~~ Human Relations Director prior to placement in the employee's personnel file. The performance evaluation must accompany all recommendations for step advancement. The performance evaluation will provide employees with job related information about their performance.

~~If the employee's performance appears to be impaired by continuous illness, the City manager may require him to obtain a medical examination by a designated physician, at City expense. An employee is eligible for a step increase only if he or she has exhibited satisfactory performance during the evaluation period.~~

Chapter 5: Attendance and Time Off

5.1 HOURS OF WORK CITY BUSINESS HOURS

All offices of the City, except those for which special regulations are required, shall be open for business on all days of the year except Saturdays, Sundays, and Holidays continuously from 8:00 a.m. until 5:00 p.m.

Departments for which necessity requires a different schedule from that generally applied, shall work according to regulations prepared by the respective Department Director and approved by the City Manager.

5.2 OVERTIME

Upon prior authorization of the Department Director or due to unusual emergencies, overtime or compensatory time off may be approved in units of not less than one-quarter half hour, as determined by the Department Director, at the compensation rate of time and one half per overtime hour worked times an employee's regular rate of pay. Whenever possible, compensatory time shall be accrued instead of overtime for payment. Employees accruing compensatory time off will be encouraged to take time off in the same week the extra work was performed.

Over-time provisions shall be in compliance with the Fair Labor Standards Act.

This section does not apply to ~~management employees~~ exempt management employees under the Fair Labor Standards Act.

5.3 ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules regarding hours

~~of work, holidays, and leaves assigned workplace on time and ready to begin their duties each day they are scheduled to work. (Each Department Director shall enforce attendance requirements and shall keep attendance records of employees under his or her supervision, which records shall be reported to the City Manager or designee in the form and on the dates he or she shall specify.) An employee who will be absent from service must inform their supervisor as soon as the employee knows or reasonably should know the employee will be absent, but no later than (one) 1 hour before the shift starts. A late notification without sufficient excuse will be considered a violation of this policy. It is the preferred practice to use City phones or City email addresses to communicate absences or tardies, as the City has the ability to track and audit those communications. Use of other communication avenues should only happen when City other methods of communication are unavailable. An employee who engaged in an unauthorized absence shall be subject to disciplinary action and/or termination in accordance with applicable disciplinary procedures. Any absence from work taken upon the initiative of any employee and without prior authorization as provided for in these rules shall be the basis for immediate dismissal by the City Manager if such absence is found to be unwarranted or regarded as detrimental to the municipal service City.~~

5.4 VACATIONS

~~Only probationary~~ Probationary and regular employees shall be entitled to accrue paid vacation leave. Temporary, part-time and seasonal employees shall not be entitled to paid vacation leave.

Vacation accrual amounts will be determined by applicable MOU's, Benefit Plans and Policies, or employment agreements.

An employee generally shall be required to have served the equivalent of one (1) year of continuous service in the City in order to be eligible for ~~his-the employee's~~ full annual vacation leave. After six (6) months of continuous service ~~he-an employee~~ may be permitted by ~~his-the employee's~~ Department Director to take vacation leave not to exceed the amount of vacation leave earned to that time.

The times during a calendar year at which an employee may take ~~his~~-vacation shall be determined by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the ~~service~~ City. An employee shall be required to take at least one (1) calendar work week of earned vacation leave per year. An employee may, with Department Director approval, take 15 consecutive work days off of accrued vacation. Additional leave beyond this may be taken with the approval of the City Manager.

Holidays falling within an annual vacation leave shall not be charged as vacation leave.

Probationary and regular employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned, which is computed on the employee's base hourly rate of pay at the time of termination.

5.5 HOLIDAYS

~~All municipal employees except Police and Fire employees will observe the following legal~~

holidays: Unless stated otherwise in a Memorandum of Understanding, a Schedule of Benefits, or an applicable employment agreement, all City employees, except Police and Fire employees, will observe the following legal holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25

Observance of ~~Other~~ other holidays may ~~only~~ be granted by City Council only.

When a holiday falls on a Sunday, the following Monday shall be observed.

When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Paid holidays shall be granted only to all regular and probationary employees. Police and Fire employees and other special situation employees shall be given compensatory time off as authorized by the Department Director concerned or as covered in their memoranda of understanding.

Temporary, part-time and seasonal employees shall not be entitled to paid holidays.

Full-time non-exempt employees must be on paid pay status the entire day before the holiday and the entire first scheduled work day after the holiday to be eligible to receive Holiday Pay. Non-exempt employees who have been suspended for disciplinary reasons for a period that includes or immediately precedes or follows a holiday are not eligible for Holiday Pay for that holiday. Non-exempt employees who have an unauthorized absence immediately preceding or following a holiday are not eligible for Holiday Pay for that holiday.

Full-time exempt employees are eligible for Holiday Pay if they are on paid status during the week in which the holiday occurs.

Under no circumstances will employees be entitled to more than two (2) times their straight time rate on any holiday.

5.6 SICK LEAVE

Unless otherwise provided in an applicable MOU, negotiated negotiated-Benefit Plan or employment agreement, employees will be allowed to accrue and use sick leave as follows:

5.6.1 Employees Eligible for Sick Leave

Under the Healthy Workplaces, Healthy Families Act of 2014, all employees, including temporary and seasonal employees, are eligible to accrue paid sick leave once they have worked for the City for thirty (30) or more days within one (1) year of the commencement of their employment.

5.6.2 Sick Leave Accrual

~~Sick leave with pay shall be earned by full-time probationary and regular employees from the date of current service with the City at the rate of one (1) work day for each calendar month service. Sick leave use shall be considered as a privilege which an employee may use with discretion, and shall be allowed only in the case of necessity and actual sickness or disability of the employee or because of illness in his immediate family. Sick leave with pay shall start accruing from the date of hire at the rate of eight (8) hours for each calendar month of service, unless otherwise stated in a relevant Memorandum of Understanding or employment agreement.~~

~~Sick leave shall be accumulated at the rate of 12 days a year. Fire Department sick leave use shall be based on one 24-hour shift being equal to two sick days leave.~~

~~A maximum of six (6) days of annual sick leave may be used for illness of the employee's immediate family. (According to California law, employees are entitled to use up to one-half (1/2) of their sick leave earned annually for illness of their immediate family.) If an employee is absent because of illness, he must notify his Department Director or his immediate supervisor at least one (1) hour prior to the time set for beginning his daily duties. If an employee is ill for more than three (3) working days (two (2) working shifts in the case of Fire Department employees) for any one illness, he is required to furnish a doctor's certificate to the Personnel Officer. Employees demonstrating an above average use of sick leave or, patterned sick leave use, may be required to provide a doctors certificate.~~

~~In December of each year, each employee having at least 4~~four~~ (4) years continuous employment with the City shall be paid for 50~~fifty~~ (50) percent of their sick leave earned during the previous 12~~twelve~~ (12) month period, less the amount of sick leave taken during the previous 12~~twelve~~ (12) month period. The remaining 50~~fifty~~ (50) percent of unused sick leave shall be added to the employee's current accumulated total of unused sick leave. If an employee retires or dies while in city~~City~~ service, he~~or his~~the employee's beneficiary shall be paid for 25~~twenty-five~~ (25) percent of his~~or her~~the employee's unused sick leave. Employees terminated for cause shall not be eligible for any sick leave payments~~pay outs~~.~~

5.6.3 Use of Sick Leave

Sick leave is intended to provide income protection in the event of illness or injury, and may not be used for any other absence unless specifically approved by the employee's Department Director, or as provided by another City policy.

If an employee is absent because of illness, the employee must notify his~~or her~~their

Department Director or immediate supervisor as soon as possible, but at least one (1) hour prior to the time set for beginning his or her their daily duties, unless the employee is unable to do so. If the use of sick leave is foreseeable, the employee must provide reasonable advance notification of the need to use sick leave. Requests may be made verbally or in writing.

An eligible employee may use his or her their accrued and available annual sick leave for:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee;
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member; and
- Purposes covered by the City's Crime Victim Time Off and Accommodation, Bereavement Leave, and Reproductive Loss Leave policies; and
- Other reasons as permitted by applicable law.

"Family Member" is defined as child (regardless of age or dependency status), parent, spouse, registered domestic partner, grandparent, grandchild, sibling, designated person, and parent of the employee's spouse or registered domestic partner. For purposes of this section, "parent" and "child" include biological, foster, adopted, step, or legal guardian relationships. A "child" also includes a child of a domestic partner. For purposes of this policy, a "designated person" means a person identified by the employee at the time the employee requests paid sick leave, however, an employee shall be limited to one designated person per 12-month period for paid sick leave.

Accumulated sick leave hours are to be used for absences due to illness. ~~Other leave time on the books~~ Other types of accrued leave may only be used for absences due to illness when all sick leave is exhausted and approval is granted by the Department Director.

5.6.4 Medical Certification

If an employee is ill for more than three (3) consecutive working days (two (2) consecutive working shifts in the case of Fire Department personnel employees assigned to a 48/96 schedule) for any one illness, the employee is required to furnish a doctor's certificate to the Human Resources Manager/Human Relations Director. Employees demonstrating an above average use of sick leave or patterned sick leave use, may be required to provide a doctor's certificate.

5.7 LEAVES OF ABSENCE

5.7.1 In General

It is the City's policy to grant leaves of absence under certain circumstances to all eligible employees on a nondiscriminatory basis. Except as otherwise indicated, all leaves of absence are available on an unpaid basis.

The City will grant leaves of absence as required by law and may grant leaves of absence to employees in certain other circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and/or Human

ResourcesHuman Relations during your leave, and to give prompt notice if there is any change in your return date. Some types of leave have specific request/notification and certification requirements and it is your responsibility to comply with any such requirements. If your leave expires and you have not contacted your supervisor or Human ResourcesHuman Relations, it willmay be assumed that you do not plan to return and you have terminated your employment. If you are unwilling or unable to return to work with or without reasonable accommodation at the conclusion of any leave, your employment may be terminated.

The Ppersonnel System Rrules and Regulations contain only a summary of the leaves that may be available. Some types of leave have detailed requirements regarding eligibility, duration, benefits, etc. Leaves of absence are generally unpaid, but you may be eligible to utilize accrued sick leave or PTOvacation, as set forth in the summary of the various leaves below. You should contact Human ResourcesHuman Relations prior to taking any leave for information about leave requirements and make sure you understand the requirements and ramifications of any leave.

It is understood that you will not obtain other employment (other than military duty pay) or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment (non-military) while on leave will be treated as a voluntary resignation from employment with the City.

The City may hold in abeyance or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to the City's attention during the leave. If any action is held in abeyance during the leave of absence, the City reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to the City's expectations and to observe all policies, rules, and procedures.

Subject to any applicable legal restrictions, requests for leaves of absence will be considered on the basis of the employee's length of service, performance, level of responsibility, the reason for the request, and the City's ability to obtain a satisfactory replacement during the time the employee is away from work.

5.8 RETURNING FROM A LEAVE OF ABSENCE/ABANDONMENT OF EMPLOYMENT

Unless otherwise required by law or City policy, when an employee is granted a leave of absence, an effort will be made to hold the employee's position open for the period of the approved leave. Due to business needs, however, there will be times when the position cannot be held open if the leave results in an undue hardship on the City. Under such conditions, it will not be possible to guarantee reinstatement. If an employee's former position is unavailable when the employee is ready to return from an approved leave, the City will make every effort to place the employee in a comparable position for which the employee is qualified. If such a position is not available, the employee will be offered the next suitable position for which the employee is qualified, if such a position exists. An employee who does not accept a position offered by the City will be considered to have voluntarily terminated employment, effective the day such refusal is made. This provision does not apply to any protected leave.

5.8.1 Failure to Return Promptly

An employee who accepts other employment, without prior approval, during a leave of absence, or who fails to return on the next regularly scheduled workday following the expiration of an approved leave, will may be considered to have abandoned their employment and may be terminated.

5.8.2 Benefits During Leave

Unless otherwise required by law, as with pregnancy disability, FMLA, CFRA, and military leaves for example, no City-sponsored benefits are earned or accrued during an unpaid leave of absence. When an employee returns from a leave of absence of greater than thirty (30) days, seniority, as well as eligibility and accrual dates for benefits, will be adjusted forward to account for the period of leave (except for military leave pursuant to USERRA).

5.9 FMLA/CFRA/PREGNANCY DISABILITY LEAVE

5.9.1 MEDICAL OR FAMILY CARE LEAVE OF ABSENCE (FMLA/CFRA)

Under the federal Family Medical Leave Act ("FMLA"), an unpaid leave of absence may be granted to employees who: (1) have worked for the City for at least 12 months (need not be consecutive), (2) have worked a minimum of 1,250 hours in the 12 months preceding the leave, and (3) who are employed at a work site where 50 or more employees are employed by the City within a 75-mile radius of that work site. Under the California Family Rights Act ("CFRA"), an unpaid leave of absence may be provided to employees who satisfy (1) and (2) above, and who are employed by an employer with five (5) or more employees. All leaves under this policy are referred to as a "Medical or Family Care LOA." Unless stated otherwise, the maximum allowable time for any Medical or Family Care LOA under this policy is 12 weeks per a rolling 12 month period. When permitted by applicable law, a Medical or Family Care LOA may count against an employee's entitlement under both FMLA and CFRA concurrently. A Medical or Family Care LOA may be taken for the following reasons:

- For the employee's own serious health condition (excluding pregnancy, childbirth, or related medical conditions) that makes the employee unable to work at all or unable to perform any one (1) or more of the essential functions of the position of that employee (both FMLA and CFRA);
- For the employee's own serious health condition relating to pregnancy, childbirth, or related medical conditions (FMLA only);
- Baby bonding with a newborn of the employee or child newly placed with the employee by adoption or foster care placement (both FMLA and CFRA);
- To care for the employee's spouse, child, or parent with a serious health condition (both FMLA and CFRA);

- To care for the employee's domestic partner, grandparent, grandchild, parent-in-law, sibling, or designated person, with a serious health condition. For purposes of this policy, a "designated person" means any individual related to the employee by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, however, the employee shall be limited to one designated person per 12-month period for purposes of CFRA leave. (CFRA only); or
- Due to qualifying for Military Caregiver Leave or Military Qualifying Exigency Leave (as defined and described below).

5.9.2 Employee Notice

Employees must provide sufficient information for the City to determine if the leave may qualify as a Medical or Family Care LOA, as well as the expected timing and duration of the leave. Sufficient information may include for example that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances that support the need for Military Caregiver Leave or Military Qualifying Exigency Leave as indicated below. Employees also must inform the City if the requested leave is for a reason for which Medical or Family Care LOA was previously taken or certified. When possible, the City requests 30 days' notice of the need for leave in order to plan for work coverage. If 30 days' notice is not possible, then employees must provide as much notice as practicable under the circumstances and must follow the City's call-in and/or attendance policies.

5.9.3 City Notice

Once an employee provides sufficient information, the City will notify the employee (a) whether the employee is eligible for Medical or Family Care LOA and, if so, (b) whether any additional information is required, and (c) the employee's rights and responsibilities regarding such a leave. The City will also notify an eligible employee who has requested Medical or Family Care LOA if the requested leave will be designated as FMLA/CFRA protected leave and counted against the employee's leave entitlement.

If the City determines an employee is not eligible for Medical or Family Care LOA, the City will provide at least one (1) reason for ineligibility. The City will also inform the employee if it determines that the requested leave does not qualify for FMLA/CFRA protection.

Employees not eligible for a Medical or Family Care LOA may be eligible for an unpaid leave of absence due to their own disability or medical condition, which will be assessed by the City on a case-by-case basis consistent with applicable law.

5.9.4 Serious Health Condition

To qualify for a Medical or Family Care LOA for their own serious health condition or to care for a covered family member/designated person with a serious health condition, the employee or their covered family member/designated person must have a serious health condition. A serious health condition is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents

the employee from performing the functions of the employee's job, or prevents the covered family member/designated person from participating in school or other daily activities. The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy (under FMLA only), or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

5.9.5 Certification of Need for Medical or Family Care LOA

The City may require an attending health care provider's certification of the employee or covered family member's/designated person's serious health condition. The City may also require recertification supporting the need for leave upon expiration of the prior certification. In any case in which the City has reason to doubt the validity of any medical certification provided to support an employee's request to take Medical or Family Care LOA because of the employee's own serious health condition, the City may require the opinion of a second and third health care provider consistent with state and federal law.

5.9.6 Military Qualifying Exigency Leave

Eligible employees under FMLA and CFRA may be provided up to 12 weeks of leave in a rolling 12 month period when the employee has a qualifying exigency arising out of the fact that a spouse, child, or parent (both FMLA and CFRA), or domestic partner or parent-in-law (CFRA only), is on covered active duty or call to active duty status in the National Guard or Reserves or Armed Forces. "Qualifying exigency" is defined by law as: (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment activities, (8) parental care, and (9) additional activities where the City and employee agree to the leave. Time off for Military Qualifying Exigency Leave counts towards the 12-week maximum allowable time for Medical or Family Care LOA under FMLA and/or CFRA, as applicable.

5.9.7 Military Caregiver Leave

Pursuant to the FMLA only (not CFRA), eligible employees may be provided up to 26 weeks (one-half year) of leave during a single 12-month period to care for a covered servicemember. A covered servicemember is the employee's spouse, son, daughter, parent, or next of kin (meaning "nearest blood relative" or person "specially designated") who is a current member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list, for a serious injury or illness, and includes veterans who were members of the Armed Forces, National Guard or Reserves, any time during the past five (5) years, who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, and was discharged or released under conditions other than dishonorable. An employee may take a maximum combined total of 26 weeks of leave for Military Caregiver Leave and other FMLA-qualifying leave in a single 12-month period.

5.9.8 During Medical or Family Care LOA

When receiving City-provided disability or workers' compensation payments during a Medical or Family Care LOA, employees may choose to apply any accrued, unused paid sick leave or other accrued leaves to supplement their City-provided disability or workers' compensation payments, up to 100% of their normal wages. When employees are not receiving City-provided disability or workers' compensation payments, they are required to use accrued, unused leaves and paid sick leave as follows: if an employee is on a Medical or Family Care LOA due to their own serious health condition (excluding pregnancy, childbirth, and related medical conditions), they are required to use any accrued leave or paid sick leave; if an employee is on a Medical or Family Care LOA due to pregnancy, childbirth, or related medical conditions, they are required to use any accrued paid sick leave and then may choose to use any accrued leave; and if an employee is on a Medical or Family Care LOA for baby bonding purposes or due to the serious health condition of a covered family member or designated person, they are required to use any accrued leave and then may choose to use any accrued paid sick leave.

During a Medical or Family Care LOA, the City shall maintain and pay for the employee's group health coverage (medical, dental and vision) at the same level and under the same conditions as coverage would have been provided if the employee had not taken the leave. Therefore, the City will continue to pay all applicable group health insurance premiums which it ordinarily pays on behalf of the employee. Employees must continue to pay their usual share of the insurance premium during the leave of absence. If the employee uses accrued paid time off during the Medical or Family Care LOA, the City will make a payroll deduction to obtain the employee's share of the insurance premium. If the employee is not using any accrued paid time off, then the employee must make payments to cover their share of the insurance premium by personal check.

The City's obligation to maintain health benefits coverage ceases if an employee's premium payment is more than 30 days late. Prior to dropping coverage, the City will provide written notice to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the written notice, unless payment has been received by that date. If the employee fails to return from this leave, in some circumstances, the City may attempt to recoup the cost of the insurance premiums paid on behalf of the employee during the leave.

Employees will not continue to be covered under the City's non-health benefit plans which are not provided pursuant to the City's group health plans such as life insurance and long term disability. Employees may make the appropriate contributions for continued coverage under the non-health insurance benefits as noted above by payroll deductions or direct payments made to these plans.

Employees need not use their Medical or Family Care LOA entitlement in one (1) block. Such a leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. In addition, the basic minimum duration of intermittent bonding leave is two (2) weeks, however, the City will grant a request for such leave of less than two (2) weeks' duration on two (2) occasions. Bonding leave must conclude within 12 months of the child's birth or adoption or foster care placement with the employee.

5.9.9 Returning to Work from Medical or Family Care LOA

Employees returning to work upon conclusion of the Medical or Family Care LOA will be returned to their original position or to an equivalent position with equivalent pay and benefits, provided such job would have been available had the employee not taken the leave. Prior to returning to work, where the leave of absence is for the employee's own serious health condition, the employee must provide the City with certification from the attending health care provider indicating the employee is able to resume the employee's work.

Failure to return to work from a Medical or Family Care LOA on the designated date may be interpreted as the employee's voluntary resignation. If the employee returns to work outside of the legally allotted time for such a leave without a valid excuse, the employee will only be reinstated if there is an available open position which they are qualified to fill.

5.9.10 FMLA/CFRA Protections

Use of any of the leaves permitted by the FMLA and the CFRA cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

It is unlawful for employers to interfere with, restrain, or deny the exercise of any right provided under the FMLA or the CFRA or to discharge or discriminate against any person for opposing any practice made unlawful by either law or for involvement in any proceeding under or relating to the FMLA or the CFRA. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides for greater family or medical leave rights.

If employees believe that they have been aggrieved, they may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

5.9.11 PREGNANCY DISABILITY LEAVE OF ABSENCE AND ACCOMMODATION

Employees disabled due to pregnancy, childbirth, or related medical conditions are eligible for a maximum of four (4) months of Pregnancy Disability Leave ("PDL") per pregnancy, upon medical certification of the health care provider that the employee is unable to perform one or more essential job functions or to perform such functions without undue risk to the employee, the pregnancy's successful completion, or to other persons. "Four (4) months" of PDL means time off for the number of days or hours the employee would normally work within four (4) calendar months (one-third of a year or 17 1/3 weeks). Such leave may be taken on a continuous, intermittent, or reduced schedule basis, if certified by the employee's health care provider.

Employees may also request and be eligible for reasonable accommodations if they are affected by a physical or mental condition arising out of pregnancy, childbirth, or related medical conditions, regardless of whether the employee is considered "disabled" and unless such accommodations would impose an undue hardship on the City's business operations. Upon receipt of an employee's request for such accommodations, the City will initiate a timely and good faith interactive process to identify possible reasonable accommodations that will enable the employee to perform essential job functions. However, employees will be eligible for reasonable accommodations under this policy even if they are temporarily unable to perform essential job functions, provided that they will be able to do so in the near future and their inability to perform essential job functions can be reasonably accommodated by the City. To the extent permitted by applicable law, the City will require employees requesting such

accommodations to provide reasonable certification from the employee's health care provider indicating that such accommodations are medically advisable and their expected duration. Reasonable accommodations may include, but are not limited to, additional breaks, assistance with manual labor, modified seating, a reduced schedule, intermittent leave, or continuous leave. Leave provided as a reasonable accommodation under this policy may run concurrently with, or extend the duration of, an employee's PDL leave.

If an employee's health care provider certifies that the employee has a medical need to take intermittent leave or leave on a reduced work schedule, the employee may be required to transfer temporarily to an available alternative position for which the employee is qualified, which has an equivalent rate of pay and benefits and can better accommodate the employee's leave requirements. Additionally, an employee may transfer to a less strenuous or hazardous position or duties, if the employee's health care provider certifies that the transfer is medically advisable and if such a transfer can be reasonably accommodated by the City.

All requests for pregnancy-related leaves of absence, accommodations, or transfers should be made to Human Resources at least 30 days in advance or, if that is not possible under the circumstances, as soon as practicable.

The City requires the employee to utilize available paid sick leave during the otherwise unpaid portion of a PDL leave (i.e., the portion of the leave in which the employee is not receiving payments from the State Disability Insurance program or private short-term or long-term disability programs). An employee who is receiving such payments may elect to apply available paid sick leave, up to a combined total of 100% of their normal wages. The employee may opt to take all other accrued leave during a PDL.

Employees on leaves provided as a reasonable accommodation may use any accrued paid sick leave or other accrued leave. Such paid sick leave or accrued leave will be integrated with any State Disability Insurance benefits received by the employee, so that the employee receives no more than 100% of their usual compensation.

Leaves due to pregnancy, childbirth, and related medical conditions may run concurrently with time off under the FMLA (if the employee is otherwise eligible for FMLA), but not with time off under the CFRA.

The City will continue to pay all applicable group insurance premiums (medical, dental and vision) which it ordinarily pays on behalf of the employee during a PDL. The employee must continue to pay the employee portion of the insurance premium during the PDL. Failure by the employee to make this premium payment may result in a loss of benefits. Once the employee has exhausted any available PDL and FMLA, if additional medical leave is granted as a reasonable accommodation under this policy, the employee may be offered COBRA and be responsible for the premium payments, consistent with the terms and conditions of the City's health plan(s).

Employees will not continue to be covered under the City's non-health benefit plans which are not provided pursuant to the City's group health plans such as life insurance and long term disability. Employees may make the appropriate contributions for continued coverage under the non-health insurance benefits as noted above by payroll deductions or direct payments made to these plans.

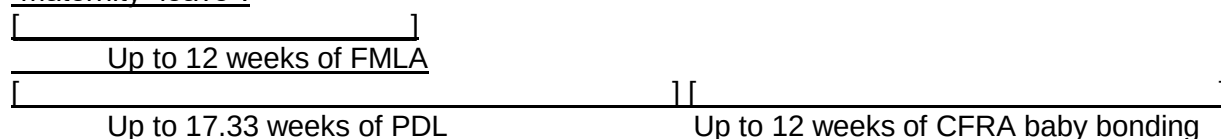
At the conclusion of the pregnancy-related leave of absence, a medical certification from the health care provider stating the employee is released to return to work will be required. With limited exceptions, following a pregnancy-related disability leave an employee will be returned to the same position held when the leave began, consistent with applicable law. Employees failing to return on their scheduled return date may be considered to have voluntarily resigned. Employees who remain disabled or affected by pregnancy, childbirth, or related medical conditions following their exhaustion of a PDL should notify Human Resources to discuss possible reasonable accommodations.

5.9.12 CALIFORNIA PARENTAL LEAVE CHEAT SHEET

For a Pregnant California Employee:

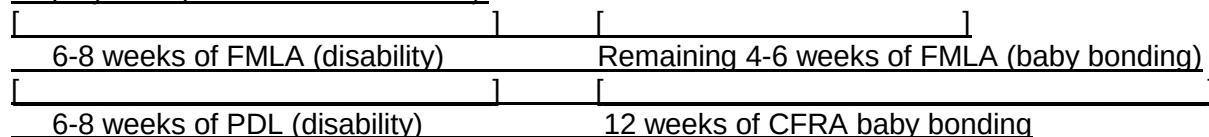
- A pregnant California employee can receive up to 17.33 weeks of pregnancy disability leave (PDL) upon providing Human Resources with appropriate certification from the employee's health care provider. The PDL leave will run concurrently with up to 12 weeks of unpaid FMLA leave (assuming the employee is otherwise eligible for FMLA).
- Once the pregnant employee is done with their pregnancy-related and childbirth-related disability period, they can take up to 12 weeks of unpaid CFRA baby bonding leave (assuming they are otherwise eligible for CFRA leave). Any FMLA leave not exhausted during the PDL period will run concurrently with the CFRA baby bonding leave.

Here is an illustration of the FMLA, CFRA, and PDL leave interactions during a California "maternity" leave*:



*Note that if the employee's pregnancy-related or childbirth-related disability period extends beyond the 17.33 weeks of PDL, the City will engage in the interactive process to determine if additional leave as a reasonable accommodation is appropriate under the Pregnant Workers Fairness Act (PWFA) or ADA/FEHA. The employee will not commence their CFRA baby bonding leave until their disability leave (whether provided under PDL, PWFA, and/or ADA/FEHA) is complete.

Here is an illustration of what a typical California "maternity" leave may look like (though the length of the disability period depends on the employee's health care provider's certification and the employee's specific health situation):



For an Adoptive / Foster Parent or Parent of Newborn (Partner / Non-Pregnant Employee):

- FMLA and CFRA entail baby bonding leave rights. These two leaves will run concurrently (assuming the employee is eligible for both) for up to 12 weeks of unpaid leave.

- FMLA and CFRA also provide the non-pregnant employee time off to care for the serious health condition (pregnancy) of the employee's spouse, designated person (CFRA only), or registered domestic partner (CFRA only) for up to 12 weeks of unpaid leave.

[]

12 weeks of FMLA (baby bonding/care of serious health condition)

[]

12 weeks of CFRA (baby bonding/care of serious health condition)

5.9.1 Purpose of Leaves

The purpose of this policy is to provide a uniform way to access information for those employees who wish to take leave under the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or the Pregnancy Disability Leave (PDL). Under FMLA and CFRA, employees who have worked for at least twelve (12) months and for 1,250 hours during that 12 month period may request family care and medical leave of up to twelve (12) workweeks during a twelve (12) month period. There is no minimum length of service requirement for PDL. Under PDL, employees may request leave for a reasonable period of time, not to exceed four (4) months, based on hours worked per week and duration of disability.

Leave may be requested for the following reasons:

FMLA	<u>Bonding time with newborn, including adoption and foster care</u> <u>Care of child, parent or spouse with serious health condition, including psychological comfort a qualifying family member with a serious health condition</u> <u>The employee's own sSerious health condition that makes the employee unable to perform one or more of the essential functions of his/her position</u> <u>To address Serious health condition that resulted from domestic violence, sexual assault, or stalking and their effect</u> <u>Incapacity due to pregnancy, prenatal care, or for a mother's own serious health condition following the birth of the child (CFR 825.120.4)</u> <u>Military related leaves including qualifying exigency leave and military caregiver leave</u> <u>CFR 825.200</u>
CFRA	<u>Bonding time with newborn, including adoption and foster care</u> <u>Care of child, parent, spouse, grandparent, grandchild, sibling, domestic partner, domestic partner's child, or a "designated person" or spouse with serious health condition, including psychological comfort</u> <u>Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either of the following: (A) Inpatient care in a hospital, hospice, or residential health care facility. (B) Continuing treatment or continuing supervision by a health care provider, including but</u>

	<u>not limited to treatment for substance abuse that makes the employee unable to perform functions of his/her position</u> <u>CCR Title 2, Section 110927297</u>
PDL	<u>To allow a female employee disabled by pregnancy, childbirth, or related medical conditions to take a leave for a reasonable period of time not to exceed four months, based on the number of hours worked.</u> <u>Gov Code 12945</u>

5.9.2 Definitions

“12-Month Period”— A “rolling” 12-month period measured backward from the date an employee uses any FMLA/CFRA leave.

“Spouse”— As defined or recognized under California state law for purposes of marriage.

“Child”— Son or daughter. For purposes of leave taken for birth or adoption, or to care for a family member with a serious health condition, son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that leave is to commence.

Parent— a “parent” means the biological parent of an employee or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents-in-law.

“Designated person”— means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.

“Disability for purposes of PDL”— An employee is considered disabled under PDL if she is unable to perform one or more essential functions of her job due to her pregnancy or pregnancy-related health condition.

“Serious Health Condition”— Illness, injury, impairment or physical or mental condition which involves inpatient care or continuing treatment by a health care provider.

“Continuing treatment”

- Any period of incapacity due to pregnancy or prenatal care
- Incapacity of more than 3 consecutive, full calendar days and
 - 2 or more treatments (1st within 7 days and 2nd within 30 days of incapacity)
 - At least 1 treatment within 7 days of the first day of incapacity and continuing treatment
- Chronic conditions
 - Periodic visits (at least twice a year) for treatment by a healthcare provider

Continues over an extended period of time; and

May cause episodic period of incapacity

— Conditions requiring multiple treatments

— “Intermittent Leave” – Leave taken in separate blocks of time due to a single qualifying reason

— “Reduced Leave Schedule” – A leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

Note: Under CFRA, a disability due to pregnancy, birth, or related medical condition is not a “serious health condition”. Also, under CFRA, leave may be taken for “treatment” for substance abuse. It is not necessary that the employee be admitted to a hospital or clinic in order to qualify, thus, an employee attending outpatient treatment sessions would qualify for protected leave.

5.9.3 Amount of Leave

FMLA	<u>Except in the case of leave to care for a covered service member with a serious injury or illness, an eligible employee's FMLA leave entitlement is limited to a total of 12 (twelve) workweeks of leave during any 12-month period, as previously defined. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.</u> <u>CFR 825.200(a)</u>
CFRA	<u>A covered employer is required to grant an eligible employee a maximum leave of 12 workweeks in a 12-month period.</u> <u>“12 workweeks” means the equivalent of 12 of the employee's normally scheduled workweeks. For eligible employees who work more or less than five days per week, or pursuant to an alternative work schedule, the number of working days that constitute 12 workweeks is calculated on a pro rata or proportional basis.</u> <u>CCR Title 2, Section 7297.3, Subdivision C</u>
PDL	<u>For a reasonable period of time not to exceed four months, based on the number of hours worked.</u> <u>Gov Code 12945</u>

5.9.4 Intermittent and Reduced Schedule Leave

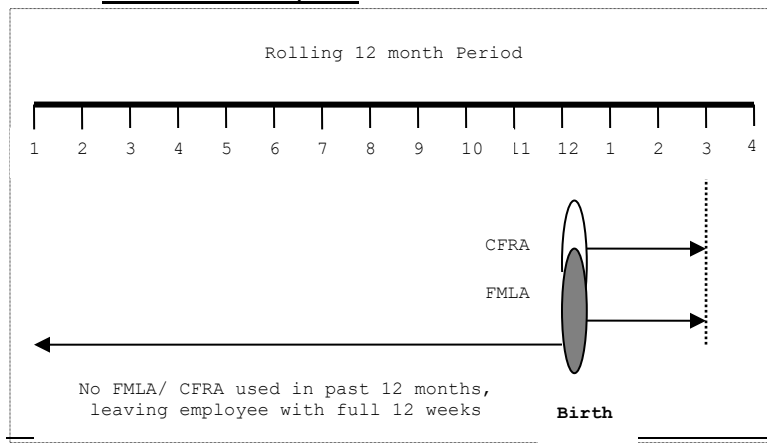
FMLA, CFRA and PDL leave may be taken on an intermittent or reduced schedule for any qualifying reason, when medically necessary. When leave is taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the employer agrees. The employer's agreement is not required, however, for FMLA or PDL leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the employer's operations.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, or if the employer agrees to permit

intermittent or reduced schedule leave for the birth of a child or for placement of a child for adoption or foster care, the employer may require the employee to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

5.9.5 Leaves Interaction

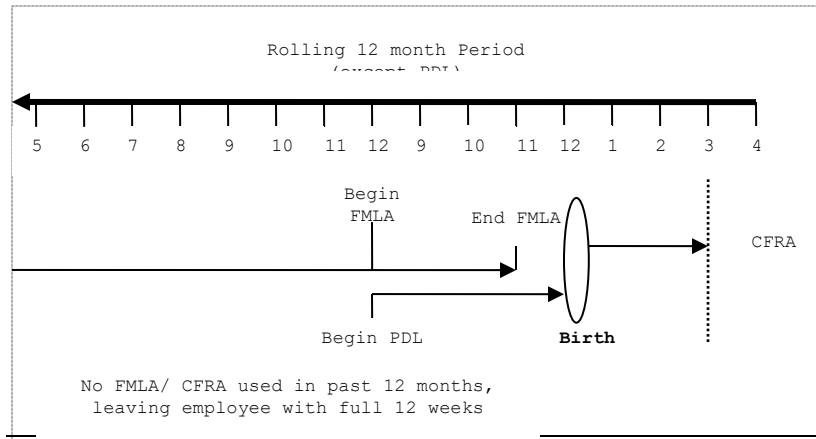
Timeline Examples:



Example 1: A male employee uses 12 weeks of leave due to the birth of a child.

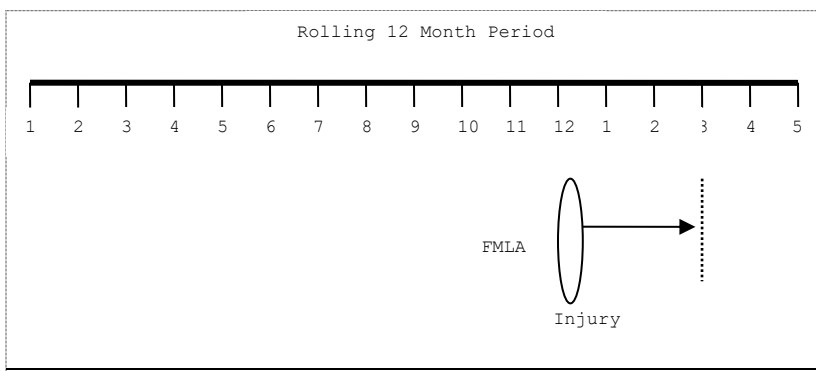
All leaves shall run concurrently, where appropriate. An employee is entitled to no more than twelve (12) total weeks of City-paid health benefits during any unpaid leave taken during a twelve (12) month period, as provided for by the FMLA law. Benefits may be extended when an employee is using Pregnancy Disability Leave or California Family Rights Act Leave. An employee is entitled to City-paid health benefits for the duration of pregnancy disability leave (PDL) up to four months providing that the employee is eligible for employer provided medical benefits and is receiving them when she is placed on PDL. If the employee exhausts all PDL and is qualified for California Family Rights Act Leave (CFRA) then the employer is also required to maintain their contribution of medical benefits for the employee throughout the duration of CFRA (12 weeks).

Therefore, an employer could potentially be required to maintain coverage for an employee disabled by pregnancy utilizing PDL for up to 4 months (i.e. 17 1/3 weeks) and an additional 12 weeks while using CFRA.

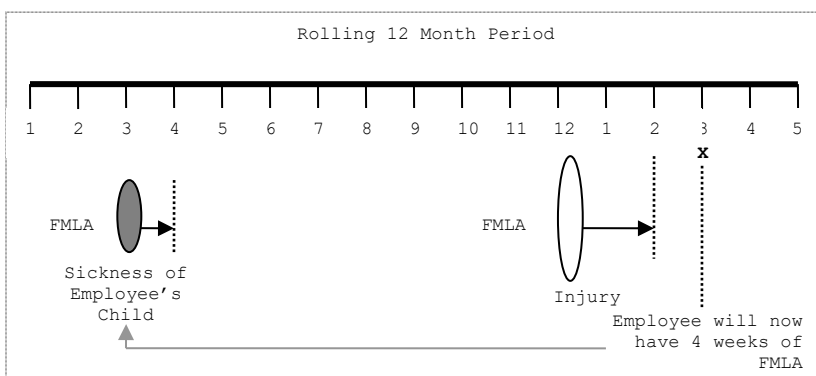


Example 2: A female employee is pregnant and unable to perform one or more of her essential job functions due to the pregnancy. As a result, beginning in month 5 of the pregnancy, the employee utilizes PDL which runs concurrently with FMLA. Once the child is born, the employee begins to use CFRA for the maximum 12 weeks, in order to bond with and care for the baby.

If an employee utilizes PDL leave, and if she is eligible for FMLA leave at the time she takes PDL leave, her FMLA leave shall run concurrently with her PDL leave. Once PDL ends (as explained above), if an eligible employee wishes additional leave to care for a newborn, she is entitled, under CFRA, to take up to twelve (12) additional weeks of leave. All leaves shall run concurrently, when appropriate.



Example 3: An employee is injured and incapable of performing one or more essential functions of his position as a result of the injury. The employee utilizes 12 weeks of FMLA leave in order to recover from the injury.



Example 4: An employee is injured and incapable of performing one or more essential functions of his position as a result of the injury. 9 months prior, the employee took 4 weeks of leave to care for his ill child.

5.9.6 When Both Employees Are City Employees

Under the CFRA, if both spouses or both parents are employed by the City, each parent is entitled to up to 12 weeks of leave to bond with the child/due to the birth of the employee's child.

If both spouses or both parents are employed by the City, leave shall not exceed a combined total for both employees of twelve (12) weeks of leave during a twelve (12) month period, for leave taken:

- Under FMLA leave, to care for the employee's parent with a serious health condition; or
- Under FMLA and CFRA leave, for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement. Any leave taken must conclude within one year of the birth or placement of the child.

NOTE: If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full 12 weeks of FMLA leave. CFRA may provide greater benefits.

5.9.7 Employee Benefits While on Leave

- Leave under this policy is unpaid. However, in appropriate circumstances employees may substitute paid accrued leave where appropriate. While on leave, employees will continue to be covered by the City of Turlock's group health insurance (medical, dental and vision and LTD) at the level and under the same conditions at which that coverage is provided while the employee is on the job. However, employees will not continue to be covered under the City of Turlock's non-health benefit plans which are not provided pursuant to the City of Turlock's group health plans such as life insurance and long term disability. Employees may make the appropriate contributions for continued coverage under the non-health insurance benefits as noted above by payroll deductions or direct payments made to these plans. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City of Turlock shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave, or because of circumstances beyond the employee's control. The City of Turlock shall have the right to recover premiums through deduction from any sums due to the employee from the City of Turlock (e.g. unpaid wages, vacation pay, etc.).
- If an employee does not participate in the City of Turlock's group health insurance, but receives contributions from the plan, those contributions for medical, dental, and vision will continue while the employee is on family leave.

5.9.8 Medical Certification

- For FMLA and CFRA, the Employer should request medical certification within five (5) business days after notice of the need for FMLA or CFRA leave. In all FMLA cases, including FMLA running concurrently with CFRA, employees must provide medical certification within 15 days.
- If leave is for a child, parent or spouse, request must be accepted if properly filled out.

- If leave is for individual, certification must state that the employee is incapable of performing at least one of their essential job functions.
- If certification is incomplete or insufficient, employer must advise the employee as to what additional information is needed, in writing.
- Employer must provide employee with seven (7) days to cure insufficiency.
- If insufficiencies are not cured in the new certification, employer may deny the FMLA leave.
- Medical certification is not required when an employee is taking leave for baby bonding.

For PDL, the medical certification should include:

- The date on which the employee become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
- The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
- A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy or to other persons or a statement that, due to her pregnancy, the transfer or reasonable accommodation is medically advisable.
- If the City of Turlock has reason to doubt the validity of a certification for the employee's own serious health condition, the City of Turlock may require a medical opinion of a second health care provider chosen by the City of Turlock. If the second opinion is different from the first, the City of Turlock may require the opinion of a third provider jointly approved by the City of Turlock and the employee. The opinion of the third provider will be binding. To choose a third provider, the City of Turlock and the employee will each submit a list of three providers. The employee and the City of Turlock must agree on one of these providers. The second and third medical opinions will be at the expense of the City.
- If an employee requests leave intermittently (a few days or hours at a time) or on a reduced work schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced work schedule. If granted Intermittent leave, the employee must make a reasonable effort to schedule planned medical treatments so as not to disrupt unduly the employer's operations.
- If additional leave is required upon the expiration of the time the health care provider estimates for the leave, the City may require the employee to obtain recertification in accordance with the initial certification procedure.

5.9.9 Employee Notice of Leave

- Although the City of Turlock recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible for their need for leave. If the leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed.
- When an employee gives less than 30 days advance notice, the employee must respond to a request from the employer to explain why it was not practicable to give thirty (30) days' notice.

5.9.10 Reinstatement Upon Return from Leave

- Upon expiration of leave and/or disability, an employee is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and all other terms and conditions of employment, unless the assignment to the position has expired as provided in applicable MOU's, or the position has been eliminated. It is the intent of this policy that the employee's use of leave shall not adversely impact their salary, rank, seniority, pension, or other employee benefits.

FMLA	<u>On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replaced or his or her position has been restructured to accommodate the employee's absence.</u> <u>CFR 825.214</u>
CFRA	<u>When granting an employee's request for CFRA leave, the employer shall guarantee that the employee will be reinstated to the same or a comparable position, unless legally excused from doing so. If the employee requests, the guarantee must be provided in writing. Under California law, family care and medical leave shall not be deemed to have been granted unless the employer provides the guarantee.</u> <u>CCR Title 2, Section 7297.3, sSubdivision C</u>

- As a condition of restoration of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification (for FMLA) or return-to-work (for CFRA and PDL) from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of restoration, until such verification is provided, or in termination.

FMLA	<u>When requested by the employer pursuant to a uniformly applied policy for similarly situated employees, the employee must provide medical certification, at the time the employee seeks reinstatement at the end of FMLA leave taken for the employee's serious health condition, that the employee is fit for duty and able to return to work if the employer has provided the required notice; the employer may delay restoration until the certification is provided. Unless the employee provides either a fitness-for-duty certification or a new medical certification for a serious health condition at the time FMLA leave is concluded, the employee may be terminated.</u> <u>CFR 825.214</u>
CFRA	<u>As a condition of the employee's return from leave, the employer may require that the employee obtain and submit a "return-to-work" release from his/her health care provider. The release must state that the employee is able to resume work.</u> <u>CCR Title 2, Section 7297.4</u>

~~— Employees still on probation at the time they began leave under PDL, FMLA, or CFRA may have the probationary period extended at the discretion of the Department Director. The Department Director shall consider factors such as the amount of probationary time remaining and performance of the employee prior to leave in making the decision.~~

5.9.11 Additional Leave Requests

~~If the employee wishes leave beyond that provided for by PDL, FMLA, and CFRA, the employee shall make a written request to the City Manager, through their Department Director, and provide an explanation of the need for the extended leave. Requests for additional leave will be reviewed on a case-by-case basis and granted at the sole discretion of the City Manager. An employee is entitled to no more than twelve (12) total weeks of City-paid health benefits during any unpaid leave taken during a twelve (12) month period, as provided for by the FMLA law.~~

~~Benefits may be extended when an employee is using Pregnancy Disability Leave. Then an employee is entitled to City-paid health benefits for the duration of pregnancy disability leave (PDL) up to four months.~~

~~**Required Forms**— To be submitted to Human ResourcesHuman Relations. Employees must fill out the following applicable forms in connection with leave under this policy:~~

- ~~— “Request for Family or Medical Leave form” prepared by the City of Turlock to be eligible for leave;~~
 - ~~— Medical Certification— either for the employee’s own serious health condition or for the serious health condition of a child, parent or spouse (not required for baby bonding);~~
 - ~~— Authorization for payroll deductions for benefit plan coverage continuation; and~~
- ~~1. Fitness for duty to return from leave form, if appropriate.~~

5.10 INJURY LEAVE

Any employee incurring an injury or disability in the municipal service shall be entitled to injury leave to the extent provided by the State Worker’s Compensation and Insurance Act. Any employee on injury leave shall receive full salary to the extent that their earned vacation and sick leave time is available to be charged for the difference between the full salary and the compensation insurance payments received by the City. Provided, however that such full salary payments are subject to the following conditions:

- a. Worker’s Compensation insurance payments received by the employee, except payments received for permanent total or partial disability, shall be deposited in the City Treasury for the period the employee continued to receive full salary from the City; and,
- b. Upon the expiration of available earned vacation leave and sick leave, payment of salary by the City shall be discontinued and compensation insurance payments applicable to continued compensation leave shall be and compensation insurance payments applicable to continued compensation leave shall be endorsed to the employee. Once an employee has exhausted their time on the books, continuation of benefits will cease. Employees may elect to pay the premiums on insurance plans which they wish to continue

coverage.

SAFETY EMPLOYEES – Safety employees who are injured as a result of performing their jobs, are covered under Section 4850 of the Labor Code as it relates to administration of Worker's Compensation benefits.

5.11 BEREAVEMENT LEAVE

Employees holding regular appointments in all departments shall be granted Bereavement ~~Leave~~ for the first and second degree of consanguinity on the following basis:
~~Leave for the first and second degree of consanguinity on the following basis:~~

1. If the services ~~are~~ is within three hundred (300) miles of the City of Turlock, not to exceed four (4) working days.
~~four (4) working days.~~
2. If the service is more than three hundred (300) miles from Turlock, not to exceed six (6) working days.
~~working days.~~

The degrees of consanguinity shall be determined as follows:

1st Degree	2nd Degree
Spouse/ <u>Registered Domestic</u>	Grandmother/Grandfather
<u>Partner</u>	Granddaughter/Grandson
Mother/Father	Sister/Brother
Son/Daughter	

Relationships noted above shall include in-laws and step relations.

Authorized Bereavement leave shall not be charged to sick leave.

Section 5.11 (a)

Under California law, an employee who has been employed by the City for 30 days or more is eligible to take up to five (5) days of unpaid bereavement leave. Leave under California law must be taken consistent with the bereavement policy at Section 5.11. This leave is not in addition to leave provided above under Section 5.11. California bereavement leave may be taken upon the death of a qualifying family member and must be taken within 30 days of the death. Leave need not be taken all at once.

Under California law, a qualifying family member is a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law of the employee. "Child" includes biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

If leave is taken for a qualifying member and service is within 300 miles from Turlock, the employee will be eligible for up to four (4) paid days of bereavement leave under Section 5.11 and one (1) unpaid day under this section. However, the employee may use accruals for the last unpaid day. Under California law, the qualifying employee may use vacation, personal leave, or accrued and available sick leave, or compensatory time off that is

otherwise available to the employee.

Upon request of the City, within 30 days of the first day of the leave, the employee shall provide documentation of the death of the family member.

Probationary employees who have worked less than 30 days for the City are not eligible for bereavement leave.

5.12 MILITARY LEAVE

Military leave shall be granted in accordance with Section 395 of the Military and Veterans Code as well as federal law. An employee entitled to military leave shall give his Department Director an opportunity within the limits of military regulations to determine when such leave shall be taken. An employee requesting leave for this purpose shall provide the Department Director with a hard copy of the military orders specifying the dates, site, and purpose of mission. Within the limits of such orders, the Department Director may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. Employees on temporary military leave of absence shall receive compensation in accordance with California State law or Federal law, whichever provides the employee with the greater benefit.

Additionally, employees who work more than 20 hours per week and have a spouse or registered domestic partner in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse or registered domestic partner is on leave from (not returning from) military deployment.

Employees must request this leave in writing to [e.g., supervisor, Human Relations DirectorR-manager] within two business days of receiving official notice that their spouse or registered domestic partner will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse or registered domestic partner will be on leave from deployment.

5.13 SPECIAL LEAVE WITH PAY

Special leave with pay may be granted by the City Council for an employee to participate in activities of benefit to the City.

5.14 SPECIAL LEAVE WITHOUT PAY

A maximum of six (6) months of Special Leave Without Pay may be granted to an employee by the City Manager **when-ever** such leave is considered to be in the best interest of the City. In determining the City's interest in granting Special Leaves of Absence without pay, the City Manager will consider: the performance ratings of the employee requesting the leave, the reasons for the leave and the ability of the affected department to continue its provision of service without the employee.

5.15 JURY DUTY AND COURT WITNESS LEAVE

5.15.1 Jury Duty

~~A leave of absence with pay will be granted by a Department Director to an employee who is called for jury duty. Employees called for jury duty will be entitled to a leave of absence with pay. Any payment other than payment from the City, except travel pay, received by the employee shall be deposited with the City. A leave of absence with pay will be granted by a Department Director to employees who have been requested to serve as a court witness because of employment with the City.~~

~~A leave of absence may be granted by a Department Director to employees who have been requested or subpoenaed to serve as a court witness for any other reason; however, employees will be required to utilize accrued time off in order to be paid for that time off. Employees must notify their supervisor as soon as they receive a jury summons. If an employee is required to report for jury duty during his/her their working hours, he/she they will be excused from work on the work day he/she they performs jury service, provided he/she they gives prior notification to your their supervisor. If he/she they reports for jury duty and are not selected as a juror, or if the court dismisses the proceedings early for the day, he/she they must return to work as soon as practicable, for the remainder of the work day.~~

5.15.2 Court Witness

~~A leave of absence with pay will be granted by a Department Director to employees who have been requested to serve as a court witness because of his or her their employment with the City. This does not apply if an employee elects to serve as an expert witness. If an employee elects to serve as an expert witness, he or she they may use accrued vacation or compensatory time off paid sick leave.~~

5.15.3 Criminal Proceedings/Victim's Rights Crime Victim Time Off and Accommodation

An employee who is, or who has a family member who is, a "victim" may take time off in order:

- (1) To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.
- (2) To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.
- (3) To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
- (4) To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.
- (5) To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.

(6) To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.

(7) To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.

(8) To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.

(9) To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

(10) To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

In general, an eligible employee may take up to 12 weeks of leave under this policy. However, if an employee's family member is a victim who is not deceased as a result of a crime, and the employee is not a victim, and the employee takes leave pursuant to paragraph (6) above, the City may limit the leave taken for that reason to five (5) days. In addition, if an employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, the City may limit the total leave taken under this policy to 10 days.

Leave provided under this policy shall run concurrently with FMLA and/or CFRA leave taken by the employee (if the employee is otherwise eligible for such leave). This policy does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the 12 weeks provided under the FMLA.

For purposes of this policy a "victim" is defined as an individual against whom a qualifying act of violence is committed, regardless of whether anyone is arrested, prosecuted, or convicted, which is defined as:

- Domestic violence,
- Sexual assault,
- Stalking, or
- An act, conduct, or pattern of conduct that includes any of the following: (i) bodily injury or death to another individual; (ii) drawing, brandishing, or using a firearm, or other dangerous weapon; (iii) use, or a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

"Family member" means any of the following: a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person (as such terms are defined by the CFRA).

The employee is required to provide the City reasonable advance notice of the employee's intention to take time off, unless the advance notice is not feasible. When an unscheduled absence occurs, the City will not take any action against an employee, if the employee, within a reasonable time after the absence, provides certification to the City upon the City's request.

Sufficient certification consists of:

(A) A police report indicating that the employee or a family member of the employee was a victim.

(B) A court order protecting or separating the employee or a family member of the employee from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or a family member of the employee has appeared in court.

(C) Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a family member of the employee was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.

(D) Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under this section.

This leave is unpaid by the City, but an employee may use any accrued vacation or sick leave for such time off. The City shall maintain the confidentiality of any employee requesting this leave consistent with applicable law.

In addition to the above, the City shall not do any of the following:

- Discharge or in any manner discriminate or retaliate against an employee, including, but not limited to, an employee who is a victim, for taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. For purposes of this provision only, a victim is person against whom any crime has been committed.
- Discharge or in any manner discriminate or retaliate against an employee who is a victim for taking time off from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child. The employee is required to provide the City reasonable advance notice of the employee's intention to take time off under this provision, unless the advance notice is not feasible. When an unscheduled absence occurs, the City will not take any action against an employee, if the employee, within a reasonable time after the absence, provides the certification described above to the City upon the City's request.

Reasonable Accommodation

The City will provide reasonable accommodations to employees who are, or whose family members are, victims and who request such accommodation for the safety of the employee while at work, consistent with applicable law. A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, permission to carry telephone at work, changed work station or installed lock; assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs in the workplace; an implemented safety procedure; or another adjustment to the employee's job duties and position.

To request an accommodation under this policy, an employee should contact Human Resources. The City will engage in a timely, good faith interactive process with the employee to identify effective reasonable accommodations which do not pose an undue hardship, if any. In determining whether a possible accommodation is reasonable, the City will consider an exigent circumstance or danger facing the employee or their family member. The City may require an employee requesting reasonable accommodation to provide:

- a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the accommodation is for a permissible purposes; and
- certification confirm the employee's or their family member's status as a victim. The City may request re-certification every six (6) months from the date of the prior certification.

The City will maintain the confidentiality of the victim status of the employee or their family member, and of any documentation that identifies them as such, except as required by law or as necessary to protect the employee's safety in the workplace.

No Retaliation

The City will not retaliate against an employee for any of the following reasons:

- for requesting a reasonable accommodation under this policy.
- because of the employee's status, or the employee's family member's status, as a victim if the employee provides notice to the City of the status or the City has actual knowledge of the status.
- for requesting or taking time off under this policy.

The City prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological

or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the City with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the City with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued leave benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible. Employees may use accrued benefits, such as vacation time or sick leave

5.16 PARENTAL LEAVE FOR SCHOOL-RELATED ACTIVITIES

Employees who are parents, guardians, or custodial grandparents will be granted up to forty (40) hours per year to visit their child's school or licensed day-child care provider for the child's school activities. Time off will be without pay unless the employee elects to use accumulated vacation time or compensatory time, or unless paid time off is specifically provided by the applicable Memorandum of Understanding. The employee must give reasonable notice to his/her their supervisor before participating in the school activity.

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off to attend a school conference involving the possible suspension of their child. To be eligible for leave, the child must be living with the employee, and the employee must provide advance notice that his or her their appearance at the school has been requested.

The City may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

Employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off with pay.

5.17 DOMESTIC VIOLENCE OR SEXUAL ASSAULT MEDICAL LEAVE AS A REASONABLE ACCOMMODATION

Employees may be provided with an unpaid medical leave of absence as a reasonable accommodation, if they are unable to work due to a qualifying disability and have exhausted, or are ineligible for, FMLA, CFRA, or Pregnancy Disability Leave ("PDL"). Employees who believe they need such a leave of absence should bring the request forward to their supervisor or Human Resources, so that the City can engage in a timely interactive process. The City may require certification from the employee's health care provider that the employee has a qualifying disability, is unable to perform the essential function(s) of their role with or without reasonable accommodation, and the expected duration of the leave. The City will evaluate the leave request on a case-by-case basis consistent with applicable law.

Employees on leaves approved under this policy may use any accrued paid sick leave or vacation time. Such paid sick leave or vacation time will be integrated with any State Disability Insurance benefits received by the employee, so that the employee receives no more than 100% of their usual compensation. During the leave, employees may be offered COBRA and be responsible for the premium payments, consistent with the terms and conditions of the City's health plan(s).

Employees who receive a leave under this policy should contact Human Resources with any updates to their work status or planned return-to-work date. Employees who wish to extend their leave beyond their planned return-to-work date may be required to obtain additional certification from their health care provider so that the City can evaluate their request for a leave extension consistent with applicable law. Prior to returning to work, employees may be required to obtain certification from their health care provider stating that they are released to work with or without reasonable accommodation.

Employees who are the victim of domestic violence or sexual assault may take leave in order to: seek medical attention for injuries caused by domestic violence or sexual assault; obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault; obtain psychological counseling related to an experience of domestic violence or sexual assault; and participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation. Employees may also take leave in order to obtain or attempt to obtain relief to help ensure the health, safety, or welfare of themselves or their child, including but not limited to a temporary restraining order, restraining order or other injunctive relief.

Such time will be unpaid, unless the employee elects to use vacation time, compensatory time, paid sick leave or other available accrued paid leave.

Employees must give their supervisor reasonable advance notice of the intent to take time off, if Feasible, and provide certification that the employee has been a victim. This information will be kept confidential as allowable by law.

Feasible, and provide certification that the employee has been a victim. This information will be kept confidential as allowable by law.

5.17.1 Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

The City will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that the City accommodate his or her safety while at work, unless providing the accommodation will impose an undue hardship on the City's business operations or violates the City's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs at the workplace; safety procedures; or other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault or stalking or referral to a victim assistance organization.

Employees may also be entitled to a leave of absence under the City's Domestic Violence, Sexual Assault or Stalking Victim Leave policy and should consult that policy and/or Human Resources/Human Relations for additional information.

The City may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The City may also require an employee to provide a certification, such as police report, court order or documentation from a medical professional, that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months.

Employees must notify the City if their needs change or if they no longer need an accommodation.

5.18 BONE MARROW/ORGAN DONOR LEAVE

Eligible employees who undergo a medically necessary procedure to donate bone marrow to another person will be provided with five workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins his or her/their leave. Employees may take leave in one or more periods, as long as the leave does not exceed five days in any one-year period.

Eligible employees who undergo a medically necessary procedure to donate an organ will be provided with up to 30 workdays off in any one-year period, and up to an additional 30 business days of unpaid leave in any one-year period for the purpose of donating an organ to another person without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins his or her/their leave. Employees may take leave in one or more periods, as long as the leave does not exceed 360 days in any one-year period.

Employees are eligible for leave if they have worked for the City for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees **must** use up to five days of earned but unused sick leave, or vacation, or paid time off for bone marrow donation and up to two weeks of earned but unused sick time, or vacation, or paid time off for organ~~ization~~ donation unless otherwise provided in the applicable MOU. ~~all available accrued sick or vacation time concurrently with this time off. If an employee does not have enough earned sick or vacation time to cover the leave period,~~ The remaining days of leave will be paid by the City to the extent required by law. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, annual leave or seniority.

While on bone marrow donor leave, the City will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to his or her their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she they did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had he or she they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The City will not retaliate or tolerate retaliation against any employee for requesting or taking bone marrow or organ donor leave in accordance with this policy.

5.19 EMERGENCY RESPONDER LEAVE

The City will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty. In the event you need to take time off for this type of emergency duty, please alert your supervisor or Human ResourcesHuman Relations before leaving the City's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to ensure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city and county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the sState.

All time off taken under this policy is unpaid, except that exempt employees will be paid when required under applicable law.

5.20 CIVIL AIR PATROL LEAVE

No employee with more than 90 days of service shall be disciplined for taking time off to

perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so, giving as much advance notice as possible.

Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the City.

5.21 REPRODUCTIVE LOSS LEAVE

Upon a reproductive loss event, employees who have been employed by the City for at least 30 days are eligible to take up to five (5) days of reproductive loss leave. If an eligible employee experiences multiple reproductive loss events within a 12-month period, the employee may take no more than 20 days total of reproductive loss leave within the 12-month period.

Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the eligible employee to such leave, except that if, prior to or immediately following the reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act Leave, or any other leave pursuant to state or federal law, the employee must complete their reproductive loss leave within three (3) months of the end date of the other leave. Reproductive loss leave is unpaid, except that an eligible employee may use any accrued, unused vacation or paid sick leave during the leave.

Employees should provide notice of their need for reproductive loss leave as soon as practicable to Human Relations. The City shall maintain the confidentiality of any employee requesting leave, and any information provided to the City by a requesting employee shall not be disclosed except to Human Relations or management, as necessary, or as required by law. The City prohibits retaliation in any form against an employee who exercises their right to reproductive loss leave or as otherwise provided by applicable law.

Within this policy, a “reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as those terms are defined below:

- “Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to an employee who would have been a parent of the adoptee if the adoption had been completed.
- “Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to an employee who would have been a parent of a child born as a result of the surrogacy.

- “Miscarriage” means a miscarriage by an employee, by the employee’s current spouse or domestic partner, or by another individual if the employee would have been a parent of a child born as a result of the pregnancy.
- “Stillbirth” means a stillbirth resulting from an employee’s pregnancy, the pregnancy of an employee’s current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to an employee, the employee’s current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy.
- “Assisted reproduction” means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation and does not include any pregnancy achieved through natural means.

Chapter 6: Workplace Violence Policy

6.1 PolicyPOLICY

The City of Turlock is committed to providing a safe work environment that is free of violence, threats of violence, and/or threatening acts. Any violent or threatening conduct of any kind on City premises or involving City-related activities will not be tolerated (whether it is direct against a co-worker, manager/supervisor, volunteer or outside party). The City of Turlock will act quickly and firmly to investigate all incidents of workplace violence and take appropriate disciplinary action against offending employees. All reports will be taken seriously and investigated promptly and thoroughly. If deemed necessary, the City will prosecute those employees or non-employees (volunteers) who threaten, endanger, or intimidate others.

6.2 PURPOSEPurpose

The City of Turlock recognizes that workplace violence is a growing concern for both the employees and the employers. The purpose of this policy is to ensure a violence-free workplace and affirm the City’s commitment to providing a safe and secure workplace. The City of Turlock will hold all managers, supervisors, and employees accountable should they commit acts of intimidation or violence at work. Further, this policy is designed to provide avenues of resolution and support for employees who experience violence at work; and will warn of the potential disciplinary consequences if they engage in violent behavior during the course of their employment.

6.3 Definition of Workplace ViolenceDEFINITION OF WORKPLACE VIOLENCE

Workplace violence consists of violent or potentially violent verbal or physical acts which occur on an employer’s premises and/or at other locations where employees are engaged in work- related activities. The City of Turlock defines workplace violence as follows:

1. **Act of Violence** means any assault, battery, or stalking with the intent or implied intent to harm a person or property.
2. **Threat of violence** means a statement or course of conduct that could cause a reasonable person to believe that he or she is under threat of death or bodily injury or that his/her property would be damaged.
3. **Intimidation or harassment** towards others means to torment persistently to where an individual becomes timid or fearful.

6.4 EXAMPLES OF PROHIBITED VIOLENT CONDUCT~~Examples of Prohibited Violent Conduct~~

Examples of workplace violence include, but are not limited to the following:

1. Threats– Violence in the workplace is not limited to physical acts. Verbal threats, whether or not such comments are accompanied by any physical component, undermine workplace safety and security.
2. Threatening, physically aggressive, or violent behavior– May include physically dominating or “bullying” someone, whether actually touching them or not such as looming over them, blocking their path **etc.**
3. Other behavior that suggests a propensity towards violence– May include belligerent speech, excessive arguing or swearing, destruction and/or defacement of City property or facilities, or a demonstrated pattern of refusal to follow City policies and procedures, or to maintain effective working relationships with City employees and others contacted in the course of work.
4. Carrying Weapons– With the exception of authorized police personnel, bringing weapons, firearms, or other potentially harmful devices of any kind on City **prems**ises, in City parking lots, into City vehicles, while conducting City business **if** while involved in any City-related functions is prohibited.

A zero tolerance applies to any of the following which shall also be considered violent acts:

- a. Striking, punching, slapping or assaulting another person.
- b. Fighting or challenging another person to fight.
- c. Grabbing, pinching or touching another person in an unwanted way.
- d. Damaging/destruction of City property or property of others.
- e. Using different means of communication to express anger or irritation in a form that can be considered threatening or bullying (Ex: letters, e-mails, phone calls/voicemails, text messages, blogs or social media sites)

6.5 REPORTING WORKPLACE VIOLENCE~~Reporting Workplace Violence~~

All City if Turlock employees are responsible for communicating and implementing this policy. Any employee who has been a victim of an act or threat of violence, or who has witnessed or been made aware of such behavior or incidents in the workplace, shall be expected to immediately report all facts of the incident(s) and name(s) of the individuals

involved.

No employee who, acting in good faith, initiates a complaint or reports and incident under this policy shall be subject to retaliation or harassment for doing so. To the greatest extent possible the City will maintain the confidentiality of the reporting individual and of the investigation.

6.6 RETALIATIONRetaliation

Employees must feel comfortable in reporting potential actual violence in the workplace in order for the City to resolve these situations. Any retaliation against an employee for reporting violent or potentially violent behavior, or participating in a subsequent investigation, will not be tolerated. Any employee engaging in retaliatory behavior, which is found to be in violation of this policy, will be subject to disciplinary action in accordance with the City's Personnel Rules and Regulations.

6.7 RESPONSIBILITIESResponsibilities

1. Except as set forth below, the City Manager is responsible for enforcement of the City Policy Against violence in the workplace.
2. The ~~Human Resources Manager~~Human Relations Director is responsible for ensuring that all complaints of violence are investigated thoroughly and promptly, including presentation of recommendations for any necessary action to the City Manager, Department Director, or Department Manager.
3. Every Department Director is responsible for informing all employees of the City Policy Against Violence in the Workplace and for taking the steps necessary to set a positive example in the prevention of violence.
4. Every Supervisor is responsible for taking immediate and appropriate corrective action upon the observation of any incident of violence or upon receipt of an oral or written report of any occurrence of violence in the workplace.
5. Every City Employee is responsible for reporting any act of violence to the immediate Supervisor, Department Manager, Department Director, ~~Human Resources Manager~~Human Relations Director or the City Manager.

6.8 COMPLAINT RESOLUTION PROCEDURESComplaint Resolution Procedures

City employees shall report any act of violence to their immediate Supervisor, Department Manager or Department Director. The ~~Human Resources Manager~~Human Relations Director will investigate and attempt resolution of the violence complaints in accordance with the City's Complaint Procedure.

Chapter 7: Disciplinary Procedures

Unless provided otherwise, these disciplinary procedures apply to all City employees. To the extent an employee is covered by the terms of a Memorandum of Understanding or an employment agreement which is inconsistent with these procedures, the Memorandum of Understanding or employment agreement will govern.

7.1 DISCIPLINE AND CORRECTIVE ACTION OF REGULAR EMPLOYEES OF THE COMPETITIVE SERVICE

7.1.1 Purpose

The purpose of this procedure is to provide employees subject to disciplinary action with all rights to which they are entitled to by law; to provide an orderly procedure for pre-action notice, response, implementation, and appeal; and to correct deficiencies in employee performance and to assure improvement to meet job standards.

These procedures do not apply to at-will employees, probationary employees, or temporary employees, who may be terminated for no reason or any reason not prohibited by law. To the extent an employee is covered by the terms of a Memorandum of Understanding or an employment agreement which is inconsistent with this procedure, the Memorandum of Understanding or employment agreement will govern.

7.1.2 Employee Representation

An employee may have a representative at all stages of the disciplinary or corrective process provided that the representative is not a party to the action.

7.1.3 Types of Corrective Action/ Discipline

Corrective action may consist of:

- An oral warning;
- A written reprimand; and/or
- A Performance Improvement Plan (PIP) designed by a supervisor or Department head aimed at correcting specific deficiencies in an employee's performance.

Discipline may consist of:

- A suspension without pay for up to thirty (30) days;
- A reduction in pay (to a lower salary step in a given range);
- A demotion to a lower classification; and/or
- Termination.

7.1.4 Administrative Leave

An employee may be placed on paid administrative leave pending investigation of facts possibly giving rise to the potential need for discipline.

7.1.5 Causes for Discipline

An Employee in the competitive service who has regular status is subject to disciplinary action. Each of the following shall constitute cause for discipline: Each of the following, includes, but shall not be limited to, causes for correction, or discipline up to and including termination. In any case, this section shall not alter the nature of employment for any employee who serves in an "at-will" capacity.

- A. Omission or willful misrepresentation of material fact or other fraud in securing employment;
- B. Incompetence;
- C. Inefficiency;
- D. Inexcusable neglect of duties;
- E. Insubordination;
- F. Dishonesty;
- G. Improper use of drugs, including (1) drunkenness intoxication on duty, (2) use of illegal drugs while on duty, (3) incapacitate for proper performance of duties by prior use of drugs incapacity to perform duties caused by drug use. The terms "drugs" shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol, prescription drugs that impair ability to work, or any other mind-altering substances;
- H. Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins;
- I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection for a crime with a nexus to the workplace that prevents an employee from sufficiently performing his or her job duties;
- J. Discourteous treatment of the public or other employees;
- K. Willful disobedience;
- L. Misuse of City property;
- M. Inconsistent, incompatible or conflicting employment, activity or enterprise;
- N. Violation of an established departmental rule;
- O. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee's department or employment;
- P. Excessive Absenteeism.

7.1.6 Notice of Proposed Disciplinary Action

Prior to the imposition of discipline consisting of suspension without pay, reduction in pay, demotion, or termination, a regular employee shall be provided a written notice or "Skelly letter" by the Department Director proposing to implement discipline which contains:

- Notice of the proposed action;
- The reasons for the proposed action;
- A copy of the charges and any materials upon which the proposed action is based;
- Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative who may be an attorney;
- The date and time of the response or "Skelly" meeting, which shall be held in no less than seven (7) calendar days after service of the Notice, during which the employee and his or her representative shall have an opportunity to refute the charges, present facts that may not be known, or offer alternatives to the proposed action;
- Notice that if the employee fails to attend the response meeting, the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

7.1.7 Response Meeting

At the time and place set for the response or "Skelly" meeting giving the employee the opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative to the City Manager or their designee, who shall serve as the "Skelly Officer".

Neither party shall be entitled to call witnesses or take testimony.

At the meeting, the Skelly Officer ~~Department Director~~ may consider information contained in the charges and recommendations, as well as information presented by the employee or his or her representative.

At the conclusion of the response meeting or within ten (10) business days, the City Manager or their designee ~~Department Director~~ shall issue a written order, implementing or determining not to implement the proposed disciplinary action. The City Manager ~~Department Director~~ may implement an action that is of lesser severity than what was initially proposed. If longer than ten business days is needed for the City Manager ~~Department Director~~ to issue a written order, the employee and his or her representative will be notified of the need for more time.

7.1.8 Implementation of Discipline

When the discipline is imposed by the City Manager ~~Department Director~~, a copy of the order shall be served upon the employee either personally, or by registered certified mail, return receipt requested, at the last known address on file with the City. The order shall include:

1. A statement of the discipline imposed;
2. Effective date of the discipline;
3. A statement of the causes for the discipline;
4. A statement of the specific facts or omissions upon which the discipline is based;
5. A statement advising the employee of his or her rights to appeal the disciplinary action, if any. This statement shall include the manner and time within which an appeal must be taken, and the required content of the appeal notice.

Disciplinary action consisting of a suspension without pay, reduction in pay, demotion, or termination may be appealed by a regular employee pursuant to the Personnel System Rules and Regulations Section 7.1.9.

7.1.9 Disciplinary Appeal Procedure

After service of an order of disciplinary action consisting of a suspension without pay, reduction in pay, demotion, or termination as specified in this Section, a regular employee or his or her representative may appeal the discipline to the City Council, which may choose to assign an advisory hearing officer. A written request for an appeal must be served on the City Manager within ten (10) business days following the date of the order of discipline.

7.1.10 Selection of Hearing Officer

If the City Council chooses to assign the hearing to an advisory hearing officer, the City shall select a hearing officer from The appeal shall be heard by a hearing officer provided by the City by a non-profit organization or governmental agency with whom the City has contracted to conduct hearings pursuant to this Section, such as the California State Mediation & Conciliation Service. No hearing officer shall be compensated or evaluated, directly or indirectly, based upon the outcome of any hearing.

7.1.11 Appeal Hearing and Decision

The appeal hearing shall be an evidentiary hearing with due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. However, the formal rules of evidence shall not apply, and the City Council or hearing officer shall be entitled to rely upon any evidence that reasonable persons would commonly rely upon in the course of the conduct of their business.

Within thirty (30) days of the conclusion of the hearing, the City Council or hearing officer shall render a written decision. The decision of the City Council or hearing officer shall be provided to both parties.

7.1.12 City Council

Any decision of a the hearing officer shall be advised by ory to the City CouncilCity Manager. Upon review of the decision, the City CouncilCity Manager may affirm, modify,

reverse, or otherwise resolve the disciplinary action. In accordance with Section 2-4-504 of the Municipal Code, the City Council may choose to hear the appeal directly and render the decision itself. The decision of the City Council ~~City Manager~~ shall be final subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

Chapter 8: GRIEVANCES

Unless provided otherwise, these grievance procedures apply to all City employees. To the extent an employee is covered by the terms of a Memorandum of Understanding or an employment agreement which is inconsistent with these procedures, the Memorandum of Understanding or employment agreement will govern.

8.1 Grievances**GRIEVANCES**

A grievance is defined as an alleged violation of a City rule, policy, or procedure.

8.2 First Step – Informal Procedure**FIRST STEP – INFORMAL PROCEDURE**

An employee or their representative ~~having a grievance arising from employment in the municipal service~~ shall seek adjustment of ~~the~~any grievance initially with their immediate supervisor within ten (10) working days of the event which is the subject of the grievance.

8.3 SECOND STEP – DEPARTMENT DIRECTOR**Second Step – Department Director**

Should the immediate supervisor be unable to make a satisfactory adjustment ~~to the grievance~~, or be a party to the grievance, the employee or their representative may seek adjustment through the Department Director within ten (10) working days of the immediate supervisor's response. The grievance shall be submitted to the Department Director in writing and with the following information:

- a. Nature of the grievance.
- b. Date when the incident occurred.
- c. Description of the incident.
- d. Rule, policy, or procedure violated.
- e. Specific remedy sought by the Grievant(s).

8.4 THIRD STEP – CITY MANAGER**Third Step – City Manager**

Should the Department Director be unable to make a satisfactory adjustment ~~within 10 working days to the grievance~~, or be a party to the grievance, the employee or his representative may seek adjustment through the City Manager within ten (10) working days of the Department Director's response. a written request and statement of facts to the City Manager. At the same time, the employee shall submit a copy of such request to

~~his Department Director.~~ The City Manager shall investigate the ~~concern~~problem, and may call on independent consultants as ~~they~~he considers necessary, and shall state ~~their~~his decision to the employee and ~~their~~his Department Director in writing, within ~~ten~~ (10) working days after receiving the grievance. The decision of the City Manager shall be final and binding on all parties.

~~Formal Procedure~~

~~An employee in the municipal service holding a regular appointment who is suspended for more than three (3) days, demoted or dismissed by the City Manager, or who alleges that those sections of the Personnel Ordinance or Rules relating to promotion, demotion, reduction, suspension and dismissal have been violated by the City Manager shall be entitled to be heard before the City Council. The affected employee shall provide a written request filed with the City Clerk within 10 work days from the effective date of the notice of such action from which the employee seeks exception. The written request for a hearing before the City Council shall be processed as follows:~~

~~a. Within twenty (20) days of filing of a written request for a hearing, the City council shall investigate the charges and may call on independent consultants as it considers necessary, and shall conduct a hearing.~~

~~b. The hearing before the City Council may be public or private at the option of the employee; and, the employee may be represented by legal or another representative.~~

~~c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely upon in the conduct of serious affairs. Such evidence may be used regardless of the existence of any common law or statutory rule which might make the admission of such evidence improper in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they may now and hereafter be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.~~

~~d. Such evidence may be used regardless of the existence of any common law or statutory rule which might make the admission of such evidence improper in civil actions.~~

~~e. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they may now and hereafter be recognized in civil actions.~~

~~df. The City Council shall, within 10 days of the hearing, render its decision in writing and the City Clerk shall direct copies thereof to the City Manager, the employee requesting said hearing, and the Department Director concerned.~~

~~eg. The decision of the City Council may sustain, revoke, or modify the suspension demotion, reduction in pay, or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal.~~

~~f. In the event the City Council revokes or modifies a suspension, demotion, reduction in pay, or dismissal and orders the employee reinstated to his former position, it shall direct the payment of salary to the employee for the period of time the City Council rescinds the action.~~

Chapter 9: Layoffs

Unless provided otherwise, these layoff procedures apply to all City employees. To the extent an employee is covered by the terms of a Memorandum of Understanding or an employment agreement which is inconsistent with these procedures, the Memorandum of Understanding or employment agreement will govern.

9.1 LAYOFFS/REDUCTIONS IN WORKFORCE~~Layoffs/Reductions In Force~~

The City Manager may lay off an employee in the municipal service upon two (2) weeks written notice because of material change in duties, reorganization, or shortage of work or funds.

9.2 SENIORITY~~Seniority~~

Seniority for purposes of layoff shall be determined by continuous service within the classification subject to reduction. A tie in seniority for a classification subject to layoff shall be broken by the Department Director. The Department Director shall consider past performance and qualifications, as reflected in official documentation in the employee's personnel file in determining the most senior employee.

9.3 BUMPING RIGHTS~~Bumping Rights~~

A senior employee may bump/displace a junior employee serving in the same classification, or in a lower classification that the senior employee previously served in. A senior employee may also bump/displace a junior employee serving in a lower classification within the same class of positions that the senior employee serves in.

9.4 REEMPLOYMENT~~Reemployment~~

Employees subject to layoff shall be placed on a reemployment list based on their seniority ranking, and for a period of one (1) year. The City shall notify employees on the reemployment list of any vacancies that occur within classification(s) previously held by the employee, and offer reemployment in reverse order of layoff.

~~A statement certifying whether or not the services of the employee have been satisfactorily satisfactoryrily shall be given to the employee, and a copy shall be kept in the employee's personnel file. If the employee's services have been satisfactory, he or she shall be considered for re-employment for up to one (1) year from the date of lay off. If not certified~~

~~as having given satisfactory service, the employee may request a hearing as provided by the Personnel Ordinance and these rules.~~

~~An employee having seniority based on continuous service in the affected classification and having given satisfactory service may be demoted or transferred to another vacant position for which he or she is qualified, instead of being laid off.~~

~~For the purpose of aiding in determining order of layoff, total cumulative time served in the City service shall include time served on military leave of absence.~~

~~The names of probationary and regular employees laid off shall be placed on re-employment lists for classes which, in the opinion of the City Manager, require basically the same qualifications and duties and responsibilities of those of the class positions from which layoff was made.~~

~~Names of persons laid off shall be placed upon re-employment lists in order of their competence, based on evidence contained in performance evaluation and Department Director assessment for re-employment purposes.~~

Chapter 10: Miscellaneous Policies

10.1 EMPLOYEE CONDUCT

10.1.1 Political Activity

~~Political activity of municipal employees shall be restricted in accordance with the Personnel Ordinance. Employees may not pose for campaign materials nor participate in any other political activities during working hours, on City property, or in City uniforms or while wearing other apparel or badges indicating their City employment. Employees may not participate in political activities of any kind while on City-owned or City-Controlled property, other than property that the City makes available to the general public for the use of political purposes such as a public place or City sidewalk. City employees shall not use City resources to support or oppose a candidate for any elective office, use City resources to support or oppose a recall effort, support or oppose any initiative, referendum or ballot measure, or engage in political activities during working hours and/or while on City property. Violation of these rules can result in disciplinary action.~~

10.1.2 Solicitation of Contributions

No appointed or elected City Official, employee or candidate for City office shall in any way solicit or receive contributions or services while on the job for any political purpose, from any city employee or applicant, or appointive official.

10.1.3 Acceptance of Gifts

Gifts to the City shall be accepted by City Council motion.

Elected and appointed City officials and employees shall not accept any tip, special gift of value, or other consideration because of services rendered in their official capacity as city

officers or employees.

10.1.4 Use of City Equipment

City vehicles and equipment are to be used for City business only.

Exceptions may be authorized, in writing, by the City Manager.

10.1.5 Financial Affairs

Employees shall arrange their personal financial affairs so that creditor and collection agencies need not call on City offices in making collections.

When garnishment or wage attachment is required on a City employee, the City shall charge an administrative fee which represents the time and materials required to process the same.

10.1.6 Outside Employment

Full-time employees may not carry on concurrently with their municipal service, any private business or undertaking, attention to which affects the time or quality of their work or which tends to discredit the City government, or which may result in a conflict of interest with their duties with the City.

~~business or undertaking, attention to which affects the time or quality of their work or which tends to discredit the City government, or which may result in a conflict of interest with their duties with the City.~~

Outside work or private business or undertaking of full-time employees is permitted only upon recommendation of the Department Director and approval of the City Manager.

10.1.7 Use Of City Equipment

City Vehicles and equipment are to be used for City business only. Exceptions may be authorized by the City Manager.

Exceptions may be authorized by the City Manager.

10.2 TRANSFER, PROMOTION, DEMOTION, SUSPENSION AND REINSTATEMENT

10.2.1 Transfer

After written notice to the City Manager, an employee may be transferred by the Department Director at any time from one position to another position in the same or comparable class. If the transfer involves a change from the jurisdiction of one

Department Director to another, both must consent thereto unless the City Manager orders the transfer for purposes of economy or efficiency. No person shall be transferred to a position for which they do ~~he does not~~ possess the minimum qualifications. Employees who transfer into another department or like classification may be required to serve a new probationary period as a condition of transfer.

10.2.2 Promotion

The City Manager, after consulting with the Department Director concerned, shall determine whether vacancies in the municipal service shall be filled by promotion from within the municipal service, or by open competition, whichever he or she considers to be in the best interest of the service.

10.2.3 Demotion

The City Manager, after consulting with the Department Director concerned, may demote an employee whose ability to perform their ~~his~~ required duties falls below standard, or for a disciplinary purpose or due to a re-organization which results in a lesser level of responsibility to be performed by the incumbent. No employee shall be demoted to a position for which he or she does not possess the minimum qualifications. Written notice of the demotion shall be given to the employee two (2) weeks before the effective date of the demotion.

3.4 Salary Reduction

~~After consulting with the appropriate Department Director, the City Manager may make salary reductions within the allowed salary range as a result of an employee's diminished service value.~~

3.5 Suspension Without Pay

~~A Department Director, for clearly stated reasons of just cause, may suspend an employee under his supervision, for as much as three (3) work days without pay. The Department Director shall submit a report of such action to the City Manager as soon as practicable, during the period of the suspension.~~

10.2.4 Reinstatement

Upon recommendation of the affected Department Director and the approval of the City Manager, an employee who has resigned with a good record may be reinstated to their ~~his~~ former position, if vacant, or to a vacant position in the same or comparable class within one (1) year from the date of their ~~his~~ resignation.

10.2.5 Resignation

An employee may resign from municipal service in good standing by giving two (2) weeks written notice to their ~~his or her~~ Department Director. Written notice shall state the effective date and the reasons for leaving. Failure to do so may be cause for denying future employment by the City. A resignation in good standing does not include resigning

in lieu of termination.

The resignation shall be forwarded to Human Relations~~the City Manager~~, with the Department Director's statement as to the employee's performance and other pertinent information concerning the resignation. Letters of resignation are deemed accepted upon verbal or written notice to the employee.

If an employee is absent from their job for any period of time without proper authorization, they ~~he/she~~ may be subject to discipline. If an employee is absent from their his/her job without proper authorization for more than five (5) consecutive working days, or if an employee fails to return from an approved leave, the employee's absence will be deemed an "automatic resignation."

10.3 DESKS, LOCKERS, STORAGE, AND OTHER PERSONAL INSPECTIONS

Unless otherwise prohibited by federal, state, local law or MOU/Schedule of Benefits, the City reserves the right to open and enter, upon reasonable suspicion and with or without the employee's permission any office, desk, locker, file cabinet, or other storage location on the City premises or work sites (including the City parking areas) and to inspect vehicles or any containers brought into the workplace or work site.

Although an employee may be assigned an office, desk, vehicle, locker, file cabinet, or other storage area or device by the City, such assignment shall not create an expectation of privacy in the use of such items or areas. These items remain the property of the City and may be searched at any time.

10.4 MEDIA CONTACT POLICY

The City Manager or their designee is the designated point of contact for the City for all media contact, as the City Manager is the official spokesperson for the City. Any contact by the media to an employee of the City regarding the City shall be immediately reported to the City Manager. Unless approved by the City Manager, no employee shall issue a statement or communicate with the media on behalf of the City.

10.5 PHONE POLICY

The personal use of City phones should be limited to break and lunch times unless it is an emergency. Long distance use of the City landline for personal use is prohibited unless specifically authorized by the employee's supervisor or City Manager.

10.6 ADMINISTRATIVE INVESTIGATIONS

The City has the right to conduct administrative investigations of its employees, observing all applicable legal protections to said employees. The existence of an investigative policy established within a department of the City does not reduce the City's right to conduct its own investigation of possible misconduct.

10.7 TRAINING OF EMPLOYEES

10.7.1 Responsibility For Training

The City Manager, upon consulting the Department Director concerned, shall be responsible for the training programs for employees. Upon budget approval by the City Council and prior written authorization by the Department Director that a particular course of study is beneficial to his department, an employee shall be reimbursed his tuition charges upon satisfactory completion of a course.

Successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with ~~his~~the Department Director, who shall transmit such information to the City Manager.

10.7.2 Authorization For Training And Conferences

Authorization may be granted by the Department Director and the City Manager for employees to attend professional conferences and meetings, or to participate in some form of activity or training, in the interest of the City.

Reimbursement of expenses incurred shall be made in accordance with the established financial procedures of the City within limits prescribed by the City Council.

10.7.3 Personnel Records

The City Manager shall maintain a file for each employee. This file shall contain a copy of every personnel transaction affecting the status of said employee. Personnel files of individual employees are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. However, any employee may examine his own file at any reasonable time. No information of any kind shall be placed in the individual employee personnel file without simultaneous notification of its complete content to the employee concerned.

10.8 LACTATION BREAK POLICY

10.8.1 Lactation Break

The City accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for the employee's child, subject to exception allowed under applicable law. If possible, the break time for expressing breast milk shall run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid pursuant to Labor Code section 1030.

10.8.2 Lactation Break Location

The City will provide employees who need a lactation accommodation with the use of a vacant room or other private location that is located close to the employee's work area.

Employees with private offices should use their offices to express breast milk. The location will meet the following requirements:

- Be safe, clean, and free of toxic or hazardous materials;
- Contain a surface to place a breast pump and other personal items;
- Contain seating; and
- Have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump.

If the City is unable to provide employee with a permanent lactation location because of operational, financial or space limitations, the City will provide a location based on the following requirements:

- It will not be a bathroom;
- It will be in close proximity to the employee's work area;
- It will be in private, shielded from view, and free from intrusion while the employee expresses milk;
- It will otherwise meet the requirements of California state law concerning lactation accommodation.

The City will also provide the lactating employee access to a sink with running water and a refrigerator suitable for storing breast milk close to the employee's workspace. If a refrigerator cannot be provided, the City shall provide another cooling device such as an employer-provided cooler.

10.8.3 Requesting Lactation Accommodation

Employees who desire a lactation accommodation should contact their supervisor or Human Resources ManagerHuman Relations Director in writing to request such accommodation. The employee's supervisor or the Human Resources ManagerHuman Relations Director must respond to the employee's accommodation request in writing indicating the approval or denial of the break request. Employees have a right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

~~.4 SEPARATION FROM THE SERVICE~~

~~.4.1 DISCHARGE~~

~~An employee other than a Department Director may be discharged by the City Manager after consulting the Department Director concerned. A Department Director may be discharged by the City Manager with the consent of the City Council. Any regular employee of the competitive service who has been discharged is entitled to receive a written statement of the reasons for such action, and to a hearing if he or she requests,~~

~~as provided in the Personnel Ordinance and Section 223.00 of these rules.~~

~~The City Manager and the City Attorney may be discharged only by the City Council.~~

APPENDIX A

Discrimination or Harassment Complaint Form

**HARASSMENT AND DISCRIMINATION
COMPLAINT FORM**

Date Received: _____

EMPLOYEE NAME (Complainant) _____

Please type or print

1. List Employee(s) alleged to have exhibited harassing and/or discriminatory behavior.

2. Describe incident(s), which support your complaint. Include location, dates, times and witnesses to the incident(s). (Attach additional pages if necessary).

3. In your own words describe why you feel these incidents represent harassment and/or discrimination as described in the City Policy Against Harassment and Discrimination.

Complainant Signature

Date